GRAND COUNTY COUNCIL
REGULAR MEETING
Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA - Revised
Tuesday, August 20, 2019

4:00 p.m.

☐ Call to Order
☐ Pledge of Allegiance
☐ Approval of Minutes (Chris Baird, Clerk/Auditor)
   A. May 7, 2019 (County Council Meeting), Postponed from May 21, 2019
   B. May 21, 2019 (County Council Meeting), Postponed from June 4, 2019
   C. June 4, 2019 (County Council Meeting), Postponed from June 18, 2019
   D. June 10 (Joint County Council Meeting with San Juan County Commissions and SITLA), Postponed from June 18, 2019
   E. June 18, 2019 (County Council Meeting), Postponed from July 2, 2019
   F. July 2, 2019 (County Council Meeting)
   G. July 9, 2019 (Special Meeting with Grand County Elected Officials), Postponed from July 16, 2019
   H. July 16, 2019 (County Council Meeting), Postponed from August 6, 2019
   I. July 18, 2019 (County Council Special Meeting), Postponed from August 6, 2019
   J. August 6, 2019 (County Council Meeting)

☐ Ratification of Payment of Bills
☐ Council Member Disclosures
☐ General Council Reports and Future Considerations
☐ Elected Official Reports
☐ Council Administrator Report
☐ Department Reports
☐ Agency Reports
☐ Citizens to Be Heard
☐ Presentations
   K. Presentation on Optional Plan for Grand County Government as recommended by the Grand County Change in Form of Government Study Committee (Stephen Stocks, Study Committee Chairperson)

☐ General Business- Action Items- Discussion and Consideration of:
   L. Adopting proposed Safety Incentive Program (Renee Baker, Risk Manager)
   M. Approving proposed project list to be submitted to the Grand County Transportation Special Service District for consideration of project funding for 2020 (Bill Jackson, Road Supervisor)
   N. Approving proposed bid award for the construction of the Arbor/Hecla Subdivisions Road Improvements (Bill Jackson, Roads Supervisor)
   O. Approving Justice Court Judge Nominating Commission appointments (Subcommittee Members McGann, Morse, and Wells)
P. Approving proposed Option and Ground Lease Agreement with InSite Towers Development 2, LLC to build a cell tower located at Old Spanish Trail Arena (OSTA), Postponed from August 6, 2019 (Steve Swift, OSTA Director)

Q. Approving proposed recommendations to be forwarded to Rally on the Rocks event organizers to host the UTV special event in Moab, Utah, 2020 (Council Member McGann)

R. Adopting proposed ordinance approving amendments to Ordinance No. 521 “An Ordinance repealing Grand County Code Chapter 8.16 Public Assemblies, Sections 8.16.010 to 8.16.110 and enacting a New Chapter 8.16, Sections 8.16.010 to 8.16.140 Governing the Permitting of Special Events” (Elaine Gizler, Moab Area Travel Council Executive Director and Keri Frandsen, Special Events Coordinator)

S. Reconsideration of the fencing condition included in Ordinance 594, which applied the HDHO District 5 (HDHO – 5) to 1991 Starbuck Lane (Zacharia Levine, Community and Economic Development Director)

T. Adopting a proposed ordinance approving the Arroyo Crossing application for a Planned Unit Development Overlay and associated Master Plan (Zacharia Levine, Community and Economic Development Director)

U. Approving the proposed ordinance applying the HDHO 35b District to the parcel at 1248 S. Hwy 191 and associated Viewgate Terrace Master Plan and Development Agreement (Zacharia Levine, Community and Economic Development Director)

V. Adopting proposed resolution authorizing the filing of cross-appeals for 2019 centrally assessed properties (Chris Baird, Clerk/Auditor)

W. Approving Interlocal Agreement between the City of Moab and Grand County for election services (Chris Baird, Clerk/Auditor)

X. Approving proposed contract with Armstrong Consultants for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants (Judd Hill, Airport Manager)

Y. Approving proposed contract with LeGrand Johnson for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants (Judd Hill, Airport Manager)

Z. Approving proposed cooperative agreement between Bureau of Land Management, National Park Service, Grand County, Canyonlands Natural History Association, and Manti-La Sal National Forest Service for the operation of the Moab Information Center

AA. Acknowledging receipt of Recommendation & Report and Optional Plan for Grand County Government

BB. Ratifying Chair’s signature as County Representative and Council Administrator’s signature as Project Manager, for the Utah State Indigent Defense Commission Grant Award Agreement for July 1, 2019 through June 30, 2020 (Christina Sloan, County Attorney)

☐ Discussion Items

CC. Calendar items and public notices (Ruth Dillon, Council Administrator)

☐ Public Hearings- Possible Action Items (none)

☐ Closed Session(s) (if necessary)

☐ Adjourn

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

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Council may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.
At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

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

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.
The Grand County Council met in a regular session on the above date in the Grand County Council Chambers of the Courthouse located at 125 East Center Street, Moab, Utah. The meeting was called to order by Council Chair Evan Clapper at 4:27 p.m. In attendance were Council Members Greg Halliday, Mary McGann, Rory Paxman, Evan Clapper, Curtis Wells, Terry Morse, Clerk/Auditor Chris Baird, and Council Administrator Ruth Dillon. Absent was Council Member Jaylyn Hawks.

Call to Order

Council Chair Evan Clapper called the meeting to order at 4:27 p.m.

Pledge of Allegiance

The Pledge of Allegiance was led by Bill Holly

Approval of Minutes (Chris Baird, Clerk/Auditor)

A. March 20, 2019 (Joint City-County Council Special Meeting & Rep. John Curtis Town Hall), postponed from April 2, 2019

B. April 2, 2019 (County Council Meeting), Postponed from April 16, 2019

C. April 16, 2019 (County Council Meeting)

Motion by Council Member McGann to postpone the minutes until the next meeting. Motion seconded by Council Member Morse carried 6-0

Ratification of Payment of Bills

Motion by Council Member Wells to ratify payment of the bills totaling $1,176,589.40 (Bills - $919,705.98, Payroll $256,883.42). Motion seconded by Council Member Morse carries 6-0 by rollcall vote with Council Member Hawks absent.

General Council Reports and Future Considerations

Greg Halliday: Attended a Moab Museum Board meeting.

Mary McGann: Went on vacation to Hawaii and is planning a meeting with Congressman John Curtis’ staff regarding transient room tax collections at public campgrounds.

Curtis Wells: Went on a tour regarding the Forest Service Management Plan and is planning a tour of Arches National Park and meeting with superintendent Cannon regarding traffic congestion solutions.

Terry Morse: Attended a Planning Commission meeting, a Uranium Mill Tailings Remedial Action Committee meeting (UMTRA), a Grand Water and Sewer Service Agency meeting (GWSSA), and a Recreation Special Service District meeting.

Rory Paxman: Attended a Weed Board meeting, and an Airport Board meeting.
Evan Clapper: Attended a Canyon Country Partnership meeting, a Utah Department of Transportation (UDOT) planning meeting, and an EMS Special Service District meeting.

Elected Official Reports

Clerk-Auditor Baird reported on 2018 audit progress.

Council Administrator Report

Council Administrator Dillon reported on establishing elected official quarterly meetings and scheduling a meeting with the San Juan Co. Commissioners.

Department Reports

D. 2018 Sand Flats Recreation Area Report (Andrea Brand, Program Director)

Andrea Brand presented on the activities and statistics of the Sand Flats 2018 year.

Community and Economic Development Director Zacharia Levine announced that Grand Co. received a “Your Utah Your Future” award for its High Density Housing Overlay ordinance.

Congressman Curtis’ staff liaison Larry Ellerton gave updates on Congressman Curtis’ work in the region.

Agency Reports (None)

Citizens to Be Heard

Brendan Cameron, President of the Moab Area Chamber of Commerce and Manager of City Market expressed that it is a unique opportunity to be in a position to plan growth. Informed the Council that the July 4th celebration is coming back and will be hosted by the Moab Area Chamber of Commerce.

Presentations (none)

General Business- Action Items- Discussion and Consideration of:

E. Approving proposed bid award for the purchase of a 2016 John Deere Backhoe from Honnen Equipment (Cody McKinney, Fleet Supervisor)

Motion by Council Member McGann to approve the proposed bid award for the purchase of a 2016 John Deere 310 SL Backhoe from Honnen Equipment, in the amount of $76,200, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Paxman carries 6-0.

F. Approving letter of support to U.S. Department of Transportation –EAS (Essential Air Service) and Domestic Analysis Division regarding the recommendation for seasonal EAS at Canyonlands Field Airport, previously from April 16, 2019 (Judd Hill, Airport Director)

Motion by Council Member Wells to approve the proposed letter of support to the U.S. Department of Transportation – EAS and Domestic Analysis Division regarding the recommendation for seasonal Essential Air Services at Canyonlands Field, and authorize the Chair to sign all associate documents. Motion seconded by Council Member Halliday carries 4-1-1 with Council Member Paxman abstaining and Council Member Clapper opposed.

G. Adopting proposed Ordinance of the Governing Body of Grand County establishing the Grand County Consolidated Fee Schedule (Kaitlin Myers, Community & Economic Development Specialist)
Motion by Council Member Wells to postpone agenda items G and H until the next meeting. Motion seconded by Council Member Halliday carries 5-0 with Council Member Paxman temporarily out of the room.

H. Adopting proposed amendments to Resolution No. 3035 that updated the Development Fee Impact Report (Kaitlin Myers, Community & Economic Development Specialist)

Postponed by the above action.

I. Approving proposed development and impact fee waivers for the proposed Arroyo Crossing Subdivision (Audrey Graham, Moab Area Land Trust Board Chair and Kaitlin Myers, Community & Economic Development Specialist)

Motion by Council Member Paxman to postpone agenda item I. Motion seconded by Council Member Wells carries 6-0.

J. Adopting proposed ordinance approving Planned Unit Development (PUD) in the Wingate Village, located at 3318 S. Willow Tree Road (Zacharia Levine, Community & Economic Development Director)

Motion by Council Member Morse to adopt a proposed ordinance approving a Planned Unit Development (PUD) in the Wingate Village, located at 3318 S. Willow Tree Road subject to the following:

1. The lot line between the subject parcel and adjacent parcel owned by Grand County School District is adjusted and recorded in order to accommodate the proposed road dedication.

2. The Subdivision Improvement Agreement is approved as to form and content by the Grand County Attorney.

3. Final Plat recordation will not occur until the required public infrastructure improvements have been constructed and approved or the Applicant submits an infrastructure improvement guarantee in a form acceptable to the County Clerk/Auditor.

4. The applicant fixes references to “Salt Lake City” & “Salt Lake County Recorder” found in the Declaration of Covenants, Conditions and Restrictions of Wingate Village Planned Unit Development.

And authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday carries 6-0.

K. Approving lease agreement with Emergency Medical Services Special Service District for use of the Civic Center (old senior center) and other facilities (Christina Sloan, County Attorney)

Motion by Council Member Wells to postpone. Motion seconded by Council Member McGann carries 6-0.

L. Approving contract award for the professional fireworks display on Independence Day (Bryony Hill, Council Office Coordinator)

Motion by Council Member McGann to award the 2019 July 4th professional fireworks contract to Vortex Fireworks Artists, not to exceed the amount of $27,000, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Paxman carries 6-0.

Consent Agenda- Action Items

M. Ratifying an emergency purchase to replace an HVAC unit for the Sheriff / County Attorney (old library) building

N. Ratifying the Chair’s signature on a letter provided from Smuin, Rich & Marsing in connection with the audit of the 2018 financial statements of Grand County
O. Approving proposed letter provided from Grand County Clerk/Auditor in connection with the audit of the 2018 financial statements of Grand County

P. Approving proposed contract with the Utah Weed Supervisor Association for noxious weed control of Diffuse Knapweed, Spotted Knapweed, and Black Henbane on state and private lands

Motion Council Member McGann to approve the consent agenda and authorize the Chair to sign all associated documents. Motion seconded by Council Member Halliday carries 6-0.

Discussion Items

Q. Discussion on calendar items and public notices (Bryony Hill, Council Office Coordinator)

Bryony Hill presented the calendar items and public notices.

R. Discussion on Legislative Transient Room Tax (TRT) audit and 2017 use of TRT monies for fire and rescue services at Canyonlands Field Airport (Christina Sloan, County Attorney)

Christina Sloan presented and led a discussion on her opinion that the Canyonlands Field Airport is eligible to receive transient room tax revenue.

S. Discussion on planning for the Human Resources Department, including near-future reorganization, need for secondary position & options for associated space, and status of recruitment for the Human Resources Director position (Christina Sloan, County Attorney)

Christina Sloan led a discussion on the future structure of the Human Resources department including assistant staff and associated space needs.

Public Hearings- Possible Action Items (none)

Closed Session(s) (if necessary)

Adjourn

Chair Clapper adjourned the meeting and 6:52 p.m.

ATTEST:                                        COUNCIL:

_________________________________________    _______________________________
Chris Baird – Clerk/Auditor                        Evan Clapper – Council Chair
The Grand County Council met in a regular session on the above date in the Grand County Council Chambers of the Courthouse located at 125 East Center Street, Moab, Utah. The meeting was called to order by Council Chair Evan Clapper at 4:10 p.m. In attendance were Council Members Evan Clapper, Curtis Wells, Mary McGann, Jaylyn Hawks, Greg Halliday, County Attorney Christina Sloan (arriving 4:27p.m.) Council Administrator Ruth Dillon, and Council Office Assistant Tara Collins to take Minutes. Absent were Council Members Terry Morse, Rory Paxman, and Clerk-Auditor Chris Baird.

**Call to Order**

Council Chair Evan Clapper called the meeting to order at 4:10 p.m.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Bega Metzner.

**Approval of Minutes**

A. March 20, 2019 (Joint City-County Council Special Meeting & Rep. John Curtis Town Hall), postponed from April 2, 2019
B. April 2, 2019 (County Council Meeting), Postponed from April 16, 2019
C. April 16, 2019 (County Council Meeting), Postponed from May 7, 2019
D. May 7, 2019 (Joint City-County Council Special Meeting)
E. May 7, 2019 (County Council Meeting)

Motion by Council Member Curtis Wells to postpone approving the minutes. Motion seconded by Council Member Greg Halliday carries 5-0.

**Ratification of Payment of Bills**

Motion by Council Member Curtis Wells to ratify the payment of the bills totaling $594,388.50. (Bills - $352,929.70, Payroll - $241,458.50). Motion seconded by Council Member Mary McGann carries 5-0 by roll-call vote.

**General Council Reports and Future Considerations**

Greg Halliday: Attended a Thompson Water Special Service District meeting, a Historic Preservation Committee meeting, a BLM travel management planning meeting, and briefed the Town of Castle Valley on some fire problems.

Jaylyn Hawks: Listened by phone to a UAC meeting regarding public lands, discussed a roadless rule petition, Forest Service, and House appropriations bills.
Mary McGann: Attended a realtor’s meeting at Zion’s Bank, a Solid Waste Special Service District meeting, A Moab Area Watershed Partnership meeting, a Mill Creek Community Collaborative Group meeting, and received a call from Congressman John Curtis that UMTRA funding was approved.

Christina Sloan arrived 4:27 p.m.

Curtis Wells: Attended Arches National Park congestion meeting, a Planning Commission meeting for Terry Morse. Recommends a joint workshop with the planning commission in the future.

Evan Clapper: Attended the Grand County Cemetery Maintenance District meeting, and a meeting with Trail Mix.

Elected Official Reports

F. 2018 Collections, Investments, and Update (Chris Kauffman, Treasurer)

Chris Kauffman presented regarding property tax collections, investments, and improvements his office had made for tax payers.

Motion by Council Member Jaylyn Hawks to move agenda item I forward, seconded by Council Member Curtis Wells carries 5-0.

Item I. Trust Accountability Program (TAP) Award. Doug Folsom discussed how Insurance, Liabilities Safety Committee has been especially effective. Council Member Evan Clapper accepted the award.

Council Administrator Report

Ruth Dillon reported on a joint meeting with San Juan County Commission, scheduled for June 10, 10:00 a.m. at the OSTA pavilion.

Department Reports

Judd Hill, Airport Director, reported that they got funding for the runway: $4,750,000. Most of their match money for CIB is set aside.

The Travel Council reported on a program with airlines to educate visitors on treating public lands well.

Kaitlin Myers gave a report on economic development.

Agency Reports

G. Change in Form of Government Study Committee Update.

Stephen Stocks, Study Committee Chair, reported that they have a deadline to wrap things up by Thanksgiving. They will have 3 open houses and a survey.


Bega Metzner, Director, reported that it’s the Film Commission’s 70th anniversary. Many film projects are underway.
Citizens to Be Heard

Kiley Miller, a 20-year resident, attended the San Juan County Commission meeting today and discussed the moratorium on commercial development and that the Love’s Truck Stop is not a done deal.

Presentations

I. Presentation on Trust Accountability Program (TAP) Award. Doug Folsom, Loss Prevention Manager, Utah Local Governments Trust
   (Presented Earlier)

J. Update on Right of Way (ROW) application submitted to the BLM for the Eastern Utah Regional Connector (EURC) Road. Troy Ostler, Engineer, CIVCO Engineering.
   Mike McKee, with the 7-County Coalition, said that a few years ago, there was a proposal to build a road to connect Uintah County to Grand County (the “Book Cliffs Road”).
   Troy Ostler was selected to lead the ROW request.
   Mike McKee said that the least impactful route would be through East Canyon. The BLM had some questions. The State Legislature allocated money for an Environmental Impact Statement. This is proposed to be a State Road.
   Troy Ostler estimates a timeline of 4-6 years.
   Discussion was had about why this is being pursued when the County has rejected it several times.
   In answer to Jaylyn Hawks, the main driver behind this is the 7-County Coalition.

General Business- Action Items- Discussion and Consideration of:

K. Approving property tax deferrals (Chris Kauffman, Treasurer).
   Motion by Council Member Mary McGann to approve all 4 property tax deferrals and authorize the Chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks. Motion carries 4-0 with Curtis Wells temporarily out of the chambers.

L. Approving proposed contract award to Hudson Printing for the Moab Outdoor Adventure Guide (Elaine Gizler, Moab Area Travel Council, Executive Director).
   Motion by Council Member Curtis Wells to award the contract to approve the proposed contract award to Hudson Printing for the Moab Outdoor Adventure Guide, in the amount of $15,195 for 50,000 pieces, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks carries 5-0.

M. Approving bid award for the installation of light pole bases at Old Spanish Trail Arena (OSTA) (Steve Swift, OSTA Director).
   Motion by Council Member Curtis Wells to approve the bids for the installation of the light pole bases by Straight Line contracting valued at $6780, installation of electrical by A&E Electric valued at $5200, Purchase of poles from Complete Lighting valued at $3112, and Light fixtures from Saddleback lighting valued at $3289 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Greg Halliday.
   Discussion was had regarding the deficit being taken from the capital work budget.
   Motion carries 5-0.
N. **Adopting proposed amendments to the Grand County Consolidated Fee Schedule Ordinance**
(Kaitlin Myers, Community & Economic Development Specialist), Postponed from May 7, 2019.

**Motion** by Council Member Curtis Wells to repeal and replace Ordinance No. 582 “An Ordinance of the Governing Body of Grand County Establishing the Grand County Consolidated Fee Schedule” to include the provisions of fee waivers to governmental entities, affordable housing developments, and other activities with a broad public purpose, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann. Motion carries 4-1 with Council Member Greg Halliday opposed.

O. **Adopting proposed amendments to Resolution No. 3035 that updated the Development Fee Impact Report**
(Kaitlin Myers, Community & Economic Development Specialist), Postponed from May 7, 2019.

**Motion** by Council Member Curtis Wells to adopt the proposed amendments to Resolution No. 3035 that updated the Development Fee Impact Report that will allow for fee waiver exemptions for specific development activities, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann.

Discussion was had regarding: This doesn't say we will waive impact fees; it just says we can. Also, smaller projects can be waived by P&Z, whereas large projects must go before the County Council. Discussion was had about what is small and what is large.

Motion carries 4-1 with Council Member Greg Halliday opposed.

P. **Approving proposed development and impact fee waivers for the proposed Arroyo Crossing Subdivision**
(Audrey Graham, Moab Area Land Trust Board Chair and Kaitlin Myers, Community & Economic Development Specialist), Postponed from May 7, 2019.

**Motion** by Council Member Curtis Wells to approve the proposed waiver of application fees and impact fees applicable to the platting and development process for the Arroyo Crossing subdivision in the amount of approximately $371,834.82 over the next 10 years, and authorize the Chair to sign all associated documents.

Discussion was had on the amounts of the fee waiver: $49,000 approximately, depending on the number of units.

**Substitute motion** by Curtis Wells to approve fee waivers not to exceed $50,000. Motion seconded by Council Member Mary McGann.

Discussion was had regarding other, higher amounts requested, but not addressed today. Also, this opens the door to an endless stream of requests.

Motion carries 4-1 with Council Member Greg Halliday opposed.

Q. **Approving proposed lease agreement with Emergency Medical Services Special Service District for use of the Civic Center and adjacent parking shed located at 540 and 580 E. 100 N. (aka, old senior center)**
(Christina Sloan, County Attorney), Postponed from May 7, 2019.

**Motion** by Council Member Jaylyn Hawks to postpone Item Q until the next meeting. Motion seconded by Council Member Greg Halliday, carries 5 to 0.

R. **Approving proposed job description and new position for a Human Resources Assistant at Grade 4**
(John West, Human Resources Director and Christina Sloan, County Attorney)

**Motion** by Council Member Jaylyn Hawks to approve the job description and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann.
Discussion was had regarding Grade 4 starting at approximately $35,000 plus benefits.

Motion carries 5-0.

**Motion** by Council Member Mary McGann to remove Item W. from the Consent Agenda, motion seconded by Council Member Curtis Wells, carries 5-0.

**Consent Agenda - Action Items**

S. Adopting proposed resolution approving Hackney Minor Record Survey, a three-lot subdivision, located at 2491 E. Mesa Rd.

T. Approving proposed Cooperative Law Enforcement Annual Operating Plan & Financial Plan in the amount of $3,000 for FY2019 between Grand County Sheriff’s Office and the USDA, Forest Service Manti-La Sal National Forest ending September 30, 2020

U. Approving application for retail beer license for Archview RV Resort & Campground located at 13701 North Highway 191

V. Approving proposed letter to UDOT for comments pertaining to storm drain construction adjacent to the Historic Elk Mountain Mission

W. Approving use of Grand County logo as a cooperating agency with Mill Creek Collaborative Group (Removed by motion)

X. Approving Chair’s “unsworn declaration” on Statement of Water User’s Claim for:
   a. Water Right No. 05-200
   b. Water Right No. 05-664

**Motion** by Council Member Mary McGann to approve the consent agenda (without Item W.) and authorize the Chair to sign all associated documents. Motion seconded by Council Member Curtis Wells carries 5-0.

Item W. is postponed to the following meeting.

**Discussion Items**

Y. **Discussion on calendar items and public notices (Bryony Hill, Council Office Coordinator)**

   Bryony Hill presented the calendar items and public notices.

Z. **Discussion on policy goals related to current moratorium that prohibits new land use applications or permits for overnight accommodations in unincorporated Grand County through approximately August 4, 2019 (Council Member Curtis Wells)**

   Curtis Wells raised the issue that there is no consensus about the moratorium among Council Members, and asked Council Members to clarify the direction they want to go.

   6:42 p.m.    Citizen comments:

   Kiley Miller:  Pass the most restrictive policy. Currently we will see a 30-35% increase in overnight rentals.

   Liz Thomas:  Petition signed by 650 people. Don’t allow hotels a use-by-right. We need an area south of town where other businesses don’t have to compete with hotels.

   Danny Kent:  We have an issue of losing our town’s character. Everybody realizes something crazy is happening. This area is exploited for corporate profits. Ray Tibbetts was right. We shouldn’t rely on tourism.
Carol Mayer: Supports option #5 from Landmark. The stakeholders’ comments were from a very diverse group. Stop runaway growth. Throw all the City and County power into balancing.

Dennis Silva: We need to assess this process.

John Covey: Supports Option #5. Traffic is crazy. No peace and quiet. Hawaii and Florida have been destroyed.

Kelli Quinn: Supports Option #5. No use-by-right. Concerned about water. We don’t know how much water we have.

Travis Nauman: Echoes what’s been said. Supports Option #5. We’re low on water.

Aaron Lindberg: Supports option #6 or #7 (joke). Growth isn’t symmetrical. He wants a changing course.

Sharon Brussell: It’s time to look the problem square in the face – the lack of planning. Safety issues with the highway and left turns. No one has said they want more hotels. No one is lucky to live in Moab anymore. Also negative for people visiting here.

Karla Hancock: Worried about the water situation. We need option #5.

Council Member Curtis Wells wants to process this, wants to avoid what happened with the HDH Overlay, where there was a big build-up, but then the votes weren’t there. His poll of Council Members shows there is not consensus.

Council Member Mary McGann was shocked when she saw how many overnight accommodations were vested but not even built yet. Supports Option #5. She doesn’t want a lot of empty big hotels because they couldn’t make it. Also, USGS said we were close to depleting our aquifer.

Council Member Jaylyn Hawks supports Option #5 and wants to get rid of use-by-right. She pointed out that we have all these condo complexes that are already established as overnight rentals. It doesn’t make sense to take away the last 20% and not let them rent. She is in favor of deeming them non-conforming uses. She is not in favor of the Overlay. She favors a pause with a large overhaul of the code and zones.

Jaylyn Hawks disclosed that she owns a bed-and-breakfast.

Council Member Greg Halliday said that even in Cisco there’s new development. We have exceeded our infrastructure. We’re out of time. Supports Option #5.

Council Member Curtis Wells disclosed that he owns nightly rentals. He favors a calculated, balanced policy. Everyone’s on the same page, but he doesn’t want to take away people’s existing nightly rentals. He always wanted to focus on policy change.

Council Member Evan Clapper said there are some final details that came up in the planning commission meeting. The consensus was that we get rid of the use-by-right. Also maybe allow overnight rentals in Thompson, Cisco, and Elgin, but make them go through the approval process. Developers want a concrete policy, not this limbo.

Council Member Curtis Wells stated that if you get rid of lodging as a use-by-right, but you don’t replace it with anything else, you create a problem.

Community and Economic Development Director Zacharia Levine said he is surprised how the process has proceeded, it’s different than how he thought it would go, regarding policy. The public has been very clear about what they want. His office has been transparent. No one in the City or the County knew about the total number of new lodging rooms that are vested but not built yet. Regarding the protection of existing overnight rentals like Rim Village, Desert Wind, etc., these complexes are lost causes except as overnight rentals. It’s politically favorable to just say these places have vested rights to be overnight rentals.

Zacharia Levine also said that the Planning Commission said campgrounds should become legal non-conforming uses. He said his office could work on a campground overlay, so that a hotel
doesn't buy a campground and build a hotel. Or, redevelopment of existing hotels could be crafted so that there cannot be increased lodging rooms, but someone could add on restaurants, retail, etc.

Council Member Curtis Wells said that regarding water, the City Council, with the draft USGS report, has been heavily scrutinized. He said there are many conflicting reports on water. If we’re not taking the USGS report seriously, we need to tell the public why. Council Member Evan Clapper concurs.

Zacharia informed that Landmark Design had sent us their first draft legislation. He recommended that we use Landmark to our fullest extent.

Discussion was had regarding Council Members showing up at the Planning Commission meeting May 28.

Public Hearings - Possible Action Items:

AA. Public Hearing to hear public comment on proposed amendments to the High Density Housing Overlay (HDHO) Ordinance to clarify standards and procedures, and to correct a presumed mapping error in the adopted map (Zacharia Levine, Community & Economic Development Director)

Community and Economic Development Director Zacharia Levine said this Ordinance won a “Your Utah, Your Future” award. Full-time employment is set at 30 hours per week, so that seasonal workers are not excluded. It clarified code so that developers are voluntarily entering into this overlay agreement. He corrected some things on the HDH map that was adopted.

Council Member Evan Clapper opened the public hearing at 7:55 p.m.

Citizen comments:

Marc Horowitz: Is here in defense of his neighborhood. Small lot residential allows you to build 8 units. Does not support this ordinance.

Mike Bynum: The Council passed a map that had incorrect items on it, based on the legislation they passed.

Kevin Walker: Indicated that the mapping was not in error.

The comment period will stay open 10 days.

Council Member Evan Clapper closed this portion of the public hearing at 8:14 p.m.

A motion to temporarily adjourn was made by Council Member Jaylyn Hawks, so that the Municipal Building Authority Special Meeting can occur, seconded by Mary McGann, carries 5-0.

Evan Clapper brought the regular session back to order at 8:33 p.m.

Closed Session(s):

1. Pending or Reasonably Imminent Litigation

Motion by Council Member Jaylyn Hawks to enter closed session at 8:33 p.m. to discuss pending or reasonably imminent litigation. Motion seconded by Council Member Curtis Wells, carries 5-0.

Council Member Mary McGann made a motion to leave the closed session at 9:05 p.m. Motion seconded by Jaylyn Hawks, carries 5-0.
Adjourn

Council Chair Evan Clapper adjourned the meeting at 9:07 p.m.

ATTEST:                        APPROVE:

__________________________  _________________________
Chris Baird, Clerk-Auditor    Evan Clapper, Council Chair
GRAND COUNTY CHANGE IN FORM OF GOVERNMENT
STUDY COMMITTEE MEMBERS
Stephen Stocks (Chair) · Marcy Till (Secretary)
Judy Carmichael · Walt Dabney · Jeramy Day
Cricket Green · Bob Greenberg

RECOMMENDATION AND REPORT

with

OPTIONAL PLAN

FOR GRAND COUNTY GOVERNMENT

Submitted August 15, 2019
in advance of a formal presentation
to the Grand County Council
on August 20, 2019
August 13, 2019

This letter is to acknowledge receipt of “Recommendation and Report” and “Optional Plan for Grand County Government” on August 13, 2019 at 9:46 AM.

Bryony Hill, Council Office Coordinator
RECOMMENDATION AND REPORT
Grand County Change in Form of Government Study Committee
Submitted to the Grand County Council and Grand County Clerk

Background:

In 1992, Grand County changed its form of government from a 3-member County Commission to a 7-member County Council. The new form of government did not include an express delegation of executive branch functions and powers. It served the citizens of the County well and survived several votes to study having the form changed.

In 2018 the Utah State Legislature enacted House Bill 224 which made substantial amendments to the laws governing the methods by which county governments may be changed and further required county governments to meet specific criteria. Several aspects of the Grand County 1992 form of government may not be included in the new form of government recommendation, namely:

1. Non-partisan elections,
2. Term limits for council persons,
3. Recall elections, and
4. General County Modified Structural form of government.

In addition, the new legislation specifically required that any county whose government included those four elements must change its form to a structure specifically permitted in statute. The process to make that change is set out in state law and includes the appointment of a study committee to review Grand County’s form of government and make recommendations regarding alterations to that form.

The Study Committee:

The Grand County Change in Form of Government Study Committee, as authorized by the voters in a 60.9% affirmative vote in 2018, is a group of politically diverse individuals appointed by a statutory process to make a recommendation to the citizens of the County as to which legal form of government would best replace the current form of government. The members of the Committee are registered voters, residents of Grand County, and are not employees or officials of the County. The Study Committee consists of Chairperson Stephen Stocks, Secretary Marcy Till, and members Judy Carmichael, Walt Dabney, Jeramy Day, Cricket Green, and Bob Greenberg. Of these 7, there are 3 Republicans, 1 Democrat, and 3 unaffiliated registered voters.

The Study Committee’s express instructions are set out in state law, Utah Code Section 17-52a-403, including the following:

-the Study Committee shall study the current form of government and compare it with other forms available.

-the Study Committee shall determine whether the administration of local government could be strengthened, made more responsive or accountable to the
people, or significantly improved in the interest of economy and efficiency by a change in the form of government.

-the Study Committee shall hold public meetings, community forums and other means to disseminate information and stimulate public discussion of its purposes, progress, and conclusions.

-the Study Committee shall file a written report of its findings and recommendations no later than one year after its first convening. If a change in the form of government is recommended (and the change is mandatory in Grand County) then the voters will have a chance to approve or deny the recommendation at the next county election.

-if Grand County voters, in an election to be held in November 2019, reject the recommended form of government, Utah law requires that the County automatically change to a 3-member county commission form.

The Study Committee’s activities and duration are limited in that it may take no longer than one year to complete its work, following its appointment and first meeting convened on March 8, 2019. The Grand County Council has budgeted approximately $10,000 for use by the Committee, in addition to a legal requirement that the County provide staff time and supplies to the Committee. The County Attorney is limited from providing legal assistance to the Committee, so the budget is being used primarily for hiring outside legal counsel to draw up the necessary documents outlining the recommendation and its implementation.

Optional Forms of County Government:

The new law limits the Committee’s choice regarding what new form of government to recommend. The four options set out in statute are:

1. **County Commission**, consisting of 3 members who are vested with both legislative and executive powers.
2. **Expanded County Commission**, consisting of 5 or 7 members who are vested with both legislative and executive powers.
3. **County Council with an elected County Executive**, consisting of a council vested with legislative powers and a separately elected executive who is vested with executive powers to include veto power.
4. **County Council with an appointed County Manager**, consisting of a council vested with legislative powers and a manager, appointed by the council, who is vested with executive powers.

Committee Methodology and Public Outreach:

We as a Committee took very seriously our statutory charge to study Grand County’s form of government and decide if the government could be strengthened, made more responsive, or improved in economy or efficiency. All Committee meetings were advertised in advance as well as posted as
legally required. Meetings were open to the public, carried live over the internet, and public comment was welcome at the podium at every meeting. We also determined early on that public involvement and education were essential, both to inform citizens about this process and to gain as much information as we could to determine the desires of the public and incorporate those desires into a committee recommendation.

To this end, we undertook an educational event at Star Hall, three open house public forum events: at the Grand Center in Moab, at the Grand Water & Sewer Service Agency district offices in Spanish Valley, and at the Castle Valley Town Building in Castle Valley, as well as providing an educational booth at a 4th of July event held at Swanny Park. We conducted valuable individual in-person interviews of current Grand County department heads and the County Council Administrator as well as individual in-person interviews of elected officials and one former elected official, including current and some former County Council Members. Last, we prepared and circulated at the public events a public opinion survey, soliciting information from the public at large. As well, we used local media (radio and newspaper) and posted flyers to communicate the request for citizen input. All told, we received survey responses from 249 people plus 10 late responses. We found the results of these interactions, including email communications and in-person communications made at our public meetings, together with the survey responses and comments to be both valuable and remarkably consistent in the form of government preferred by Grand County citizens.

Survey results:

<table>
<thead>
<tr>
<th>Event Location</th>
<th>No. of Surveys</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Center Open House, June 5, 2019</td>
<td>39</td>
</tr>
<tr>
<td>Spanish Valley Open House, June 13, 2019</td>
<td>40</td>
</tr>
<tr>
<td>Castle Valley Open House, June 17, 2019</td>
<td>27</td>
</tr>
<tr>
<td>4th of July educational booth, July 4, 2019</td>
<td>37</td>
</tr>
<tr>
<td>Other: surveys requested and turned in at the Courthouse by the written deadline</td>
<td>106</td>
</tr>
<tr>
<td><strong>Total surveys returned on time</strong></td>
<td><strong>249</strong></td>
</tr>
</tbody>
</table>

In addition, there were 10 surveys turned in after the deadline, which were reviewed by a subcommittee of 3 of the Study Committee but not tallied.

Grand Center Open House:

Council with appointed Manager recommended form of government had 3 times more support than the nearest other form of government, the Expanded Commission.

A governing body with 5 or 7 members was virtually a tie. There was little or no support for a governing body with 3 or 9 members.
Part time status was preferred 3.5 times more than full time status.

A combination of voting by districts and at-large was preferred 1.7 times more than voting by all at-large, which came in second. Voting by all districts had virtually no support.

**Spanish Valley Open House:**

Council with appointed Manager was preferred 3 times more than the next choice, Expanded Commission.

A governing body with 5 members was twice as popular as one with 7; a governing body with 3 or 9 members had virtually no support.

Part-time status was 5 times more popular than full-time status.

A combination of voting by districts and at-large was preferred approximately 1.5 times over all at-large.

**Castle Valley Open House:**

Council with appointed Manager was preferred 6 times more than the next choice.

A governing body with 5 or 7 members virtually tied.

Part-time status was preferred 9 times more than full-time status.

A combination of voting by districts and at-large was 1.5 times preferred over at-large.

**Fourth of July booth event:**

Council with appointed Manager was first, Expanded Commission was second, and Council with Elected Executive was third.

A governing body with 5 members was twice as popular as the next, with 7 members, with little interest in 3 or 9 members.

Part-time status was twice as popular as full-time status.

Voting all at-large was slightly more popular than a combination of voting by districts and at-large.
Other Surveys: surveys requested and turned in at the Courthouse by the written deadline:

Council with appointed Manager received twice as much support as the next most popular form, the Expanded Commission.

A governing body with 7 members had 1.4 times more support than a governing body with 5 members, which was second. There was little support for 3 or 9 members.

Part-time status was 6.2 times more popular than full-time status. A mixture came in second place, with less than half the support for part time.

A combination of voting by districts and at-large, versus all at-large, virtually tied in support. They both had nearly 4 times more support than voting all by district.

Cumulative synopsis from subcommittee review of the written surveys submitted and reading the comments:

Form of Government. A Council with appointed County Manager form of government had significant support; the three-person commission was ranked lowest among all forms;

Number of Governing Body Members. Either 5 or 7 members had major support, while 3 or 9 members had little support;

Full v. Part-Time Status. Part-time status had significantly more support than full-time status; and,

Voting by Districts v. At Large. Governing body members elected at large or by a combination of both district and at large had major support while there was little support for all elected by district.

Report on in-person interviews:

As per the Committee’s discussion of April 12, 2019, we interviewed all county department heads, elected officials, county council members, plus three former council members and a former county clerk auditor, 29 people in all. One elected official was inadvertently not interviewed.

We reached out to Gavin Anderson, Salt Lake County Deputy District Attorney, for advice concerning whether or not the ordinance to adopt a new form of government could require a commission to employ a professional administrator and specify the administrator’s scope of authority.¹

30-minute interviews were scheduled on April 16, 17 and 19 and May 2, 3 and 9, 2019. Interviewees were assured that their responses would be confidential.

¹ Mr. Anderson advised that such an attempt would be uncharted legal territory. He advised that in a commission form of government the governing body would retain executive authority and could not be required to delegate to or even hire an administrator.
General Summary of In-Person Interviews

The interviews served to bring into focus the salient issues involved in choosing a form of government for the Study Committee to recommend to the voters. All those interviewed provided thoughtful, considered responses.

Both the council-manager and commission forms are perceived as having strengths and weaknesses. A commission is perceived, especially by elected officials, as providing a more engaged governing body and giving the voters more control. A council-manager is seen by department heads as providing more stability and continuity and a helpful buffer between those conducting the county's day-to-day business and elected/political officials. Department heads were largely satisfied with how the current system works although the Council Administrator's span-of-control and fuzzy authority were cited as problems. In general, the challenges would be to provide professional administration in the commission form and council member engagement in the council form.

- Department heads came to the interviews well prepared having read Gavin Anderson’s hand-out on forms of government.
- Virtually all those interviewed strongly believe that a 3-person commission or council (governing body) would be a bad idea. Reasons cited included a belief that a 3-person body was too easy to sway in one direction or another, lack of diversity and possible vulnerability to corruption.
- Almost all of those interviewed thought that more than 7 members on the governing body would be a bad idea as it would make decision-making more difficult and raise expenses.
- Most of those interviewed thought that a 5-member governing body would be the best compromise between efficiency and diversity.
- County department heads were unanimous in the belief that an appointed professional administrator providing direct, day-to-day supervision of county departments was very important to the efficient functioning of the county. The administrator was seen as a buffer between county departments and elected governing body officials who may change every 4 years, whose decisions may be swayed by political/re-election concerns and may have no special expertise in the department’s field of operation.
- Most elected officials and council members past and present think that a commission would better serve the county's needs as it is likely to produce more engagement and ownership on the part of commission members than would a council-manager form of government.
- There was not agreement among elected officials on whether part-time or full-time commissioners would be best.
- No respondents thought that an elected county manager was a good idea.
- There were mixed views of the value of electing some or all of the governing body's members by district. A number of respondents saw no value in districts and some thought that due to the difficulty experienced in recruiting candidates, that districts encouraged candidates with low commitment to serving. We were told by several respondents that they would like to be able to vote for at least a majority of the governing body (i.e., 3 members of a 5-person body). A number of respondents said
that districts helped insure diversity: that the interests of all county residents were attended to, especially those who live in the more rural parts of the county. Several respondents told us that they thought that 2 at-large and 3-district members might be a good compromise.

- There was concern expressed that in the county's complex and rapidly changing environment the workload for governing body members was already too high for part-timers.
- Many of the department heads reported that while the current form of government works well for them, the council administrator's span of control was too great.
- There was general agreement that the council's current pay was appropriate for half-time members and would allow and encourage more people to run for office. The several respondents who believed that full-time commissioners would be the best form of government see $60,000/year as the bottom of a realistic salary range.
- Most respondents who addressed the issue of budgeting thought that the current system is working well.

As a general summary of public opinion on the best form of government, we found a strong preference for an elected part-time council, either elected at-large or a combination of at-large and by district, and a county manager, appointed by the council of either 5 or 7 members.

In May 2019, the committee began looking for independent legal counsel and after soliciting bids and qualifications, selected Gavin Anderson. He is employed as a Deputy District Attorney in Salt Lake County and the County entered into an interlocal agreement between Grand County and Salt Lake County for his services. He attended Committee meetings and prepared both a discussion outline and a draft optional plan as well as advised the Committee on points of law.

Findings:

1. The current form of government consists of a county council acting as a legislative body, with no express delegation of executive branch management authority.

2. The lack of delegation of executive branch powers and duties has led to uncertainty and inconsistency in county government decisions and operations.

3. State statute, at Utah Code Section 17-52a-103, requires that Grand County change its form of government.

4. The Study Committee has studied the current form of county government and compared it to other forms available and determined that it can be improved.

5. The administration of local government in Grand County could be strengthened, made more responsive or accountable to the people, or significantly improved in the interest of economy and efficiency by a change in the form of government.
6. State statute provides that if Grand County does not change its form of government by vote of the people, the County will be required to adopt a three-member county commission form of government. This form is not preferred by the public, the Study Committee, or the current elected officials, council members, Council Administrator or department heads.

Study Committee Recommendation:

At the Study Committee meetings on July 26, August 2, August 9 and August 12, 2019, we considered and debated our recommendation for a new Optional Plan. After a vigorous and thoughtful discussion the Committee determined to recommend the following:

1. Adopt a Council-Manager form of government in which an appointed County Manager would oversee all executive branch functions;
2. Adopt a 5-member part-time County Council; and
3. The Council members would consist of 3 members elected at-large to Council Seats A, B, and C, and 2 members elected from Districts. District 1 would consist of most of the City of Moab and District 2 would include all the rest of Grand County, including a small portion of the City of Moab.

A draft Optional Plan for Grand County Government has been prepared and approved by the Committee. It is attached hereto.

Based on information the Committee has received from Grand County Attorney Christina Sloan and Grand County Clerk Chris Baird, we understand that Utah law would permit the election for the new government to lawfully be held this year, on November 5, 2019. We have included that date in the draft Optional Plan and the Committee recommends that the Optional Plan be voted on that day.

Conclusion:

The Study Committee appreciates the opportunity to be involved and serve in this exciting time in Grand County and for your trust in our deliberations. We have enjoyed the time we have spent together in this endeavor. We also express our gratitude for the support provided by Chris Baird, Ruth Dillon, Tara Collins, and Bryony Hill of the County Council staff, and others, without whom this project would not have been realized.

We believe that Grand County will be served and its government structure improved by the adoption of a Council-Manager form of county government, as explained in this Recommendation and Report, and the attached draft Optional Plan for Grand County Government. We urge the county electorate to vote in favor of adopting the new Optional Plan.

In accordance with our statutory duties, we respectfully submit this Report and Recommendation including findings. Attached are: the Draft Optional Plan, the District maps and statistics, and copies of informational materials provided to the public.
RECOMMENDATION AND REPORT

Grand County Change in Form of Government Study Committee
Submitted to the Grand County Council and Grand County Clerk

DATED: this 12th day of August, 2019.

GRAND COUNTY CHANGE IN FORM OF GOVERNMENT STUDY COMMITTEE:

Stephen Stocks, Chair
Mary Till, Secretary
Judy Carmichael
Walt Dabney
Jeramy Day
Cricket Green
Bob Greenberg
OPTIONAL PLAN FOR GRAND COUNTY GOVERNMENT

Preamble

Grand County is authorized by legislative enactment, in the Changing Forms of County Government Act, 2018, HB 224 (the "Act"), to change its form of county government. Based thereon, the County hereby sets forth an Optional Plan for Grand County Government (hereinafter referred to as the "Plan"). This Plan adopts the county council-manager structural form of government as provided by the Act.

The structural form retains without change all existing incorporated municipalities, special and local districts, public authorities, county service areas, school districts, and other local government entities. The management arrangement vests the County’s legislative powers in the County Council and the County’s executive powers in the County Manager.

The purpose of this Plan is to provide a separation of executive and legislative powers. Where the Plan is silent on the distribution or location of a particular power, it hereby authorizes the allocation of powers according to a traditional executive-legislative distinction. The location of any powers not expressly vested in the Manager or the Council should be determined by function. Where helpful, state and federal separation-of-power models should be used to determine whether a particular power or activity is executive or legislative.

As used in this Plan the following words are defined as follows:

The word "Department" shall refer to the major County organizational units under the immediate direction and supervision of the County Manager.

The word "Division" shall refer to subordinate County organizational units, under the Departments, within the Executive Branch of County government.

The words "Executive" or "Executive Branch" shall refer to those powers granted to, or those Departments and agencies under the direction and supervision of, the County Manager and shall not be construed to refer to any other elected Office, unless specifically stated in this Plan or in state law.

The words "Legislative" or "Legislative Branch" shall refer to those powers granted to, or the staff or agencies under the direction and supervision of, the County Council.

The words "Office" or "Officer" shall refer to the respective Offices, Officers, deputies, and organizations of County Treasurer, Sheriff, Clerk, Auditor, Recorder, Attorney, Surveyor, and Assessor, as those Offices are currently constituted or as they may be altered in the future.

The words "Predecessor County Council" shall refer to that County Council and its council members holding office in Grand County before the adoption and effective date of this Plan.
Part One - General Powers

Section 1.01. - Powers of Grand County

Grand County is continued as a body corporate and politic and a political subdivision of the State of Utah. It has all county powers pursuant to the authority of the Constitution of the State of Utah and the general laws of the State of Utah, including common law, either now or hereafter expressly or impliedly granted to any county.

Section 1.02. - Interpretation of Powers

The powers of Grand County shall be construed liberally in favor of the exercise of authority by the government of Grand County. The specific enumeration of powers in this Plan shall not be construed to limit the scope of the authority conferred by the general laws of the State of Utah.

Section 1.03. - Levels of Services and Functions

Grand County, consistent with the general laws of the State of Utah, may provide differing levels of services and functions to areas outside or within incorporated municipalities, as allowed by state law. Nothing in this Plan shall be construed to prevent the County from creating local or service districts, service areas, interlocal cooperative agreement entities or other entities or agencies to provide services, as allowed by state law.

Part Two - The Legislative Body

Section 2.01. - Composition of the Council

1. The legislative body of Grand County shall be a Council composed of five (5) members, consisting of three (3) Council members elected at-large and two (2) Council members elected by geographical district. A quorum of the Council consists of three (3) Council members.

2. By a vote of three members at its first meeting annually, the Council shall elect one member to serve as Chair and one member to serve as Vice-Chair. The Chair and Vice-Chair shall serve terms of one year. During the absence or disability of the Chair, the Vice-Chair shall assume all of the duties of the Chair. The Chair and Vice-Chair shall have full right to debate and vote in the Council. However, the Chair may not make or second motions.

3. The Chair shall set the Council's agenda, preside at its meetings and sign all legislative acts. Upon the request of a Council member or the County Manager, additional items shall be included in the agenda with or without the approval of the Chair.


Section 2.02. - Council Members Elected At-Large

1. Three Council members shall be elected at-large by the voters of Grand County through partisan elections. They shall meet the qualifications of office of county elected officials as
established by state law, and they shall remain residents of Grand County throughout their terms of office.

2. For the purpose of electing at-large Council members, there shall be individual seats known as Council Seats A, B and C. The lettered designation of at-large seats shall be maintained throughout the Council members’ terms and at-large council seats shall be so designated during future council election procedures.

3. The initial term of office for at-large Council Seats shall be four years. After the initial terms of office, the regular term of office of each at-large seat shall be four years. At-large Council members shall thereafter be elected in presidential general election years. Each term begins at noon on the first Monday of January following each Council member’s election.

Section 2.03. - Council Members Elected by District

1. Two Council members shall be elected by district by the voters of their districts, through partisan elections. They shall meet the qualifications of county elected officials as established by state law and be residents of their districts and they shall remain residents of their district and of the County throughout their terms of office.

2. For the purpose of electing district Council members, the County shall be divided into two (2) geographical districts designated Districts 1 and 2. The numbered designation of district seats shall be maintained throughout the Council members’ terms and district Council seats shall be so designated during future council election procedures. District 1 shall be composed primarily of the City of Moab and District 2 shall be composed of rural portions of Grand County, primarily outside the City of Moab.

3. The initial term of office for District 1 shall be two (2) years. The initial term of office for District 2 shall be two (2) years. After the initial terms of office, the regular term of office of each district Council member shall be four (4) years. District Council members shall thereafter be elected in gubernatorial general election years. Each term begins at noon on the first Monday of January following each Council member’s election.

Section 2.04. - Reapportionment and Adjustment of Council Districts

1. Council districts shall have substantially equal populations and shall be reapportioned by the Council within one year after each decennial census report is available.

2. Upon reapportionment, the Council districts shall, to the extent practical, remain consistent with their original geographical configuration and representation, allowing for continuity and facilitating contact between residents and district Council members and also maintaining “one person, one vote” ideals.

3. The map of the initial Council districts is attached as Exhibit A.

Section 2.05. - Vacancies

1. Members of the Council may be removed from office in accordance with state law.
2. The office of County Council member shall be deemed vacant if a member is removed, dies, resigns or fails to maintain his or her residency as required by this Part. Upon a vacancy of a member's office, it shall be filled as prescribed by state law.

3. Any member wishing to resign from the Council must submit to the Council a written resignation, with the date and time the resignation is effective.

4. Upon a vacancy in the office of the Chair, the Vice-Chair shall serve as Interim Chair until the remaining Council members elect a new Chair. Upon a vacancy in the office of the Vice-Chair, the remaining Council members shall elect a new Vice-Chair.

Section 2.06. - Compensation of the Council

1. The base salary for members of the Council shall be $24,000 per year, except that the Council Chair's base salary shall be $27,000 per year. Council members receive no County benefits other than those required by law. Council members shall receive the same periodic cost of living adjustments provided to County employees generally. Council members shall receive compensation for their expenses, such as travel costs, based on policies applicable to all County employees.

2. Salaries may be modified by a vote of three of the Council, but a voted salary increase shall not become effective mid-term for any Council seat. Salary increases shall become effective at the beginning of a new term for each designated seat. At no time may a member's compensation be diminished during his or her term of office.

Section 2.07. - Staff to the Council

The County Council may appoint a council administrator and other staff as may be necessary to discharge the duties of the Council.

Section 2.08. - Voting on the Council

1. Three Council votes are required for the passage of any proposal, motion or other matter.

2. Voting shall be by roll call if requested by a member of the Council and may be by electronic tabulation if available. The ayes and nays shall be recorded in the Council minutes as a matter of public record. A member may abstain from any vote. Members abstaining from a vote shall be considered present for the purposes of a quorum.

3. Except for matters on which a greater or lesser vote is expressly provided by law or by this Plan, no action of the Council shall be valid and binding unless approved by at least three affirmative votes of those Council members present.

Section 2.09. - Meetings of the Council

1. The Council shall meet in regular session twice a month, unless special meetings are called or meetings are cancelled as provided herein. Meetings shall be held at stated times, or set periodically by ordinance or Council policies. The Council may hold special meetings or emergency meetings called and noticed in the manner provided by law.
2. Meetings shall be held at the Council Chambers in the Grand County Courthouse, in the City of Moab, the County Seat, or in other offices located in Moab. Occasional meetings may be held at other locations upon vote of the Council and with at least 24 hours' written notice.

3. Proceedings and meetings of the Council shall be conducted in accordance with the Utah Open and Public Meetings Act, Council policies, and other applicable state laws and county ordinances. Electronic meetings may be held as provided by state law.

4. A regularly scheduled meeting of the Council may be canceled by a vote of four Council members and notice thereof shall be provided by the best means practical.

Section 2.10. - Powers and Duties of the Council

The Council is the legislative body of Grand County and is vested with all legislative powers of the County. The specific enumeration of legislative powers herein shall not be construed to limit the legislative powers of the Council. Within the scope and subject to the limits of its lawful powers and duties, the Council shall have the power to:

1. Consider and adopt ordinances, rules, regulations and resolutions, not contrary to general law, which are necessary and proper to the discharge of the Council's duties and in accordance with state law.

2. Consider and adopt an administrative code including policies, procedures and regulations governing the management and organization of the County.

3. Adopt, by ordinance or rule, regulations governing the activities, meetings and organization of the Council, such rules to be in accordance with this Plan and with ordinance, general law and state law.

4. Appoint a County Budget Officer who will prepare a proposed budget and perform other Budget Officer duties as established by law.

5. Adopt the County budget, set and levy taxes, and establish fees as may be necessary and proper to perform County duties and functions and in accordance with state law.

6. Fix salaries and benefits of County Officers and employees in accordance with state law; county ordinances, policies and procedures; and this Plan.

7. Require information from the County Manager, other elected County Officers, and County employees and conduct hearings on matters of public concern to assist in the performance of its legislative responsibilities and for the purpose of investigating any matter pertaining to the County, its business affairs, or any employee or Officer thereof. In connection with such hearings, the Council may by subpoena require the attendance of witnesses or the production of documents and other evidence, may administer oaths, and may take sworn testimony.

8. Conduct quasi-judicial or administrative hearings, including serving as the board of equalization and acting as a final board of review for hearing appeals regarding planning and zoning, license revocation, and similar matters as may be provided by statute, ordinance or other law.
9. Advise and consent to appointments in the Executive Branch, as set out in Part Three of this Optional Plan and where such advice and consent is authorized by this Plan or by state law.

10. Supervise the conduct of all County Officers, in accordance with state law, regarding general county administrative ordinances or rules, and see that Officers and employees perform their duties, except that the Council may not supervise the statutory and professional duties and authority of the elected Officers, except as provided by state law.

11. Delegate County accounting services to the County Manager or to an Officer or Department director, or retain the County Auditor's authority over accounting services.

12. Within one year after each decennial census report, modify Council district boundaries in accordance with state law and this Plan.

13. Divide the County into precincts and other districts required or permitted by law and change and create them as convenience and the public benefit requires and as provided by state law.

14. Fill vacancies on County boards whose membership is, pursuant to state law, composed either in whole or in part of Council appointees.

15. Grant franchisees over and along County roads for all lawful purposes and according to such terms and conditions as the Council determines appropriate, in accordance with state law.

16. Provide for the development of County resources as shall appear appropriate to the Council, and in accordance with state law.

17. Do and perform every other act of a legislative nature, which is necessary and proper to the Council's powers and functions and which is not prohibited by this Plan or state law.

Section 2.11. - Appointment of County Manager

1. The County Manager is appointed by vote of four members of the County Council and may be removed by vote of three members of the Council at a meeting at which all sitting members are present. The County Manager may be removed without cause.

2. Beginning after November 3, 2020, the County Human Resources Director shall begin the process of searching for and recruiting a County Manager, in consultation with the Council Members-elect, in anticipation of the Council appointing a Manager on January 4, 2021 or as soon thereafter as possible.

Section 2.12. - Prohibitions

1. No member of the Council shall occupy any other elected public office during his or her membership on the Council.

2. Council members may not be employed by Grand County in any other capacity during membership on the Council. A Council member may be a contractor with the County, either personally or through a business, with the vote of three County Council members and subject to the requirements and prohibitions of state law and county ordinance regarding contracting, conflicts of interest and recusal.
3. The Council may, by ordinance, adopt a rule of procedure which requires a Council member to recuse himself or herself from Council deliberation or vote, based on a conflict of interest as specifically defined in County ordinance.

4. Members of the Council are subject to all limitations and prohibitions applicable under state law or County Ordinance, together with any sanctions or penalties associated therewith.

5. Neither the Council, nor any member thereof, shall appoint, dismiss, or give directions to any employee of the Executive Branch or of any of the Officers of the County nor influence or attempt to influence work assignments, individual personnel actions or the purchase of goods or services. Nothing in this Section shall be construed, however, to prohibit the Council, while in open or closed session, from engaging in any of its responsibilities as set out in this Plan or from fully and freely discussing with or suggesting or recommending to the County Manager or any other appointed or elected County Officer or employee, anything pertaining to County affairs or the interests of the County.

Part Three - County Manager

Section 3.01. - The County Manager

1. The chief executive officer of Grand County shall be the County Manager, who shall meet the following qualifications for office of Manager: 1) graduation from college with a master’s degree in public administration, political science, business administration, finance, law, or a closely related field; and 2) four years of managerial experience performing duties related to the above fields of study; or 3) an equivalent combination of education and experience.

2. The Manager shall reside in the County or shall live within one hour’s in-person response time of the County Courthouse throughout his or her employment.

3. The Manager is an at-will employee.

4. The Manager is a full-time position.

5. The Manager shall be selected by a vote of four members of the County Council.

Section 3.02. - Vacancy, Removal and Prohibitions

1. The County Manager may be removed from office, without cause, by a vote of three members of the County Council at a meeting at which all sitting members are present.

2. If the County Manager position becomes vacant for any reason, the Council may replace the Manager as provided herein.

3. The Manager is subject to all limitations and prohibitions applicable under the laws of the State of Utah or under County ordinance, together with any sanctions or penalties associated therewith.

4. The Manager shall not occupy any elected public office during his or her term.
5. The Manager may not be employed by Grand County in any other capacity during membership on the Council or be a County contractor, except for an employment contract as Manager.

6. A County Manager wishing to resign from the office shall submit to the Council a written resignation, with the date and time the resignation is effective.

Section 3.03. - Compensation

The compensation package, including salary and any benefits, shall be established by the Council and may be set out in an employment contract.

Section 3.04. - Powers and Duties

The County Manager shall be the chief executive officer of Grand County and is vested with all executive and administrative powers and duties except those executive and administrative responsibilities vested by state law in the County Officers. The specific enumeration of executive powers herein shall not be construed to limit the executive powers of the County Manager. The County Manager's powers include, without limitation, the power to:

1. Manage and direct the activities of the County in a manner consistent with ordinance and this Plan, including the management and direction of Departments, Divisions, sections, activities, functions or agencies as now constituted or as may be created in the future, but not including the statutory and professional activities of the Officers.

2. Carry out and enforce the programs and policies of the County Council.

3. Carry out and enforce the internal operating regulations, policies and procedures of the County.

4. Faithfully execute the laws and ordinances of the County.

5. Enforce the terms of County franchises, contracts and other undertakings.

6. Assign employees in and direct the work of the Executive Branch, excepting the Officers.

7. Appoint, suspend and remove the members of County's boards, committees, and commissions, except where the appointment authority is vested in the Council. In the exercise of this power, the Manager shall have the power to establish standards, qualifications, criteria and procedures to govern these appointments, in accordance with state law and County policy or ordinance.

8. Exercise control over County assets, funds, and property, except as that authority is delegated by state law to an elected County Officer, to include serving as the County Budget Officer if the Council appoints the Manager as Budget Officer.

9. Provide accounting services to the County, if that responsibility is delegated to the Manager by the Council.
10. Access and review County books, accounts and funds necessary to perform the executive function under the Plan, County ordinance and state law. In the exercise of this power, the Manager may maintain a continuing review of expenditures and effectiveness of budgetary control in the several Departments and agencies of the Executive Branch and may supervise and conduct audits for budget and management purposes.

11. Negotiate and execute contracts for the purchase of goods and services. In the exercise of this power, the Manager shall sign all documents or instruments on behalf of Grand County, including contracts and bonding documents, but excluding legislative acts of the Council or documents which are to be signed by the County Clerk or other Officer. The Manager shall follow all ordinances and state law regarding the processing of County contracts and similar undertakings. Contracts relating to the sale or purchase of real property are subject to County Council approval, as provided by law.

12. Consider and implement County strategic long range planning, programs and improvements as approved by County Council.

13. Act as intergovernmental relations liaison.

14. Control and direct litigation in which the County is a party.

15. Attend and participate in Council meetings and discussions, with automatic standing on every agenda, personally or through an Assistant Manager, but without the right to vote and without such attendance counting towards a quorum of the Council.

16. Do and perform every other act of an executive nature, which is necessary and proper to the Manager's powers and functions and which is not prohibited by this Plan or state law.

Section 3.05. - County Assistant Manager and Manager Staff

1. The County Manager may appoint an Assistant Manager, who shall assist the Manager and have such power and authority as may be delegated and assigned by the Manager. The Assistant Manager shall serve as acting Manager in the temporary absence or short-term incapacity of the Manager. As acting Manager, the Assistant Manager shall exercise all of the powers of the office of the Manager, except as may be limited in writing by the Manager.

2. The Assistant Manager shall reside in the County or shall live within one hour's in-person response time of the County Courthouse throughout his or her employment.

3. The Assistant Manager is an at-will employee.

4. In the case of the removal of the Manager pursuant to a vote of three of the Council, the Council may direct the removal of the Assistant Manager as well, or may direct that the Assistant Manager perform the duties of Manager until a replacement Manager is appointed by Council vote.

5. The County Manager may appoint such staff as may be necessary to discharge the duties of the office of Manager and as may be approved pursuant to state law or County ordinance.
Part Four - Administrative Offices, Departments and Agencies

Section 4.01. - General Provisions

1. All activities of the Executive Branch of Grand County under the direction and supervision of the County Manager shall be distributed among such Executive Branch Departments and agencies as are established by this Plan or may be established by the County Manager or by ordinance of the Council. County Departments are organized and established by County ordinance. Subsections and Divisions within Departments are organized and established by the Manager.

2. Unless otherwise indicated in this Plan, each Department, Division or agency of the County shall be administered by a qualified director appointed as provided in this Plan or by an Officer elected in accordance with state law.

3. Whenever the official name of an Officer or a director of a Department, Division or agency is used in ordinance, rule or regulation which conveys powers or imposes duties and liabilities, it shall be construed to include the Office’s, Department’s or Division’s Officers, assistants, deputies and staff serving under the director or Officer, to the extent that such subordinates act within their authority.

4. The County Council by ordinance shall provide for the placement in county government of those functions required by state law, including without limitation, personnel management, purchasing and the purchasing agent, and records management. Assignment of those or other functions to an Officer shall be with the Officer’s agreement.

Section 4.02. - County Officers

1. The Offices of County Assessor, Attorney, Auditor, Clerk, Recorder, Sheriff, Surveyor, Treasurer, and such other Officers as may be authorized by state law or County ordinance, shall be elected in partisan elections as authorized by state law, this Plan, or County ordinances.

2. All current County Offices are retained. Nothing herein shall prohibit the Council in the future from consolidating, dividing or appointing any such Office in a manner consistent with state law.

3. The election, appointment, replacement, qualifications and duties of each County Officer shall be as established by state law.

Section 4.03. - Department Directors

Except as otherwise specified by this Plan, Department directors shall be appointed by the County Manager with the advice and consent of the County Council. The appointment of Division directors and other supervisors subordinate to Department directors is made by the Manager, without Council advice and consent. Division directors, supervisors and other employees within each Office, Department, Division or agency shall be employed subject to the provisions of this Plan, state law, County ordinance, and personnel policies and regulations.
Section 4.04. - Personnel

The Council shall adopt ordinances, policies and regulations necessary for the effective operation of the county personnel system.

Part Five - Transition Plan and Effective Date

Section 5.01. - Transition

1. The Predecessor County Council may adopt ordinances and resolutions to bring about an orderly transition to the Plan, including, without limitation, any transfers of powers, records, documents, properties, assets, funds, liabilities or personnel which are consistent with this Plan and state law and which are necessary or convenient to bring this Plan into full effect.

2. The Predecessor County Council of Grand County shall be considered the acting members of the County Council from January 1, 2021 until January 4, 2021 at noon, and shall be dissolved at that time. Predecessor County Council members shall not receive extra compensation beyond their regular salary and benefits up to January 4, 2021.

Section 5.02. - Adoption Vote

This Plan shall be considered adopted when approved by the affirmative vote of a majority of those voting on the question of its approval at an election to be held in Grand County on November 5, 2019.

Section 5.03. - Effective Date

1. Subject to Paragraph 2 of this Section, this Plan shall become the organic act for the government of Grand County on the date provided by law on which a certified copy of the Plan, as approved by the voters, is filed with the Utah Lieutenant Governor's Office by the Grand County Clerk.

2. The first general election of officials provided for in this Plan shall be held on November 3, 2020, in accordance with state law governing the election of county officers.

3. The provisions of this Plan shall become effective January 1, 2021.

Section 5.04. - Prior Optional Plan

1. Upon this Plan becoming effective on January 1, 2021, the former optional plan of Grand County government, adopted in 1992, is repealed and has no further legal force or effect.

2. The election of members of the Council and Officers shall be by partisan elections and in accordance with state law regarding the election of county officials. Officers and members of the Council are not subject to term limitations and may not be recalled or removed from office except by the judicial removal process set out in state law.
Section 5.05. - Continuity of Government

1. Through the adoption process and effective date of this Plan, Grand County shall retain and possess all of the rights, capacities, privileges, powers, franchises and immunities and shall retain all of the liabilities to which it was subject prior to the adoption of this Plan.

2. There shall be no interruption in the continuity, powers, obligations or jurisdiction of government within Grand County by the adoption of this Plan. All executive, legislative, judicial, enforcement, or administrative proceedings pending during the transition to this Plan shall continue in process and be preserved and deemed unaffected by the adoption process and effective date of this Plan.

3. Until changed pursuant to law, all ordinances, rules, regulations and policies previously in full force and effect under the legal authority of Grand County shall continue in full force and effect after the Plan’s effective date, except to the extent they may be expressly modified by the adoption of this Plan.

4. After the effective date of this Plan, Grand County shall retain, own, and possess all of the properties, rights, privileges, franchises, contracts, and other assets of whatever nature, whether tangible or intangible, it owned prior to the adoption of this Plan.

5. All debts, obligations, and liabilities of Grand County shall remain unaffected by adoption of this Plan.

6. The contractual rights of any contractor, bondholder, creditor or franchisee or of any of their assigns and the pension rights and other employment rights of County officials and employees shall not be affected by adoption of this Plan nor impaired by any provision of this Plan.

Section 5.06. - Cooperation by all Public Officials

Upon adoption of this Plan by the voters, all County Officers and employees shall cooperate fully with the terms of this Plan.

Section 5.07. - Amendments to the Plan

This Plan may be amended in accordance with state law.

Section 5.08. – Separability and Inconsistency

1. If any provision of this Plan is held invalid, the other provisions shall not be affected thereby. If the application of this Plan or any of its provisions to any person or circumstance is held invalid, the application of this Plan and its provisions to other persons or circumstances shall not be affected thereby.

2. If any provision of this Plan is inconsistent with or contradicts any existing Grand County ordinance, rule, regulation or other source of the law, adoption of this Plan is considered to repeal such ordinance or other law, which shall be of no further effect after January 1, 2021.
OPTIONAL PLAN FOR GRAND COUNTY GOVERNMENT
Grand County Change in Form of Government Study Committee
Submitted to the Grand County Council and Grand County Clerk

DATED: this 12th day of August, 2019.

GRAND COUNTY CHANGE IN FORM OF GOVERNMENT STUDY COMMITTEE:

Stephen Stocks, Chair

Marcy Till, Secretary

Judy Carmichael

Walt Dabney

Jeramy Day

Cricket Green

Bob Greenberg
Exhibit A
Population Summary Report  
Grand County, UT – August 9 Draft

<table>
<thead>
<tr>
<th>District</th>
<th>Population</th>
<th>Deviation from ideal district size</th>
<th>% Deviation from ideal district size</th>
<th>18+ Pop</th>
<th>Moab Pop.</th>
<th>% Moab Pop.</th>
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</thead>
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<td>3645</td>
<td>4782</td>
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<td>3462</td>
<td>264</td>
<td>5.95%</td>
</tr>
</tbody>
</table>

Total 9225  
7107 5046 54.70%

Ideal District size = 4,612

Total Deviation 7.66%

Note: Population data based on 2010 Census
Informational Materials
Commonly asked QUESTIONS and ANSWERS regarding Grand County’s change in form of government:

Q: Why must Grand County make a change in its form of government?
A: In January 2018 the Utah State Legislature passed House Bill 224 requiring all Utah County governments to meet specific criteria.

Q: How is Grand County’s current form of government not in compliance with state law?
A: Utah law does not allow for these components that are currently written into Grand County’s form of government:
1. Non-partisan elections
2. Term limits for commissioners or council persons
3. Recall elections
4. No express delegation of executive branch powers

Q: What is the Study Committee?
A: The Study Committee is a group of politically diverse individuals appointed to make a recommendation to the citizens of Grand County as to which legal form of government would best replace the current form of government.

Q: Who is on the Study Committee?
A: Chairperson Stephen Stocks, Secretary Marcy Till, Members Judy Carmichael, Walt Dabney, Jeramy Day, Cricket Green, and Bob Greenberg. Of these 7, there are 3 Republicans, 1 Democrat, and 3 Unaffiliated registered voters.

Q: What are the Study Committee’s instructions?
A: Utah Code 17-52a-403 states
-the Study Committee shall study the current form of government and compare it with other forms available.
-the Study Committee shall determine whether the administration of local government could be strengthened, made more responsive or accountable to the people, or significantly improved in the interest of economy and efficiency by a change in the form of government.
-the Study Committee shall hold public meetings, community forums and other means to disseminate information and stimulate public discussion of its purposes, progress, and conclusions.
-the Study Committee shall file a written report of its findings and recommendations no later than one year after its first convening. If a change in the form of government is recommended (in Grand County’s and Morgan County’s case, the change is required) then the voters will have a chance to approve or deny the recommendation at the next county election. The voters chose November 2018 to form a Study Committee.

Q: How long will the Study Committee’s process take?
A: The Study Committee may take no longer than one year to complete its work which began March 8, 2019.

Q: Is this process costing the citizens of Grand County any money now?
A: Yes. There is a little more than $10,000 in the 2019 Grand County budget dedicated for use by the Study Committee, in addition to staff time and supplies. Because the County Attorney is limited by statute from representing the Study Committee, this budget will be used primarily for
hiring outside legal counsel to draw up the necessary documents outlining the recommendation and its implementation.

Q: What are the acceptable forms of county government in the state of Utah?
A: There are four options for forms of county government:
   1. County Commission
   2. Expanded County Commission
   3. County Council with elected County Executive
   4. County Council with hired County Manager

Each of these is described in detail in this information packet on the page titled CHANGE IN FORM OF COUNTY GOVERNMENT: FOUR OPTIONAL FORMS.

Q: What guarantees a smooth transition from one form of government to the next?
A: The Study Committee must write up an Optional Plan that includes all the details of the recommended form of government, including a Transition Plan from the old form to the new form.

Q: Will the recommended new form of government cost more than our current form?
A: To be determined. The Study Committee is working from the current county budget of salaries & benefits for 7 part-time County Council Members and a Council Administrator in order to formulate its budget recommendation as part of the Optional Plan.

Q: When will the voters approve or deny the Study Committee’s recommendation for a form of government?
A: November 2020 General Election

Q: If approved by the voters, when would the new form of government officially go into effect?
A: To be determined under the Optional Plan, but on or before January 2023.

Q: When are the new officials voted upon for the new form of government?
A: To be determined under the Optional Plan, but on or before November 2022.

Q: What happens if the voters do NOT approve the Study Committee’s recommended form of government November 2020?
A: By law, the new form of government automatically defaults to a 3-person County Commission form of government pursuant to a statutory transitional process.

Q: With four Council Members (Clapper, Halliday, Paxman and Wells) terming out 12/31/2020, what happens to the Council Members’ terms who run for election (or re-election) in 2020 under our current form of government?
A: To be determined by the Optional Plan; they will not automatically become the new Commissioners or new Council Members in the new form of government.

This information was compiled by members of the Grand County Change in Form of Government Study Committee and the Grand County Council Administrator for the convenience of the public. It has been edited and approved by the Grand County Attorney.
The Four Options for a New Form of County Government

- **County Commission form** – 3 elected Commissioners, exercising both legislative & executive powers

- **Expanded County Commission form** – 5 or 7 elected Commissioners, exercising both legislative & executive powers

- **County Executive-Council form** – an elected County Council, composed of 3, 5, 7, or 9 members, exercising all legislative powers. Plus an elected County Executive or County Mayor as Chief Executive Officer exercising all executive powers including veto power.

- **Council-Manager form** – an elected County Council, composed of 3, 5, 7, or 9 members, exercising all legislative powers. Plus a County Manager (differentiated from a County Administrator), appointed by the new County Council, as administrative head of county government exercising all executive branch powers except veto power.
LEGISLATIVE VS. EXECUTIVE POWERS

**Commission & Council Forms**: As units, County Commissioners and County Council Members hold all legislative (law-making) powers by state law.

**Commissions**: As units, County Commissioners (3-persons or expanded to 5 or 7 persons) hold all executive (law-executing) powers by state law.

**Councils**: As units, current law states that County Council Members hold no executive (law-executing) powers; instead all executive powers are instead held by the elected County Executive/County Mayor or their appointed County Manager.

This can be confusing since Grand County has an appointed Administrator (yet with no statutory executive powers).

This can also be confusing since Grand County Council Members currently hold executive (law-executing) powers (no longer allowed by Councils) except for those which have been delegated.

Where do you want Grand County’s executive (law-executing) powers to be placed?

With a Commission form through Commissioners or
With a Council form either through an elected Executive/County Mayor or through an appointed County Manager?

---

**Legislative power** is making the law: *Enacting laws by adopting ordinances & resolutions, budgets, plans & policies, and setting tax levels*

**Executive power** is carrying out (executing) the governing body’s adopted laws and policies: *The administration and management of county affairs*
COUNTY COUNCIL FORM: OUT OF COMPLIANCE WITH CURRENT STATE CODE

that chooses to utilize an appointed Administrator (Grand’s current form)

A unit of seven persons with a quorum of four holding BOTH legislative & executive power when voting in open, public meetings

Executive Power: Executing the adopted laws and policies; the administration and management of county affairs.

Executive Power is held by the elected Grand County Council who has chosen since 1995 (with inception in 1992) to delegate a limited amount to an appointed Administrator.

An Administrator position is entirely optional (and differentiated from a mandated Manager in the “Council-Manager” form—which Manager holds all executive power).
Depending on the job description, optional plan and/or contract, the appointed Administrator has typically supervised the non-elected Department Heads and executed the laws & policies adopted by the (as is currently the case).

An Administrator position, currently utilized by choice by the part-time Council (in a form of government that is not in compliance with state law), does not have statutory status or executive power.

Thus the Administrator position can be removed by the Council at any time; Grand County’s Optional Plan since 1992 does not specifically require an Administrator *per se*, thus it does not state the removal process. Grand County’s Optional Plan, however, does require the Council “to maintain and fully utilize an adequate, competent professional county staff” for oversight over the county’s operations.
As per the Committee's discussion of April 12, we interviewed all county department heads, elected officials, county council members, plus three former council members and a former county clerk auditor, 29 people in all (Appendix A). We reached out to Gavin Anderson for advice concerning whether or not the ordinance to adopt a new form of government could require a commission to employ a professional administrator and specify the administrator’s scope of authority.¹

30-minute interviews were scheduled on April 16, 17 and 19 and May 2, 3 and 9. Interviewees were assured that their responses would be confidential.

General Summary
The interviews served to bring into focus the salient issues involved in choosing a form of government for the Study Committee to recommend to the voters. All those interviewed provided thoughtful, considered responses.

Both the council-manager and commission forms are perceived as having strengths and weaknesses. A commission is perceived, especially by elected officials, as providing a more engaged governing body and giving the voters more control. A council-manager is seen by department heads as providing more stability and continuity and a helpful buffer between those conducting the county’s day-to-day business and elected/political officials. Department heads were largely satisfied with how the current system works although the Council Administrator’s span-of-control and fuzzy authority were cited as problems. In general, the challenges would be to provide professional administration in the commission form and council member engagement in the council form.

- Department heads came to the interviews well prepared having read Gavin Anderson’s hand-out on forms of government.
- Virtually all those interviewed strongly believe that a 3-person commission or council (governing body) would be a bad idea. Reasons cited included a belief that a 3-person body was too easy to sway in one direction or another, lack of diversity and possible vulnerability to corruption.
- Almost all of those interviewed thought that more than 7-members on the governing body would be a bad idea as it would make decision-making more difficult and raise expenses.
- Most of those interviewed thought that a 5-member governing body would be the best compromise between efficiency and diversity.

¹ Mr. Anderson advised that such an attempt would be uncharted legal territory. He advised that in a commission form of government the governing body would retain executive authority and could not be required to delegate to or even hire an administrator.
County department heads were unanimous in the belief that an appointed professional administrator providing direct, day-to-day supervision of county departments was very important to the efficient functioning of the county. The administrator was seen as a buffer between county departments and elected officials who may change every 4 years, whose decisions may be swayed by political/re-election concerns and may have no special expertise in the department’s field of operation.

Most elected officials and council members past and present think that a commission would better serve the county’s needs as it is likely to produce more engagement and ownership on the part of commission members than would a council-manager form of government.

There was not agreement among elected officials on whether part-time or full-time commissioners would be best.

No respondents thought that an elected county manager was a good idea.

There were mixed views of the value of electing some or all of the governing body’s members by district. A number of respondents saw no value in districts and some thought that due to the difficulty experienced in recruiting candidates, that districts encouraged candidates with low commitment to serving. We were told by several respondents that they would like to be able to vote for at least a majority of the governing body (i.e., 3 members of a 5-person body). A number of respondents said that districts helped insure diversity: that the interests of all county residents were attended to, especially those who live in the more rural parts of the county. Several respondents told us that they thought that 2 at-large and 3-district members might be a good compromise.

There was concern expressed that in the county’s complex and rapidly changing environment the workload for governing body members was already too high for part-timers.

Many of the department heads reported that while the current form of government works well for them, the council administrator’s span of control was too great.

There was general agreement that the council’s current pay was appropriate for half-time members and would allow and encourage more people to run for office. The several respondents who believed that full-time commissioners would be the best form of government see $60,000/year as the bottom of a realistic salary range.

Most respondents who addressed the issue of budgeting thought that the (new) current system is working well.
Effective 3/15/2018
17-52a-403 Study committee -- Members -- Powers and duties -- Report -- Services provided by county.

(1)
(a) A study committee consists of seven members.
(b) A member of a study committee may not receive compensation for service on the committee.
(c) The county legislative body shall reimburse each member of a study committee for necessary expenses incurred in performing the member's duties on the study committee.

(2) A study committee may:
(a) adopt rules for the study committee's own organization and procedure and to fill a vacancy in its membership;
(b) establish advisory boards or committees and include on the advisory boards or committees persons who are not members of the study committee; and
(c) request the assistance and advice of any officers or employees of any agency of state or local government.

(3)
(a) A study committee shall:
(i) study the form of government within the county and compare it with other forms available under this chapter;
(ii) determine whether the administration of local government in the county could be strengthened, made more clearly responsive or accountable to the people, or significantly improved in the interest of economy and efficiency by a change in the form of county government;
(iii) hold public hearings and community forums and other means the committee considers appropriate to disseminate information and stimulate public discussion of the committee's purposes, progress, and conclusions; and
(iv) file a written report of the study committee's findings and recommendations with the county executive, the county legislative body, and the county clerk no later than one year after the convening of the study committee's first meeting under Section 17-52a-402.
(b) Within 10 days after the day on which the study committee submits the study committee's report under Subsection (3)(a)(iv) to the county legislative body, if the report recommends a change in the form of county government, the county clerk shall send to the county attorney or, if the county does not have a county attorney, to the district attorney, a copy of each optional plan recommended in the report for review in accordance with Section 17-52a-406.

(4) Each study committee report under Subsection (3)(d) shall include:
(a) the study committee's recommendation as to whether the form of county government should be changed to another form authorized under this chapter;
(b) if the study committee recommends changing the form of government, a complete detailed draft of a proposed plan to change the form of county government, including all necessary implementing provisions; and
(c) any additional recommendations the study committee considers appropriate to improve the efficiency and economy of the administration of local government within the county.

(5)
(a) If the study committee's report recommends a change in the form of county government, the study committee may conduct additional public hearings after filing the report under Subsection (3)(d) and, following the hearings and subject to Subsection (5)(b), alter the report.
(b) Notwithstanding Subsection (5)(a), the study committee may not make an alteration to the report:
   (i) that would recommend the adoption of an optional form different from that recommended in
       the original report; or
   (ii) within the 120-day period before the election under Section 17-52a-501.
(6) Each meeting that the study committee holds shall be open to the public.
(7) If the study committee's report does not recommend a change in the form of county
    government, the report is final, the study committee is dissolved, and the process to change the
    county's form of government is concluded.
(8) The county legislative body shall provide for the study committee:
   (a) suitable meeting facilities;
   (b) necessary secretarial services;
   (c) necessary printing and photocopying services;
   (d) necessary clerical and staff assistance; and
   (e) adequate funds for the employment of independent legal counsel and professional
       consultants that the study committee reasonably determines to be necessary to help the
       study committee fulfill its duties.

Renumbered and Amended by Chapter 68, 2018 General Session
Effective 3/15/2018

17-52a-404 Contents of proposed optional plan.

(1) The study committee, a county legislative body that adopts a resolution described in Subsection 17-52a-302(1)(b), or the sponsors of a petition described in Subsection 17-52a-303(1)(a) (ii) shall ensure that each optional plan the committee, legislative body, or registered voters propose under this chapter, respectively:

(a) proposes the adoption of one of the forms of county government listed in Subsection 17-52a-405(1)(a);
(b) contains detailed provisions relating to the transition from the existing form of county government to the form proposed in the optional plan, including provisions relating to the:
   (i) election or appointment of officers specified in the optional plan for the new form of county government;
   (ii) retention, elimination, or combining of existing offices and, if an office is eliminated, the division or department of county government responsible for performing the duties of the eliminated office;
   (iii) continuity of existing ordinances and regulations;
   (iv) continuation of pending legislative, administrative, or judicial proceedings; and
   (v) making of interim and temporary appointments; and
   (vi) preparation, approval, and adjustment of necessary budget appropriations;
(c) specifies the date the optional plan becomes effective if adopted, which may not be earlier than the first day of January next following the election of officers under the new plan; and
(d) notwithstanding any other provision of this title and except with respect to an optional plan that proposes the adoption of the county commission or expanded county commission form of government, with respect to the county budget provides that:
   (i) the county executive’s role is to prepare and present a proposed budget to the county legislative body; and
   (ii) the county legislative body’s role is to adopt a final budget.

(2) Subject to Subsection (3), an optional plan may include provisions that are considered necessary or advisable to the effective operation of the proposed optional plan.

(3) An optional plan may not include any provision that is inconsistent with or prohibited by the Utah Constitution or any statute.

(4) The optional plan proponent described in Subsection (1) shall ensure that each optional plan proposing to change the form of government to the county executive-council form under Section 17-52a-203 or the council-manager form under Section 17-52a-204:

(a) provides for the same executive and legislative officers as are specified in the applicable section for the form of government that the optional plan proposes;
(b) provides for the election of the county council;
(c) specifies the number of county council members, which shall be an odd number from three to nine;
(d) specifies whether the members of the county council are to be elected from districts, at large, or by a combination of at large and by district;
(e) specifies county council members’ qualifications and terms and whether the terms are to be staggered;
(f) contains procedures for filling vacancies on the county council, consistent with the provisions of Section 20A-1-508; and
(g) states the initial compensation, if any, of county council members and procedures for prescribing and changing compensation.
(5) The optional plan proponent described in Subsection (1) shall ensure that each optional plan proposing to change the form of government to the county commission form under Section 17-52a-201 or the expanded county commission form under Section 17-52a-202 specifies:

(a) 
(i) for the county commission form of government, that the county commission shall have three members; or 
(ii) for the expanded county commission form of government, whether the county commission shall have five or seven members;

(b) the terms of office for county commission members and whether the terms are to be staggered;

(c) whether members of the county commission are to be elected from districts, at large, or by a combination of at large and from districts;

(d) if any members of the county commission are to be elected from districts, the district residency requirements for those commission members; and

(e) if any members of the county commission are to be elected at large, whether the election of county commission members is subject to the provisions of Subsection 17-52a-201(6) or Subsection 17-52a-202(6).

Renumbered and Amended by Chapter 68, 2018 General Session
CHANGE IN FORM OF COUNTY GOVERNMENT
FOUR OPTIONAL FORMS

1. Form of Government: County Commission
   a. Structure and powers: The county commission exercises both executive branch powers (administration and management of county activities) and legislative branch powers (enact ordinances and set tax levels, adopt fees and adopt a budget). All powers are exercised by one joint body.
   b. Officials: Three County Commissioners. Commissioners have staggered four-year terms and are elected at-large, unless the optional plan states otherwise.

2. Form of Government: Expanded County Commission
   a. Structure and powers: The county commission exercises both executive branch powers (administration and management of county activities) and legislative branch powers (enact ordinances and set tax levels, adopt fees and adopt a budget). All powers are exercised by one joint body.
   b. Officials: Five or seven County Commissioners. Commissioners have staggered four-year terms and are elected at-large, unless the optional plan states otherwise.

3. Form of Government: Elected Executive and Council
   a. Structure and powers: An elected county executive or mayor exercises all executive branch powers (administration and management of county activities), including veto of council legislative acts. A separate, elected county council exercises all legislative branch powers (enact ordinances and set tax levels, adopt fees and adopt a budget).
   b. Officials: A mayor or executive is elected; the term of office, qualifications and compensation are set in the optional plan of government. He or she exercises executive branch powers. Elected county council members are set out – an odd number from 3 to 9, with terms, qualifications and either at-large or by district as established in the optional plan. The council exercises all legislative powers.

4. Form of Government: Appointed Manager and Council
   a. Structure and powers: An appointed county executive or manager exercises all executive branch powers (administration and management of county activities), but not including veto of council legislative acts. A separate, elected county
council exercises all legislative branch powers (enact ordinances and set tax levels, adopt fees and adopt a budget).

b. **Officials:** A manager or executive is appointed by vote of the county council, to serve at the council’s discretion, with qualifications and compensation set in the optional plan of government. He or she exercises executive branch powers. Elected county council members are set out – an odd number from 3 to 9, with terms, qualifications and either at-large or by district as established in the optional plan. The council exercises all legislative powers.

5. **Other considerations and options:**
   
a. Other county elected officials exercise executive branch powers as established by state law (such as the county sheriff manages police activities and the jail) and the elected or appointed manager does not hold those executive branch powers which are vested by statute in the other elected officials.

b. The offices of the other county elected officials may be consolidated in one person, such as a clerk/auditor, in a process set out in state law or as consolidated in the optional plan. If consolidated, the statutory duties of the two officers must still be performed by some other elected official, as provided in the optional plan.

c. There is an option for the plan to provide for city/county consolidation, though this may not be viable in small or rural counties, or counties that do not provide municipal services in unincorporated areas. Doing so would merge the county with the largest city in the county and vest in the new entity all the statutory powers of both cities and counties.
Typical Powers and Duties of a County Legislative Body

The Council is the legislative body of _______ County, and is vested with all legislative powers of the County. The specific enumeration of legislative powers herein shall not be construed to limit the legislative powers of the Council. Within the scope and subject to the limits of its lawful powers and duties, the Council shall have the power to:

1. Consider and adopt ordinances, rules, regulations and resolutions, not repugnant to general law, which are necessary and proper to the discharge of the Council's duties and in accordance with state statute.
2. Consider and adopt an administrative code including policies, procedures and regulations governing the affairs and management organization of the County.
3. Adopt, by ordinance, rules governing the activities, meetings and organization of the Council, such rules to be in accordance with this Plan and with general law and state statute.
4. Establish and adopt a budget, set and levy taxes, and establish fees as may be necessary and proper to the discharge of the Council's duties and in accordance with state statute.
5. Fix salaries and benefits of county officers and employees in accordance with state statute; county ordinances, policies and procedures; and this Plan.
6. Require information from the Executive, other elected County officials, and County employees and conduct hearings on matters of public concern to assist in the performance of its legislative responsibilities and for the purpose of investigating any matter pertaining to the County, its business
affairs, or any officer thereof. In connection with such hearings, the
Council may by subpoena require the attendance of witnesses or the
production of documents and other evidence, may administer oaths, and
may take testimony.

7. Conduct quasi-judicial hearings, including serving as the board of
equalization and acting as a final board of review for hearing appeals
regarding planning and zoning, license revocation, and similar matters as
may be provided by statute, ordinance or other law.

8. Advise and consent to appointments in the Executive Branch, where such
advice and consent is authorized by this Plan or by state statute.

9. Override vetoes of the Executive, by two-thirds vote of all the members of
the Council, within fifteen days after the Council Chair has received
written notice of the veto by the Executive.

10. In accordance with state statute, supervise the conduct of all county
officers, and the officers of subdivisions of the County, and see that they
perform their duties.

11. Within one year after each decennial census report, modify council
districts in accordance with state statute and this Plan.

12. Divide the County into precincts and other districts required by law and
change and create them as convenience requires and as provided by state
statute.

13. Fill vacancies on county boards whose membership is, pursuant to state
law, composed of Council appointees.

14. Grant franchisees over and along county roads for all lawful purposes and
according to such terms and conditions as the Council determines
appropriate, in accordance with state statute.
15. Provide for the development of County resources as shall appear appropriate to the Council, and in accordance with state statute.

16. Do and perform every other act of a legislative nature, which is necessary and proper to the Council's powers and functions and which is not prohibited by this Plan, state statute or general law.

**Typical Powers and Duties of a County Executive**

The Chief Executive Officer of _______ County is vested with all executive and administrative powers and duties except those executive and administrative responsibilities vested, by state statute, in independent elected officials. The specific enumeration of executive powers herein shall not be construed to limit the executive powers of the Executive. The Executive's powers include, without limitation, the power to:

1. Manage and direct the activities of the county in a manner consistent with ordinance and this Plan, including the supervisory management and direction of departments, divisions, sections, activities or agencies as now constituted or as may be created in the future, but not including the executive activities of the independent elected officials.

2. Carry out and enforce the programs and policies of the County Council.

3. Carry out and enforce the internal operating regulations, policies and procedures of the County.

4. Faithfully execute and ensure compliance with the laws and ordinances of the County and enforce the terms of county franchises, contracts and other undertakings.
5. Assign employees and work in the Executive Branch.

6. Appoint, suspend and remove county department directors and the members of County commissions and boards, with Council advice and consent. In the exercise of this power, the Mayor shall have the power to establish standards, qualifications, criteria and procedures to govern these appointments, in accordance with state statute and County ordinance.

7. Exercise control over county assets, funds, and property, except as that authority is delegated by state statute to some other elected County officer.

8. Prepare and present a budget to the Council. [The preparation of a county budget may be a duty of the executive or the auditor.]

9. Have access to and review county books, accounts and funds necessary to perform the executive function under the Plan, county ordinance and state statute. In the exercise of this power, the Mayor may maintain a continuing review of expenditures and effectiveness of budgetary control in the several departments and agencies of the Executive Branch, and may supervise and conduct audits for budget and management purposes.

10. Negotiate and execute contracts for the purchase of goods and services. In the exercise of this power, the Mayor shall sign all documents or instruments on behalf of Salt Lake County, including contracts and real estate or bonding documents, but excluding legislative acts of the Council or documents which are to be signed by the County Clerk or other County Officer. The Mayor shall follow all ordinances regarding the processing of county contracts and similar undertakings.

11. Consider, adopt and implement long range planning, programs and improvements.

12. Act as intergovernmental relations liaison.
13. Exercise the power of veto and line item budget veto within 15 days of any legislative enactment, provided that such veto or line item budget veto, as provided by law, shall be made in writing and directed to the Council Chair. [*The veto power is not granted to an appointed county executive.*]

14. Shall attend and participate in Council meetings and discussions, with automatic standing, on every agenda, personally or through a deputy, but without the right to vote and without such attendance counting towards a quorum.

15. Do and perform every other act of an executive nature, which is necessary and proper to the Council's powers and functions and which is not prohibited by this Plan, state statute or general law.

State Statutes of Interest

**17-50-101 Definitions.**

As used in this title:

(1) “County” means a unit of local government that is a body corporate and politic and a legal subdivision of the state, with geographic boundaries as described in Section 17-50-104, and powers as provided in Part 3, County Powers.

(2) “Executive,” when used to describe the powers, duties, or functions of a person or body elected as the county executive or a person appointed as the county manager or administrative officer, refers to:

   (a) the power and duty to carry laws and ordinances into effect and secure their due observance; and
   (b) those powers, duties, and functions that, under constitutional and statutory provisions and through long usage and accepted practice and custom at the federal and state level, have come to be regarded as belonging to the executive branch of government.

(3) “Legislative,” when used to describe the powers, duties, or functions of a county commission or council, refers to:

   (a) the power and duty to enact ordinances, levy taxes, and establish budgets; and
(b) those powers, duties, and functions that, under constitutional and statutory provisions and through long usage and accepted practice and custom at the federal and state level, have come to be regarded as belonging to the legislative branch of government.

17-53-201 General powers, duties, and functions of county legislative body.
(1) Except as expressly provided otherwise in statute, each county legislative body shall exercise all legislative powers, have all legislative duties, and perform all legislative functions of the county, including those enumerated in this part.
(2) A county legislative body may take any action required by law and necessary to the full discharge of its duties, even though the action is not expressly authorized by statute.

17-53-301 General powers, duties, and functions of county executive.
(1) The elected county executive is the chief executive officer of the county.
(2) Each county executive shall exercise all executive powers, have all executive duties, and perform all executive functions of the county, including those enumerated in this part, except as expressly provided otherwise in statute and except as contrary to the powers, duties, and functions of other county officers expressly provided for in:
   (a) Chapter 16, County Officers;
   (b) Chapter 17, County Assessor;
   (c) Chapter 18a, Powers and Duties of County and District Attorney;
   (d) Chapter 19a, County Auditor;
   (e) Chapter 20, County Clerk;
   (f) Chapter 21, Recorder;
   (g) Chapter 22, Sheriff;
   (h) Chapter 23, County Surveyor; and
   (i) Chapter 24, County Treasurer.
(3) A county executive may take any action required by law and necessary to the full discharge of the executive’s duties, even though the action is not expressly authorized in statute.

17-53-106 Supervision of county elected officers -- Legislative body and executive may examine and audit accounts and conduct investigation.
(1) As used in this section, “professional duties” means a county elected officer’s functions, duties, and responsibilities specifically provided for by law and includes:
   (a) the exercise of professional judgment and discretion reasonably related to the
officer's required functions, duties, and responsibilities; and
(b) the management of deputies and other employees under the supervision of
the elected officer under statute or county ordinance, policy, or regulation.

(2)
(a) A county legislative body and a county executive each:
   (i) may generally direct and supervise all elected county officers and
       employees to ensure compliance with general county administrative
       ordinances, rules, or policies;
   (ii) may not direct or supervise other elected county officers or their sworn
        deputies with respect to the performance of the professional duties of the
        officers or deputies;
   (iii) may examine and audit the accounts of all county officers having the care,
        management, collection, or distribution of money belonging to the county,
        appropriated to the county, or otherwise available for the county's use and
        benefit; and
   (iv) may investigate any matter pertaining to a county officer or to the county
        or its business or affairs, and may require the attendance of witnesses and take
        evidence in any such investigation.

(b) In an investigation under Subsection (2)(a)(iv):
   (i) the county executive or any member of the county legislative body may
       issue subpoenas and administer oaths to witnesses; and
   (ii) if the county legislative body appoints members of the legislative body as a
        committee and confers on the committee power to hear or take evidence, the
        committee shall have the same power as the full county legislative body.

(3) Nothing in this section may be construed to prohibit the county executive or
county legislative body from initiating an action for removal or prosecution of an
elected county officer as provided by statute.
## COUNTY GOVERNING BODY

<table>
<thead>
<tr>
<th>County Council Form: Out of Compliance with Current State Code</th>
<th>County Commission</th>
<th>Expanded County Commission</th>
<th>County Council with Elected Executive/County Mayor with Veto Power</th>
<th>County Council with Appointed Manager (not Administrator)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utah counties currently using the form of government</td>
<td>Grand &amp; Morgan</td>
<td>All remaining 23 counties</td>
<td>None</td>
<td>Salt Lake &amp; Cache</td>
</tr>
<tr>
<td>Partisan or non-partisan election</td>
<td>Non-partisan</td>
<td>Partisan</td>
<td>Partisan</td>
<td>Partisan</td>
</tr>
<tr>
<td>Term limits</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Recall election</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Number of Commissioners/Council Members</td>
<td>7</td>
<td>3</td>
<td>5 or 7</td>
<td>3, 5, 7 or 9</td>
</tr>
<tr>
<td>Number of counties utilizing appointed Administrators (with limited executive authority) by Commission/Council choice</td>
<td>1 (Grand)</td>
<td>3 FT Commissions have Administrators (Beaver, Juab &amp; Washington); 2 PT Commissions have Administrators (San Juan &amp; Sevier)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Optional Plan requirements per State Code for Elected Executive/County Mayor or Appointed Manager</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Optional Plan shall provide qualifications, time, and manner of election, term of office and compensation of the County Executive</td>
</tr>
<tr>
<td>Size of counties using each form based on population (6th class of 4,000 or fewer to 1st class of 700,000+ pop.)</td>
<td>5th class</td>
<td>2nd through 6th classes</td>
<td>N/A</td>
<td>Salt Lake Co. 1st class; Cache 3rd class; Summit 3rd class; Wasatch 4th class</td>
</tr>
<tr>
<td>Counties currently changing to a new form of government</td>
<td>Grand &amp; Morgan, recommended form to be determined</td>
<td>Toole voluntarily recommending a change to Council with Appointed Manager form; Utah County voluntarily making a recommendation to change</td>
<td>N/A</td>
<td>None</td>
</tr>
<tr>
<td>Full time or part time Commissioners/Council Members</td>
<td>PT, no benefits (same for Morgan)</td>
<td>FT (14 counties); PT (9 counties)</td>
<td>N/A</td>
<td>2 counties PT</td>
</tr>
<tr>
<td>Average 2019 salary of each Commissioner/Council Member, excluding benefits</td>
<td>$35,000 Grand Chairperson; $31,000 Council Members</td>
<td>$73,970 FT (14 counties); $35,901 PT (9 counties)</td>
<td>N/A</td>
<td>$41,709 Salt Lake Co. Mayor; $12,549 Cache</td>
</tr>
<tr>
<td>Average 2019 salary of the group of Commissioners/Council Members, excluding benefits</td>
<td>$221,000 Grand with 7 PT</td>
<td>$221,910 FT; $107,703 PT</td>
<td>N/A</td>
<td>$87,843 Cache with 7 PT</td>
</tr>
<tr>
<td>Average 2018 salary of Administrator/Elected Executive/County Manager, excluding benefits</td>
<td>$85,195 Grand Administrator</td>
<td>$80,666 (Average of salaries of 5 Utah Administrators)</td>
<td>N/A</td>
<td>$102,264 Cache Elected Executive $134,569 Wasatch Co. Manager (Summit Co. Manager salary not readily available)</td>
</tr>
<tr>
<td></td>
<td>County Council Form: Out of Compliance with Current State Code</td>
<td>County Commission</td>
<td>Expanded County Commission</td>
<td>County Council with Elected Executive/County Mayor with Veto Power</td>
</tr>
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</tr>
<tr>
<td><strong>Grand Total:</strong> Average 2019 salary of the group of Commissioners/Council Members (excluding benefits) PLUS average 2018 salary of Administrator/Elected Executive/County Manager,* (excluding benefits). Excludes all other Commission/Council Office support staff.</td>
<td>$306,195 Grand with 7 PT and Council Administrator</td>
<td>$302,576 with 3 FT (3 of 14 of which have Administrators); $188,369 with 3 PT (2 of 9 of which have Administrators)</td>
<td>N/A</td>
<td>$190,107 Cache with 7 PT and Elected Executive</td>
</tr>
<tr>
<td>Commissioners/Council Members elected from districts, at large, or by a combination of at large and from districts</td>
<td>Districts, At Large, or Combination</td>
<td>Districts, At Large, or Combination</td>
<td>Districts, At Large, or Combination</td>
<td>Districts, At Large, or Combination</td>
</tr>
<tr>
<td>Legislative Power: Power and duty to enact ordinances, levy taxes, and establish budgets and fees; adopt administrative code including policies, procedures &amp; regulations; conduct hearings on matters of public concern; fix salaries &amp; benefits of county officers &amp; employees; and more</td>
<td>Held by Grand County Council</td>
<td>Held by Commission</td>
<td>Held by Commission</td>
<td>Held by Council</td>
</tr>
<tr>
<td>Executive Power: Power and duty to carry laws &amp; ordinances into effect and secure their due observance; manage &amp; direct the activities of the county; supervisory management &amp; direction of departments including appointing, suspending and removing county department heads, yet not directing or supervising elected county officials or their sworn deputies with respect to the performance of the professional duties of the officials or deputies; and more</td>
<td>Held by Grand County Council</td>
<td>Held by Commission</td>
<td>Held by Commission</td>
<td>Held by Elected Executive/ Elected County Mayor</td>
</tr>
<tr>
<td>Executive power is expressly delegated in State Code for the specific form</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

This information was compiled by the Grand County Council Administrator on behalf of the Grand County Change in Form of Government Study Committee for the convenience of the public and to the best of the Study Committee's knowledge.

*excluding 10 Salt Lake County Administrators' salaries (data would skew averages)
**Agenda Item:** Approving proposed Safety Incentive Program

**Fiscal Impact:** None in 2019.

**Presenter(s):** Renee Baker, Risk Manager

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**Recommendation:**
I move to approve the Team Appreciation and Recognition Program through the Trust and authorize the Chair to sign all associated documents.

**Background:**
On the July 16th Council meeting, you heard Darin Palmer from the Trust speak on the benefits of the program, and that we need to have a program in place by the end of 2019 to receive the 5% annual return on liability and workers compensation programs in 2020. We can use the return money to fund the program. By having the TARP in place, it keeps the employee’s mind on safety month to month, and not only will get a return on premium but we will see our EMOD go down in future years. A lower EMOD lowers the amount of money we spend on monthly premiums. Currently our EMOD is at 1.55, ideally we want to get to a 1 or below.

The Safety and Accident Review Committee spoke on the how we can effectively use a program to get our EMOD lower and keep our employees safe. It was decided with the help of the Trust that a small monthly reward ($5 dollar gift certificate) given to each person on a team who did not have a preventable accident in the month will have the best outcome. The Trust has assembled the Team and reporting data and will continue to do so month to month,

We have received some funds from the Trust Accountability Program (TAP) from the Trust to fund this program 2019, what we need is an approval to get started in September, so that we test the effectiveness program and be eligible for the 5% return in 2020.

**Attachment(s):**
1. Letter from the Trust describing the benefits of the program.
2. July Teams and Accident Reporting Data (Example, Teams have been updated with current employees)
3. Letter that will go out to employee’s pending Council approval of the program.
July 2, 2019

Mayor, Commissioner, Manager, or Director
Grand County
125 E. Center Street
Moab, UT 84532

Dear Trust Member,

At the annual meeting I announced our new Team Appreciation and Recognition Program (TARP). The TARP provides members with a 5% return of both your liability and workers compensation premium. The TARP simplifies and replaces the former Trust Accountability Program (TAP). There is only one element required for TARP, a qualified Team Appreciation and Recognition Program. Of course, all Best Practices of the former TAP are still important and encouraged.

The TARP is a simple, fun, and engaging way to help reduce loss and injury in the workplace and our communities – keeping people safe. It’s simple and it works. Dozens of Trust members are experiencing tremendous success from embracing TARP (see attached). As a byproduct, we’re able to cut costs and save money. It works and benefits you.

The formula is simple, your people come together to develop a Team Appreciation and Recognition Program including the following elements:

1. **Measurement** (consistent tracking of loss and injury frequency)
2. **Accountability** (frequent reporting to keep teams informed and involved)
3. **Celebration** (frequent low cost, high impact appreciation and recognition)

Good news: The Trust will gather, track, and measure your loss and injury frequency (#1). The Trust will also create and update your accountability reports (#2). You provide the low cost, high impact Team Appreciation and Recognition (#3).

In addition to moving the needle in measures of safety and performance, members embracing TARP report a significant increase in employee morale, teamwork, and productivity.

We will reach out to you with more details and support.

Thank you for your membership in the Trust and thank you for **Being All In**.

Sincerely,

Steven A. Hansen CEO

Attachment
## GRAND COUNTY

**Sheriff's Department**

### Team Appreciation and Recognition

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✔️ = Qualified  ✗ = Not Qualified

### Teams

#### TEAM 1
- Aaron Fry
- Hollan Moore
- Jessica Stotz
- Nathaniel Whitney
- Justin Meacham
- Jamison Wiggins
- Eve Brannan
- Landon Leavitt

#### TEAM 2
- Haley Mosher
- Jared Palmer
- Jenny Tuft
- Kim Neal
- **Joshua Staples**
- James Black
- Jennifer Swenson
- Daniel Malone

#### TEAM 3
- Gary Croasmun
- Benjamin Russo
- **Darrel Mecham**
- Richard Bailey
- Micah Ward
- **Joshua Honour**
- Mindy Lammert
- Levi Mallory

#### TEAM 4
- Shan Hackwell
- Tina Marshall
- Steven White
- **Bradley Hines**
- Austin Brewer
- Curt Brewer
- Alfred Cymbaluk
Grand County Frequency Trend
Average Claims Per Month

Sheriff Team Performance
Accident Free vs Not

Teams 1, 2, 3, 4

Accident Free
Not Accident Free
## GRAND COUNTY
### Road & Maintenance
### Team Appreciation and Recognition

<table>
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<th>JAN</th>
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**TEAM 1**
- MAINTENANCE
  - Leo Dutilly
  - Randall Fugit
  - Dayana Chaires
  - Angela Book
  - Stephen Swift
  - Vesta Higgs
  - Gregory Poor

**TEAM 2**
- MAINTENANCE
  - Daryl Rowe
  - Harold Johnson
  - Joseph Thurman
  - John Coesens
  - Matthew Bailey
  - Shanon Amsberry

**TEAM 3**
- ROAD
  - Loren Johnson
  - Stanley Madsen
  - Cody McKinney
  - Anthony Mosher
  - Duke Relitz
  - Derek Sims

**TEAM 4**
- ROAD
  - Glen Arthur
  - Jason Beddoes
  - Tawny Boyd
  - Richard Burgess
  - Kenneth Davis
  - Charles Ross
  - Michael Strible

**TEAM 5**
- ROAD
  - Warren Domenick
  - Duane Frandsen
  - Verle Green
  - Bill Jackson
  - John Jackson
  - Barry Setzer
# GRAND COUNTY

## Team Appreciation and Recognition

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❌ = Not Qualified

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**TEAM 1**
PLANNING, ZONING & RECORDER
- Kenneth Gordon
- Zachary Levine
- Russell Von Koch
- John Cortes
- Vauna Randall
- Regina Winters

---

**TEAM 2**
SURVEYOR & TREASURER
- Lucas Blake
- Christopher Kauffman
- Deborah Littlefield
- Peggy Taylor
- Frances Townsend

---

**TEAM 3**
JUSTICE COURT
- Rhonda Greaves
- Marsha Humphreys
- Deborah Lawley
- David Tubbs

---

**TEAM 4**
MOAB PROMOTION
- Lee Asay
- Helen Davis
- Kelli Day
- Elaine Gizler
- Michele Hill
- Margaret Patterson
- Robert Riberia
Grand County Frequency Trend
Average Claims Per Month

Team Performance
Accident Free vs Not

Teams 1, 2, 3, 4

Accident Free
Not Accident Free
GRAND COUNTY

Team Appreciation and Recognition

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TEAM 1
LIBRARY
Mary Adair
Jean Carson
Remy Davis
Eliza Farnsworth
Stephanie Flint
Meghan Flynn
Timothy Graham
Silvia Payne
Thomas Spruill

TEAM 2
LIBRARY
Jessica Magleby
Jennifer Haraden
Auburn Jackman
Stanley Johnson
Ryan Lewis
Adrea Lund
Shaycee Renn
Faylene Roth
Carrie Valdes

TEAM 3
FAMILY SUPPORT CENTER
Audrey Graham
Jenny McDougall
Leandra Myers-Hickman
Tanya Relitz
Sherilyn Sowell
Corina Spence
Karris Trujillo
April Walker

TEAM 4
FAMILY SUPPORT CENTER
Dayana Chaires
Loretta Eastwood
Verleen Striblen
Sanda O’Donnal
Brooklynnne Brox
Dianna Tangren
Brenda Wyatt
July 2019

**Grand County Frequency Trend**  
*Average Claims Per Month*

**Team Performance**  
*Accident Free vs Not*

- Teams 1, 2, 3, 4

- **Accident Free**
- **Not Accident Free**

---

Graphs showing the trend of average claims per month from 2015 to 2019 and a pie chart comparing accident-free and not accident-free teams.
## GRAND COUNTY

### Team Appreciation and Recognition

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### TEAM 1
**ATTORNEY CHILD JUSTICE**
- Matthew Brooks
- Emily Butterfield
- Danalee Gerber
- **Terri Hines**
- Cristin Hofhine
- Christina Sloan
- Aubrey Davis
- Anita Gates

### TEAM 2
**CLERK AUDITOR**
- Christina Backes
- Christopher Baird
- Renee Baker
- Diana Carroll
- Janna Kyle
- Jana Smith
- Cheryl Stewart
- John West

### TEAM 3
**ADMIN & COUNCIL**
- Matthew Ceniceros
- Tara Collins
- Ruth Dillon
- Bryony Hill
- Evan Clapper
- Audrey Graham

### TEAM 4
**ADMIN & COUNCIL**
- Robert Halliday
- Jaylyn Hawks
- Mary McGann
- Dexter Morse
- Rory Paxman
- Curtis Wells

### TEAM 5
**ASSESSOR**
- Marcy Babcock
- Jill McKinney
- Jennifer Murphy
- Deboreena Swasey
# GRAND COUNTY
## Team Appreciation and Recognition

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**TEAM 1**
- AIRPORT: Judson Hill, Mark Marcum, Lisa Silliman, Tammy Howland, Doran Michels, Mason Tranter, Timothy Brewer, Brandon McGuffee, Gary Springer
- AIRPORT: Elizabeth Nance, Tim Higgs, William Robinson, Robbie Wood, Brenden McGann, Jacob Higgs, Matthew Metcalf, Elizabeth Weimholt, Robert Buckingham, Andrew Stiles, Frank Medonca, Nader Ardalan, Jacob Blackwelder, Paul Collins, Mike Coronella, Jim Gostlin, Seamus Hannigan, Monica Holyoak, Brett Sherman, Glenn Sherrill, Archie Walker

**TEAM 2**
- WEED - MMAD-CEM: Elizabeth Nance, Tim Higgs, William Robinson, Robbie Wood, Brenden McGann, Jacob Higgs, Matthew Metcalf, Elizabeth Weimholt, Robert Buckingham, Andrew Stiles, Frank Medonca, Nader Ardalan, Jacob Blackwelder, Paul Collins, Mike Coronella, Jim Gostlin, Seamus Hannigan, Monica Holyoak, Brett Sherman, Glenn Sherrill, Archie Walker
- AIRPORT: Elizabeth Nance, Tim Higgs, William Robinson, Robbie Wood, Brenden McGann, Jacob Higgs, Matthew Metcalf, Elizabeth Weimholt, Robert Buckingham, Andrew Stiles, Frank Medonca, Nader Ardalan, Jacob Blackwelder, Paul Collins, Mike Coronella, Jim Gostlin, Seamus Hannigan, Monica Holyoak, Brett Sherman, Glenn Sherrill, Archie Walker

**TEAM 3**
- SEARCH & RESCUE: Frank Medonca, Nader Ardalan, Jacob Blackwelder, Paul Collins, Mike Coronella, Jim Gostlin, Seamus Hannigan, Monica Holyoak, Brett Sherman, Glenn Sherrill, Archie Walker
- SEARCH & RESCUE: Frank Medonca, Nader Ardalan, Jacob Blackwelder, Paul Collins, Mike Coronella, Jim Gostlin, Seamus Hannigan, Monica Holyoak, Brett Sherman, Glenn Sherrill, Archie Walker

**TEAM 4**
- SEARCH & RESCUE: Frank Medonca, Nader Ardalan, Jacob Blackwelder, Paul Collins, Mike Coronella, Jim Gostlin, Seamus Hannigan, Monica Holyoak, Brett Sherman, Glenn Sherrill, Archie Walker
- TRAIL MAINTENANCE: Micah Johnson, Erinn Looney-Triggs, John Marshall, Nancy May, Craig Sanchez, Melissa Nerone, William Robinson, Tom Shellenberger, Jacob Suter, Margaret Swenson, James Webster

**TEAM 5**
- TRAIL MAINTENANCE: Madeline Logowitz, Kaitlin Myers, Joe Englebrecht, Ridge Murdock, Matthew Olding, Mark Thronberry

**TEAM 6**
- TRAIL MAINTENANCE: Tyson Swasey, Andrea Brand, Derek Hansen, Songa Nicolaisen, Mary Santagelo, Thomas Turner
In an effort to make safety a top priority, Grand County is instituting a team-based safety incentive program. County officials and administrators have worked closely with our insurance and risk management partner to design a program with key elements proven to protect employees, citizens and county assets. The incentive program will begin September 1st. Here are the details:

**WHO?**
All county employees can earn a monthly reward based on the performance of their team. Each team has 8-10 employees. Team assignments are listed below.

**WHAT?**
The reward will be a $5 gift certificate payable on a monthly basis. If any member of your assigned team experiences a preventable accident, as determined by the county’s safety committee, then your team forfeits the monthly incentive. Areas of focus include employee injury, property or auto damage. Team performance will be tracked and disseminated monthly via email.

**WHY?**
An effective safety incentive program helps keep employees safe. It saves tax dollars and helps us provide better service to our citizens. Most importantly, it raises awareness and means you can go home safely each day.

Remember, the county requires that you report any and all incidents to your supervisor by the end of your shift. This will help to maintain the integrity of the program, ensuring that employees and assets receive the attention they need in an expeditious manner.

*Thank you for your support!*
## Agenda Summary

**Grand County Council Meeting**  
August 20, 2019  
Agenda Item: M

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Approving proposed project list to be submitted to the Grand County Transportation Special Service District for consideration of project funding for 2020</th>
</tr>
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<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>None</td>
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<tr>
<td><strong>Presenter(s):</strong></td>
<td>Bill Jackson, Grand County Road Supervisor</td>
</tr>
</tbody>
</table>

### Recommendation:

I move to approve the 2020 project list to be submitted to the Grand County Transportation Special Service District for consideration of funding and authorize the Chair to sign all associated documents.

### Background:

Every year a project list is presented to the Council for approval to be presented to the GCTSSD for consideration of funding submitted projects.

### Attachment(s):

2020 GCTSSD Project list.
# 2020 Proposed GCTSSD Projects

To: Grand County Council  
From: Bill Jackson  
Date: August 20, 2019

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Estimated Cost</th>
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<td>Storm Water</td>
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<td>1. Jackson Street storm water mitigation phase 2 match</td>
<td>$100,000</td>
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<tr>
<td>2. Murphy Lane storm drain tie in</td>
<td>$90,000</td>
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<td><strong>Total</strong></td>
<td><strong>$190,000</strong></td>
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**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**AUGUST 20, 2019**

**Agenda Item: N**

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Approving proposed bid award for the construction of the Arbor/Hecla Subdivisions Road Improvements</th>
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<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>$824,350.00 Road Capital Project Fund (within budget)</td>
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<tr>
<td><strong>Prenter(s):</strong></td>
<td>Bill Jackson, Grand County Road Dept. Road Supervisor</td>
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**Recommendation:**
I move to approve the bid award to Kilgore Companies LLC dba LeGrand Johnson for the Arbor/Hecla Subdivisions Road Improvements in the amount of $824,350.00, and authorize the Chair to sign all associated documents.

**Background:** This project will replace the Curb, Gutter and Asphalt in Hecla Subdivision, It will replace Curb, Gutter, Sidewalk and Asphalt on Arbor Drive. The areas have failing concrete and aging asphalt. It will improve drainage in these areas also.

**Attachment(s):**
- Advertisement For Bids
- Jones & DeMille Bid Tabulation
- Contractor Bid
- Qualifications Statement
- Construction Contract
- Notice of Award

---

Prepared By:
Glen Arthur
Assistant Supervisor
Grand County Road Dept.
435-259-5308
garthur@grandcountyutah.net

For Office Use Only:
Attorney Review:
Pending Approval
DOCUMENT 00 11 13
ADVERTISEMENT FOR BIDS

Owner: Grand County
125 E Center St.
Moab, Utah 84532

Separate sealed BIDS for the construction of the Grand County - Arbor/Hecla Subdivisions Road Improvements, which includes Storm Drainage Improvements, Curb, Sidewalk, Pavement Rehabilitation, and related work, will be received by Grand County at the Grand County Clerk’s office, care of Chris Baird, at 125 E Center St. Moab, UT 84532 until 2:00 p.m. on July 11th, 2019. Bids will be publicly opened and read aloud at the Grand County Commission Chambers at 2:00 p.m. on July 11th, 2019.

The Issuing Office for the Bidding Documents is: Jones & DeMille Engineering, 16 E 300 S, Monticello, Utah 84535, (435) 587-9100. For questions regarding the Bidders List and accessing project manual & plans, email Marysa at marysa.r@jonesanddemille.com; for project specific or technical questions, email Scoot Flannery at scoot@jonesanddemille.com.

Printed copies of the Bidding Documents may be obtained from the Issuing office during business hours, upon payment of $40.00 for each set, no part of which will be refunded. Electronic copy (PDF) may be obtained for download at www.jonesanddemille.com or www.questcdn.com for $30.00.

A pre-bid conference will be held at 10:00 a.m. local time on June 27th at the Grand County Road Shed located at 3500 S. Highway 191, Moab, UT 84532. Attendance at the pre-bid conference is mandatory.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Bidders shall submit evidence of qualifications to perform the Work as described in the Instructions to Bidders.

June 19th, 2019

Bill Jackson, Grand County Road Supervisor
<table>
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<tr>
<th>Item No.</th>
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<td>L.S.</td>
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<td>C - roadway surface preparation</td>
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<td>6</td>
<td>F - Roadway Curb &amp; Gutter</td>
<td>T.F.</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>7</td>
<td>G - Roadway Curb &amp; Gutter</td>
<td>T.F.</td>
<td>1</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>8</td>
<td>H - Pavement Marking</td>
<td>Hr.</td>
<td>55</td>
<td>$1,000.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>9</td>
<td>I - Storm Drainage Structures</td>
<td>T.F.</td>
<td>1</td>
<td>$250,000.00</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>10</td>
<td>J - Traffic Signal Poles &amp; Pedestrian Signal Poles</td>
<td>T.F.</td>
<td>1</td>
<td>$350,000.00</td>
<td>$350,000.00</td>
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<tr>
<td>11</td>
<td>K - Electrical Delineation</td>
<td>Hr.</td>
<td>10</td>
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<td>$50,000.00</td>
</tr>
<tr>
<td>12</td>
<td>L - Street Lighting</td>
<td>Hr.</td>
<td>10</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>13</td>
<td>M - Street Lighting</td>
<td>Hr.</td>
<td>10</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
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<tr>
<td>14</td>
<td>N - Storm Drainage Structures</td>
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<td>$250,000.00</td>
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<tr>
<td>15</td>
<td>O - Roadway Curb &amp; Gutter</td>
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<td>1</td>
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<td>$25,000.00</td>
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<tr>
<td>16</td>
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<td>$30,000.00</td>
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<tr>
<td>17</td>
<td>Q - Roadway Curb &amp; Gutter</td>
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<td>1</td>
<td>$35,000.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>18</td>
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<td>Hr.</td>
<td>10</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
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<td>S - Pavement Marking</td>
<td>Hr.</td>
<td>10</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>20</td>
<td>T - Pavement Marking</td>
<td>Hr.</td>
<td>10</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>21</td>
<td>U - Storm Drainage Structures</td>
<td>T.F.</td>
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<td>$250,000.00</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>22</td>
<td>V - Roadway Curb &amp; Gutter</td>
<td>T.F.</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>23</td>
<td>W - Roadway Curb &amp; Gutter</td>
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<td>$30,000.00</td>
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<tr>
<td>24</td>
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<td>1</td>
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<td>$35,000.00</td>
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<tr>
<td>25</td>
<td>Y - Pavement Marking</td>
<td>Hr.</td>
<td>10</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>26</td>
<td>Z - Pavement Marking</td>
<td>Hr.</td>
<td>10</td>
<td>$5,000.00</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Total: $824,350.00
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<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Recipient</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Bidder's Acknowledgements</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Bidder's Representations</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Bidder's Certification</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Basis of Bid</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Time of Completion</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Attachments to this Bid</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Defined Terms</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Bid Submittal</td>
<td>4</td>
</tr>
</tbody>
</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Grand County, c/o Chris Baird, County Clerk at 125 E Center St., Moab, UT 84532.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum, Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>July 10, 2019</td>
</tr>
<tr>
<td>2</td>
<td>July 10, 2019</td>
</tr>
</tbody>
</table>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related...
observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will indicate available start date. Feb/March 2020

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>L.S.</td>
<td>1</td>
<td>45,000</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>L.S.</td>
<td>1</td>
<td>25,000</td>
</tr>
<tr>
<td>3</td>
<td>Exploratory Excavation</td>
<td>Hour</td>
<td>40</td>
<td>2,500</td>
</tr>
<tr>
<td>4</td>
<td>Remove Roll Curb</td>
<td>L.F.</td>
<td>1960</td>
<td>5.25</td>
</tr>
<tr>
<td>5</td>
<td>Remove Standard Curb &amp; Gutter</td>
<td>L.F.</td>
<td>2780</td>
<td>5.25</td>
</tr>
<tr>
<td>6</td>
<td>Remove Sidewalk / Concrete Flatwork</td>
<td>S.F.</td>
<td>12370</td>
<td>11,133</td>
</tr>
<tr>
<td>7</td>
<td>Remove Cross Gutter</td>
<td>S.F.</td>
<td>420</td>
<td>4,100</td>
</tr>
<tr>
<td>8</td>
<td>Remove Junction Box / Catch Basin</td>
<td>Each</td>
<td>3</td>
<td>240</td>
</tr>
<tr>
<td>9</td>
<td>Remove Pipe Culvert / Stormdrain Pipe</td>
<td>L.F.</td>
<td>250</td>
<td>11,000</td>
</tr>
<tr>
<td>10</td>
<td>Untreated Base Course</td>
<td>Tons</td>
<td>200</td>
<td>2,750</td>
</tr>
<tr>
<td>11</td>
<td>Pulverize Existing Asphalt, 8&quot; Thick</td>
<td>S.Y.</td>
<td>12160</td>
<td>41,952</td>
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<tr>
<td>12</td>
<td>Asphalt Pavement HMA 1/2&quot;</td>
<td>Tons</td>
<td>2100</td>
<td>1,244,700</td>
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<td>13</td>
<td>Roll Curb</td>
<td>L.F.</td>
<td>4725</td>
<td>129,465</td>
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<td>14</td>
<td>Concrete Cross Gutter (8&quot; Thick)</td>
<td>S.F.</td>
<td>900</td>
<td>13,410</td>
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<tr>
<td>15</td>
<td>Standard Curb &amp; Gutter</td>
<td>L.F.</td>
<td>35</td>
<td>1,750</td>
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<td>Concrete Sidewalk</td>
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<td>7,900</td>
<td>73,470</td>
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<td>ADA Ramps</td>
<td>Each</td>
<td>2</td>
<td>3,700</td>
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<td>18</td>
<td>Concrete Flatwork - 4&quot; Thick</td>
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<td>20</td>
<td>Concrete Manhole Collar</td>
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<td>6</td>
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</tr>
<tr>
<td>21</td>
<td>Concrete Valve Collar</td>
<td>Each</td>
<td>6</td>
<td>3,390</td>
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<td>22</td>
<td>Landscape repair</td>
<td>S.F.</td>
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<td>570,025</td>
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<td>24&quot; Corrugated HDPE Storm Drainpipe</td>
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<td>26</td>
<td>Catch Basin (Open Back Drop Inlet)</td>
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<td>1</td>
<td>5,350</td>
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<tr>
<td>27</td>
<td>Double Catch Basin (Open Back Drop Inlet)</td>
<td>Each</td>
<td>1</td>
<td>5,400</td>
</tr>
<tr>
<td>28</td>
<td>Triple Catch Basin (Open Back)</td>
<td>Each</td>
<td>2</td>
<td>13,080</td>
</tr>
</tbody>
</table>
Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:
   A. Required Bid security;
   B. List of Proposed Subcontractors;
   C. Contractor's License No.: __________ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

By:

[Signature]

[Printed name]

(if Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:
   A. Required Bid security;
   B. List of Proposed Subcontractors;
   C. Contractor's License No.: S-17718-5301 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
   D. Required Bidder Qualification Statement with supporting data

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Kilgore Companies, LLC dba LeGrand Johnson

By: [Signature]

[Printed name] Russell A. Larsen, Chief Operating Officer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

[Printed name] Jason D. Cates

Title: Controller

Submittal Date: 07/11/2019
Address for giving notices:

4910 Old Airport Road, Moab, Utah 84532

Telephone Number: 435-259-5809
Fax Number: 435-259-5675
Contact Name and e-mail address: Ryan Holyoak
ryan.holyoak@jcc.com
Bidder's License No.: 7741778-5501
PENAL SUM FORM

DOCUMENT 00 43 13
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Kilgore Companies, LLC dba LeGrand Johnson Construction Co.
4910 Old Airport Road
Moab, UT 84532

SURETY (Name, and Address of Principal Place of Business): Liberty Mutual Insurance Company
175 Berkeley St.
Boston, MA 02116

OWNER (Name and Address): Grand County, Utah
125 E. Center Street
Moab, UT 84532

BID
Bid Due Date: July 11, 2019
Description (Project Name — Include Location): Grand County Arbor/Hecla Subdivisions Road Improvements

BOND
Bond Number: N/A
Date: July 11, 2019
Penal sum Five Percent of the Bid Amount $5% of the Bid Amount

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Kilgore Companies, LLC dba LeGrand Johnson Construction Co.
Bidder's Name and Corporate Seal
By: Russell A. Larsen
Print Name
Chief Operating Officer
Title
Attest: Donna Cooper
Signature
Title Controller
Title

SURETY
Liberty Mutual Insurance Company
Surety's Name and Corporate Seal
By: Tina Davis
Print Name
Attorney-in-Fact
Title
Attest: Lindsey Plattner, Witness
Signature
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.
Page 1 of 2
On July 11, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner Notary Public
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197888

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Lisa Hall, Linda Lee Nippor, Tina Davis, Lindsey Putnam

Heirs of the City of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make execute, seal, acknowledge and deliver, and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

thereof is hereby

31st day of October 2018

By:
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

COUNTY OF MONTGOMERY

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed on this 31st day of October 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

COMMONWEALTH OF PENNSYLVANIA

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:


Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have power to bind the Corporation by their signature and execute of any such instruments and to attach thereunto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereunto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said companies this 11th day of July 2019

By:
Renee C. Llewellyn, Assistant Secretary

LMS-13073 LMIC OC/IC WAC Main Co_062018
QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:
   Official Name of Firm: Kilgore Companies, LLC dba LeGrand Johnson
   Address: 4910 Old Airport Road, Moab, Utah 84532

2. SUBMITTED TO:
   Grand County

3. SUBMITTED FOR:
   Owner: Grand County
   Project Name: Arbor / Helca Subdivision Road Improvements

   TYPE OF WORK: Road Improvements

4. CONTRACTOR'S CONTACT INFORMATION
   Contact Person: Ryan Holyoak
   Title: Area Manager
   Phone: 435-259-5809
   Email: ryan.holyoak@ljcc.com
5. **AFFILIATED COMPANIES:**
   
   Name: 
   Address: 

   
   
   

6. **TYPE OF ORGANIZATION:**
   
   - [ ] **SOLE PROPRIETORSHIP**
     
     Name of Owner: 
     Doing Business As: 
     Date of Organization: 

   - [ ] **PARTNERSHIP**
     
     Date of Organization: 
     Type of Partnership: 
     Name of General Partner(s): 

   - [X] **CORPORATION**
     
     State of Organization: Delaware
     Date of Organization: 1956
     Executive Officers:
     - President: Jason Kilgore
     - Vice President(s): 
     - Treasurer: 
     - Secretary: 

   EJCDC® C-451, Qualifications Statement.
   Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
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## LIMITED LIABILITY COMPANY

<table>
<thead>
<tr>
<th>State of Organization:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Date of Organization:</td>
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<tr>
<td>Members:</td>
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</table>

## JOINT VENTURE

<table>
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<tr>
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<tr>
<td>Date of Organization:</td>
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<td>Form of Organization:</td>
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</tbody>
</table>

**Joint Venture Managing Partner**

- **Name:**  
- **Address:**

**Joint Venture Managing Partner**

- **Name:**  
- **Address:**

**Joint Venture Managing Partner**

- **Name:**  
- **Address:**

---

EJCDC© C-451, Qualifications Statement.  
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Page 4 of 9
7. LICENSING
Jurisdiction: State of Utah
Type of License: E100
License Number: 7741778-5501

8. CERTIFICATIONS
Disadvantage Business Enterprise: 
Minority Business Enterprise: 
Woman Owned Enterprise: 
Small Business Enterprise: 
Other (____________________): 

9. BONDING INFORMATION
Bonding Company: Marsh USA, Inc.
Address: 15 W. South Temple, Suite 700
Salt Lake City, Utah
Bonding Agent: Lindsey Plattner
Address: Same as above
Contact Name: Lindsey Plattner
Phone: 801-533-3625

Available Bonding Capacity as of date of this submittal:
10. **FINANCIAL INFORMATION**

Financial Institution: ____________________________

Address: ______________________________________

Account Manager: ________________________________

Phone: _________________________________________

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. **CONSTRUCTION EXPERIENCE:**

Current Experience:

List on Schedule A all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES  ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES  ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES  ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.
Total number of man-hours worked for the last 5 Years:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TOTAL NUMBER OF MAN-HOURS</th>
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Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>DART</th>
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<tbody>
<tr>
<td></td>
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</table>

13. **EQUIPMENT:**

**MAJOR EQUIPMENT:**

List on Schedule C all pieces of major equipment available for use on Owner's Project.
I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Kilgore Companies, LLC d/b/a LeGrand Johnson

BY: [Signature]

TITLE: Chief Operating Officer

DATED: 07/11/2019

NOTARY ATTEST: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 11th DAY OF July, 2019

NOTARY PUBLIC - STATE OF Colorado

MY COMMISSION EXPIRES: Jan. 30, 2022

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.
Grand County Arbor/Hecla Subdivision Project

Subcontractors

Wall Contractors Inc
125 South 100 West
Price, UT 84501
(435) 613-9255

Western Milling
2765 Hwy 50
Grand Junction, CO 81503
(970)242-3964
10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on August 1, 2019 (which is the Effective Date of the Contract). Please see Other Conditions Precedent in the Notice of Award for Contract Times.

OWNER:

Grand County Utah

By: ______________________________

Title: ______________________________

Attest: ______________________________

Title: ______________________________

Address for giving notices:

125 E Center St

Moab, Utah 84532

CONTRACTOR:

Kilgore Companies, LLC, dba LeGrand Johnson

By: ______________________________

Title: ______________________________

Attest: ______________________________

Title: ______________________________

Address for giving notices:

4910 Old Airport Road

Moab, Utah 84532

License No.: ______________________________

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)
NOTICE OF AWARD

Date of Issuance: 
Owner: Grand County
Owner's Contract No.: 
Engineer: Jones & DeMille Engineering
Arbor & Hecla Subdivisions Road
Engineer's Project No.: 1904-424
Project: Improvements
Contract Name: 
Bidder: Kilgore Companies, LLC dba LeGrand Johnson
Bidder’s Address: 4910 Old Airport Road
Moab, UT 84532

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 11, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: construction of the Grand County - Arbor/Hecla Subdivisions Road Improvements, which includes Storm Drainage Improvements, Curb, Sidewalk, Pavement Rehabilitation, and related work.

The Contract Price of the awarded Contract is: Eight Hundred Twenty-Four Thousand, Three Hundred Fifty Dollars and no cents: $824,350.00.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 6 months (February 1, 2020) of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent:
   • Notice to Proceed will be executed no earlier than February 1, 2020 and no later than February 28, 2020, at which time the Contract Times will commence to run.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Grand County
Authorized Signature

By: ________________________________

Title: ______________________________

Date: August 1, 2019

EJCDC C-510, Notice of Award.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 20, 2019

Agenda Item: O

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving Justice Court Judge Nominating Commission Appointments</th>
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</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>None</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Subcommittee Council Members McGann, Morse, and Wells</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to nominate the following 3 individuals to serve as volunteers on the 5-person Justice Court Judge Nominating Commission in order to participate in interviewing final candidates for Justice Court Judge so as to forward a recommendation of 3 to 5 individuals for appointment by the County Council:

- Kelly Greene Vagt for a four-year term and
- Aubrey Davis for an unspecified term and
- Bob Greenberg for an unspecified term.

**BACKGROUND:**
Justice Court Judge David Tubbs will retire in early November 2019 due to state code mandates and limitations on age. At the July 16, 2019 County Council meeting, James Peters from the Administrative Office of the Courts (AOC) presented on Justice Court Nominating Commission procedures. He expressed the need for the AOC to drive the recruitment process and otherwise thoroughly vet the initial slate of applicants prior to interviews to be held by the yet-to-be-determined Nominating Commission. Applications were originally due to the AOC Monday, August 12th. However, due to a lack of number of applications received, the Council Administrator, upon request by the AOC, approved extending the application deadline to Tuesday, September 3rd as shown in the vacancy announcement, attached.

On August 6, 2019 the Council Administrator announced that the municipal selection had been made by the mayors of the City of Moab and of the Town of Castle Valley, and that their selection, Rhianna Medina, had accepted 1 of the 5 Nominating Commission positions.

On August 6th the County Council, by motion, created a subcommittee to determine a process for generating names of 3 individuals to serve on the 5-person Nominating Commission. The subcommittee met and generated a list of names. Those contacted by the subcommittee who were interested and willing to serve on the Nominating Commission (interviewing committee) were Aubrey Davis, Bob Greenberg, and Kelly Greene Vagt. The subcommittee was aware that Nominating Commission members may not be elected officials and may not be an applicant or be closely related to an applicant.

The Nominating Commission will ultimately make recommendations of 3 to 5 individuals for appointment by the County Council for Grand County Justice Court Judge.
Mr. Peters in July had suggested that nominations for the Nominating Commission could come from the county attorney’s office or possibly from past Justice Court staff, those with an eye for qualities in a great judge. To that end, Judge Tubbs made a suggestion to the Council Administrator for a specific current Justice Court staffer, to be named publicly upon request by any Council Member.

For reference, in 2010 the Nominating Commission was comprised of citizens Lisa Church, Sena Hauer, Todd Peterson, Donna Metzler (municipal selection), and Autumn Fitzgerald (regional bar association selection).

Additionally, the Council Administrator reached out to the AOC to clarify whether they would assist with the process for the 5th Nominating Commission appointment to be made by the regional bar association; the AOC agreed to do so.

Each Nominating Commission member serves a four-year term except for 2 of the County Council appointments in which there is no specified term.

Attachment(s):
1. Justice Court Judge vacancy announcement, updated with extended application deadline of September 3rd
2. State Code 78A-7-202 Justice court judges to be appointed – Procedure
3. Excerpt through page 8 of Utah State Courts 2016 Manual of Procedures for Justice Court Nominating Commissions (full manual is available in the July 16th online Council packet at www.grandcountyutah.net in the County Council agenda center)
NEWS RELEASE

Matthew B. Durrant
Chief Justice, Utah Supreme Court

Hon. Mary T. Noonan
State Court Administrator

Catherine J. Dupont
Deputy State Court Administrator

Ensuring Justice for All

FOR IMMEDIATE RELEASE                Contact: Geoffrey Fattah
August 13, 2019                      (801) 578-3994
                                         Cell: (801) 712-4545

GRAND COUNTY JUSTICE COURT VACANCY DEADLINE EXTENDED

Grand County, UT—The deadline for applications for a Justice Court Judge position in Grand County has been extended. The position will replace Judge David Tubbs who will be leaving the position effective Nov. 3, 2019.

To be considered for a Justice Court judgeship in Grand County, candidates must be at least 25 years of age, a citizen of the United States, a Utah resident for at least three years, and have earned a high school diploma or GED. In addition, candidates must be a resident of Grand County or an adjacent county for at least six months immediately preceding appointment.

Information on judicial retention and performance evaluation is posted on the Utah State Court’s website at www.utcourts.gov under employment opportunities. An application for judicial office form must be completed and is available on the court’s website (www.utcourts.gov/admin/jobs). The annual salary range for the position is $29,829 to $53,691 and may include benefits. For additional information, contact Renee Baker at (435) 259-1323 or by email at rbaker@grandcountyutah.net

The deadline for applications is Tuesday, Sept. 3, 2019 at 5 p.m. and should be sent to the attention of Amy Hernandez, Administrative Office of the Courts, P.O. Box 140241, Salt Lake City, UT, 84114-0241. For an application or information, email amymh@utcourts.gov.

Utah law requires the Judicial Nominating Commission to submit three to five nominees to the Grand County Council within 45 days of its first meeting. The Grand County Council then has 30 days in which to make a selection. The selection must then be certified by the Utah Judicial Council.

# # #
§ 78A-7-202. Justice court judges to be appointed - Procedure.

Utah Statutes

Title 78A. Judiciary and Judicial Administration

Chapter 7. Justice Court

Current through Chapter 510 of the 2019 General Session

§ 78A-7-202. Justice court judges to be appointed - Procedure

(1) As used in this section:
    (a) "Local government executive" means:
        (i) for a county:
            (A) the chair of the county commission in a county operating under the county commission or expanded county commission form of county government;
            (B) the county executive in a county operating under the county executive-council form of county government; and
            (C) the county manager in a county operating under the council-manager form of county government;
        (ii) for a city or town:
            (A) the mayor of the city or town; or
            (B) the city manager, in the council-manager form of government described in Subsection 10-3b-103(7); and
        (iii) for a metro township, the chair of the metro township council.
    (b) "Local legislative body" means:
        (i) for a county, the county commission or county council; and
        (ii) for a city or town, the council of the city or town.

(2) There is created in each county a county justice court nominating commission to review applicants and make recommendations to the appointing authority for a justice court position. The commission shall be convened when a new justice court judge position is created or when a vacancy in an existing court occurs for a justice court located within the county.
(a) Membership of the justice court nominating commission shall be as follows:

(i) one member appointed by:

(A) the county commission if the county has a county commission form of government; or

(B) the county executive if the county has an executive-council form of government;

(ii) one member appointed by the municipalities in the counties as follows:

(A) if the county has only one municipality, appointment shall be made by the governing authority of that municipality; or

(B) if the county has more than one municipality, appointment shall be made by a municipal selection committee composed of the mayors of each municipality and the chairs of each metro township in the county;

(iii) one member appointed by the county bar association; and

(iv) two members appointed by the governing authority of the jurisdiction where the judicial office is located.

(b) If there is no county bar association, the member in Subsection (2)(a)(iii) shall be appointed by the regional bar association. If no regional bar association exists, the state bar association shall make the appointment.

(c) Members appointed under Subsections (2)(a)(i) and (ii) may not be the appointing authority or an elected official of a county or municipality.

(d) The nominating commission shall submit at least three names to the appointing authority of the jurisdiction expected to be served by the judge. The local government executive shall appoint a judge from the list submitted and the appointment ratified by the local legislative body.

(e) The state court administrator shall provide staff to the commission. The Judicial Council shall establish rules and procedures for the conduct of the commission.

(3) Judicial vacancies shall be advertised in a newspaper of general circulation, through the Utah State Bar, and other appropriate means.

(4) Selection of candidates shall be based on compliance with the requirements for office and competence to serve as a judge.

(5) Once selected, every prospective justice court judge shall attend an orientation seminar conducted under the direction of the Judicial Council. Upon completion of the orientation
program, the Judicial Council shall certify the justice court judge as qualified to hold office.

(6) The selection of a person to fill the office of justice court judge is effective upon certification of the judge by the Judicial Council. A justice court judge may not perform judicial duties until certified by the Judicial Council.

Cite as Utah Code § 78A-7-202

History. Amended by Chapter 352, 2015 General Session , §129, eff. 5/12/2015.
Amended by Chapter 99, 2015 General Session , §8, eff. 5/12/2015.
Amended by Chapter 205, 2012 General Session , §11, eff. 5/8/2012.
Amended by Chapter 3, 2011SP2 General Session , §2, eff. 7/28/2011.
Amended by Chapter 29, 2011 General Session
Manual of Procedures
for
Justice Court Nominating Commissions

2016

The mission of the Utah judiciary is to provide the people an open, fair, efficient, and independent system for the advancement of justice under the law.
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<table>
<thead>
<tr>
<th>Counties Served</th>
<th>District</th>
</tr>
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<tbody>
<tr>
<td>Box Elder, Cache, Rich</td>
<td>1</td>
</tr>
<tr>
<td>Davis, Morgan, Weber</td>
<td>2</td>
</tr>
<tr>
<td>Salt Lake, Summit, Tooele</td>
<td>3</td>
</tr>
<tr>
<td>Juab, Millard, Utah, Wasatch</td>
<td>4</td>
</tr>
<tr>
<td>Beaver, Iron, Washington</td>
<td>5</td>
</tr>
<tr>
<td>Garfield, Kane, Piute, Sanpete, Sevier, Wayne</td>
<td>6</td>
</tr>
<tr>
<td>Carbon, Emery, Grand, San Juan</td>
<td>7</td>
</tr>
<tr>
<td>Daggett, Duchesne, Uintah</td>
<td>8</td>
</tr>
</tbody>
</table>

Nominating committees are formed in a county as needed to fill a judicial vacancy. Individuals appointed to these committees serve a four year term and may be called upon any time a new vacancy occurs within that county during their term. The two commission members selected by the local government which has posted the vacancy (see Composition of Utah Judicial Nominating Commissions) are not subject to the four year term.

(2) Introduction

Utah judicial nominating commissions serve a critical function. The work of a commission marks the beginning of a process that culminates in the appointment by the local government executive of a new member of the judiciary. Service on a judicial nominating commission is, therefore, a serious undertaking. It requires a willingness to devote the time and energy to nominate the candidates who will most effectively enhance the quality of the bench. It requires the discipline to work in a group and within the confines of a strict timetable. It requires the commitment to proceed through the various steps of the judicial nomination process with care and integrity. While the work of a judicial nominating commission is both concentrated and time consuming, participants will find satisfaction in the knowledge that their work directly improves the quality of Utah's judicial system.

Throughout their thoughtful and impartial deliberations, the commissioners must hold the public interest foremost in the decision making process. The quality of Utah's judiciary rests initially in the nomination of candidates by the commissioners. The commissioners have many applicants from which to choose. Consequently, only extreme diligence by the nominating commission assures that all of the nominees submitted to the local government executive will strengthen the state's judiciary.

This manual was developed to assist Utah's judicial nominating commissions by providing a common background of information and by establishing guidelines both for commission procedures and applicant evaluation. Its goal is to enhance the efficiency of the nominating process by resolving procedural issues and preserving the time of the commissioners for a more thorough investigation and evaluation of applicants. It also
seeks to articulate the qualifications and some of the more important qualities for judicial office, thus providing practical guidelines for applicant evaluation.

(3) Merit Selection of Judges

The office of judge is unique in our society. A judge is a public servant holding an office of high public trust and so should answer to the public. However, the obligation of a judge is to resolve disputes impartially and base decisions solely upon the facts of the case and the law. A judge, therefore, should be insulated from public pressure.

The federal government and the states balance the competing interests of judicial accountability and judicial independence in a variety of ways. A federal judge, for example, is almost completely insulated from public pressure by serving a life term. There are two basic approaches to judicial selection and retention at the state level. Judges of many states face periodic partisan or nonpartisan elections which force them to act as politicians as well as jurists. Other states, including Utah, have decided to choose their judges by merit selection.

Merit selection was developed as an alternative to the federal system and to state systems requiring that judges run in contested elections, both of which have been criticized as unduly politicizing the judiciary and undermining the integrity of the law. Merit selection plans have been in the process of development in many states since 1913 under the auspices of the American Judicature Society, a non-profit, non-partisan organization formed to improve the judicial selection process. Utah initially developed its merit selection system by statute in 1967 to govern gubernatorial appointments and combined it with nonpartisan, contested elections for retention. The revised Judicial Article of the Utah Constitution, effective July 1, 1985, established merit selection as the exclusive method of choosing a state court judge. Legislation passed in 1994 changed the composition of the nominating commissions and the method of selecting commission members. However, despite the changes in the commission composition and selection, the over arching goal of the system -- the nomination and appointment of the best qualified candidates on a nonpartisan basis -- remains unchanged. As stated in the Utah Constitution: “Selection of judges shall be based solely upon consideration of fitness for office without regard to any partisan political consideration.”

There are five steps in the Utah merit selection plan: nomination, appointment, confirmation, certification and retention. The nomination of judges includes several steps preceding the selection of nominees. A commission has 45 days from its first meeting to complete this process. The steps of the nomination process include:

- the application process;
- screening of applicants by staff to determine minimum constitutional qualifications for office;
- the organizational meeting including public testimony;
- screening of applicants by the commission based only on the application materials;
- the summary investigation of applicants by staff;
- investigation of the applicants as determined by the commissioners;
- the screening of applicants prior to interviews;
preparation for the interviews;
• personal interviews of the candidates;
• selection of a preliminary list of nominees;
• public dissemination of the names of the proposed nominees and public comment upon their qualification for office;
• further investigation of the proposed nominees as determined by the commissioners;
• final selection of the nominees; and
• submitting the nominees to the local government executive.

The local government executive must appoint one of the nominees within thirty days of receiving the nominations.

After certification by the Judicial Council, the new judge assumes the duties of the bench for three years before facing the first unopposed retention election. In the unopposed retention election, the electorate is asked whether the judge should be retained in office. Thereafter, the term of office of a judge is six years. At the end of each term of office, the judge faces another unopposed retention election.

(4) Composition of Utah Judicial Nominating Commissions

The justice court nominating commissions are established by statute, and their composition is determined by statute. A county justice court nominating commission will be created when there is a vacant justice court judge position or when a new position is created. Membership of the county justice court nominating commission shall include:

1. One member appointed by the county commission if the county has a commission form of government

   OR

   The county executive if the county has an executive-council form of government

2. One member appointed by the municipalities in the counties as follows:
   - If the county has only one municipality, appointment shall be made by the governing body of that municipality; or
   - If the county has more than one municipality, appointment shall be made by a municipal selection committee composed of the mayors of each municipality in the county

3. One member appointed by the county bar association
   - If there is no county bar association, the member shall be appointed by the regional bar association. If no regional bar association exists, the state bar association shall make the appointment

4. Two members appointed by the governing authority of the jurisdiction where the judicial office is located

Reference Table:
<table>
<thead>
<tr>
<th>Number of Appointees</th>
<th>Appointing Authority</th>
<th>Term of Appointment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>County commission/executive</td>
<td>4 years</td>
</tr>
<tr>
<td>1</td>
<td>Municipality/Municipal selection committee comprised of mayors of each municipality</td>
<td>4 years</td>
</tr>
<tr>
<td>1</td>
<td>County Bar Association</td>
<td>4 years</td>
</tr>
<tr>
<td>2</td>
<td>Governing authority of the jurisdiction where judicial vacancy is located</td>
<td>No term — varies by vacancy</td>
</tr>
</tbody>
</table>

Nominating commission members may not be elected officials of the county or municipality. Members of the commission are not eligible to apply for judicial vacancies within the appointing county during their term and may not be closely related to an applicant (see 6c). Commissioners are not paid for their work, but they may receive reimbursement for any necessary expenses incurred in the performance of their duties.

(5) The Application Process

(a) Notice of Vacancy

The notice of vacancy is in the form of a press release. The notice includes the jurisdiction of the court, the constitutional minimum requirements for judicial office (see Section 7, Evaluation Criteria), a brief description of the work of the court, the method for obtaining application forms, the application deadline, the names and cities of residence of commission members, when available (if appointments are pending, this will also be indicated), and the method for submitting oral or written testimony at the organizational meeting.

The notice is prepared by the Administrative Office of the Courts and is released to the Salt Lake Tribune, the Deseret News, the Utah State Bar and newspapers with circulation within the geographic venue of the court. Press releases are also provided to the network affiliated television stations in Salt Lake City.

(b) Applications

Application forms and the required waivers are available from and should be submitted to the Administrative Office of the Courts, Attention: Judicial Nominations, P.O. Box 140241, Salt Lake City, Utah 84114-0241 or at Scott M. Matheson Courthouse, 450 South State Street, Suite N31. Application and waiver forms are available on preprinted forms and in an electronic format.

The application package consists of the following:

a) An original and six copies of the application form.

b) An original and six copies of the applicant's resume.

c) A check or money order payable to the Administrative Office of the Courts for $8.70 to cover the cost of a credit check.

d) A waiver of the right to review the records of the commission.

e) A waiver of confidentiality of records.
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

8/20/19

<table>
<thead>
<tr>
<th>Agenda Item: P</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TITLE:</strong></td>
<td>Approving proposed Option and Ground Lease Agreement with InSite Towers Development 2, LLC to build a cell tower located at Old Spanish Trail Arena (OSTA), Postponed from August 6, 2019</td>
</tr>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A- (Loss of possible revenue $16000 to 24000 per year)</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Steve Swift</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

I move to approve the proposed Option and Ground Lease Agreement with InSite Towers Development 2, LLC to build a cell tower located at Old Spanish Trail Arena (OSTA) authorize the Chair to sign all associated documents.

**BACKGROUND:**

InSite Towers LLC contacted me in February 2018 with a proposal to lease a 2500 square foot site at the Arena for erection of a cell tower for approximately $1250 per month with an additional fee for up to 4 tenant carriers and a prorated percentage increase each year.

After a year of extensive negotiations by Christina Sloan, County attorney, with InSite regarding contractual risk and fair remuneration for the County, she has advised me to recommend that we reject this offer because of failure to agree to clauses 4, 5, and 14.

**ATTACHMENT(S):**

- Latest lease agreement:-
  - UT109 Grand County GL InSite Draft 6.6.19.docx
  - Redline Compare UT109 Grand County GL versus Grand Co Comments.docx
  - Citizen Comments
OPTION AND GROUND LEASE AGREEMENT

This OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this ______ day of August, 2019 (the "Effective Date") by and between GRAND COUNTY, a political subdivision of the State of Utah ("LESSOR") and INSITE TOWERS DEVELOPMENT 2, LLC, a Delaware limited liability company, ("LESSEE").

Recitals

A. WHEREAS, LESSOR is the owner of the following described property located at 3290 S. Spanish Valley Drive, Moab, Grand County, Utah, a legal description of which is set forth in Exhibit "A" hereto (the "Property"); and

B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE’s equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE’s use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and

C. WHEREAS, LESSOR understands and accepts that LESSEE’s primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of One Thousand and 00/100 Dollars ($1,000.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the date of mutual execution of this Agreement and ending twelve (12) months from such date (the "Option Period"). As used herein, "Option Period" means the Initial Option Period and any applicable Extension Period(s). Except as provided in Section 1(e), the Option Fee constitutes consideration for the Option and shall be non-refundable.

(b) During the Option Period, LESSEE may exercise the Option by so notifying LESSOR in writing. In such event, the remainder of this Agreement shall be effective as of the Option Exercise Date.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

(d) If, at the conclusion of the Option Period, LESSEE has failed to exercise the Option, this Agreement, and all remaining terms, shall terminate and be of no further force or effect.

(e) Notwithstanding anything to the contrary in this Agreement, in the event that LESSOR, acting in its capacity as the local land use regulatory authority, does not approve the proposed design and lighting configuration of the Telecommunications Facilities, it shall have the right to terminate this Agreement. In the event of such a termination by LESSOR, LESSEE shall be entitled to a full refund of the Option Fee within thirty (30) days.

2. Premises. Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE’s Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement and depicted on the site plan/drawing attached hereto as Exhibit "B" (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, is comprised of approximately Two Thousand Five Hundred (2,500) square feet of ground space.
3. Permitted Use. (a) Subject to LESSEE’s receipt of the Governmental Approvals, the Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the “Permitted Use”).

(b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE’s use of the Leased Premises, including but not limited to any bond requirement for the removal of the Telecommunications Facilities following the termination or expiration of this Agreement, from all applicable federal, state, local government and/or regulatory entities, including the LESSOR, in its capacity as the local land use regulatory authority (the “Governmental Approvals”) only as it pertains to the scope of this Agreement. To the extent such actions requested by LESSEE are commercially reasonable, LESSOR agrees to cooperate with LESSEE, at LESSEE’s expense, in obtaining Governmental Approvals as outlined in this Agreement by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) executing any documents or applications as reasonably requested by LESSEE to apply for permits for the use of the Property and Leased Premises; (iii) working with the County Planning Department for all conditional use permit and variance applications; (iv) executing documents as approved by the County Planning Department with regards to any zoning or building permit applications for LESSEE’s use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE’s ability to use the Property in the manner set forth in this Section 3. LESSOR acknowledges LESSOR’S dual role in this Agreement as both a lessor of the Property and the local land use regulatory authority (acting by and through the County Planning Department). Accordingly, LESSOR’S cooperation with LESSEE in obtaining Governmental Approvals may be limited by state and local law and LESSOR makes no representation that LESSEE will be successful in obtaining the necessary Governmental Approvals for the Permitted Use. LESSEE further acknowledges and agrees that LESSOR may require LESSEE to use specific painting and/or lighting schemes for the tower, provided, however, such requirements remain subject to the rights of the Customers to non-interference and any applicable Federal Aviation Administration lighting requirements. To the extent such requirements are not in conflict with the Governmental Approvals or the Permitted Use, LESSEE agrees to promptly comply with LESSOR’S painting and lighting requirements.

(c) LESSEE shall perform, at LESSEE’s expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE’s use of the Leased Premises will be compatible with LESSEE’s engineering specifications, permitted use, system design, operations and Government Approvals (the “Investigations”). LESSOR agrees to cooperate with LESSEE, at LESSEE’s expense, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property as previously scheduled with LESSOR, and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other commercially reasonable steps as are reasonably necessary in support of such Investigations. Upon LESSEE’S completion of the Investigations, LESSEE shall, at LESSEE’S expense, promptly restore the Property to substantially the same condition as it existed in prior to the Investigations.

(d) In addition to the provisions of Section 10 below, prior to LESSEE’S construction of the Telecommunications Facilities, both LESSEE and LESSOR shall have the right to immediately terminate this Agreement upon written notice to the other if either party deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSOR or LESSOR.

4. Term. The initial term of this Agreement (“Initial Term”) shall be ten (10) years, commencing on the date of LESSEE’s exercise of the Option (the “Commencement Date”). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for eight (8) additional five (5) year renewal terms (each, a “Renewal Term”), and collectively, the “Renewal Terms”. Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, “Term” means the Initial Term and any applicable Renewal Term(s).

5. Rent. (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly “Base Rent” an amount equal to One Thousand Two Hundred Fifty Dollars ($1,250.00). The Base Rent shall be payable in equal monthly
installments in advance on the first day of each month to LESSOR; rent for any partial month will be prorated. As used herein, “Rent Commencement Date” means the earlier of (i) the six (6) months after the Commencement Date, and (ii) the date on which LESSEE completes construction at the Leased Premises.

(b) In addition to the Base Rent set forth in the preceding paragraph, for each (if any) of the second and subsequent Customer (Cellular or PCS) that (i) enters into a sublease, license or other agreement for the use or occupancy of the Telecommunications Facilities (each a “Customer Site License Agreement”), (ii) installs its equipment at the Telecommunications Facilities and (iii) commences the payment of rent/license fees to LESSEE pursuant to the terms of the Customer Site License Agreement, LESSEE will pay to LESSOR an additional monthly rent of Four Hundred and No/100 Dollars ($400.00) for each such Customer for so long as the Customer’s equipment is located on the Telecommunications Facilities pursuant to the terms of its Customer Site License Agreement with LESSEE, provided, however, that the additional monthly rent shall not be due and payable if the corresponding rent payment is not actually received by LESSEE from the Customer (the “Additional Rent” and together with the Base Rent, collectively, the “Rent”). Such Additional Rent shall be payable within Thirty (30) days after the Customer commences the payment of rent to LESSEE under the Customer Site License Agreement. Rent and any Additional Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: 125 E. Center Street, Moab, UT 84532. In the event a Customer Site License Agreement is terminated or expires, LESSEE shall cease to pay LESSOR the Additional Rent associated with the then-terminated or expired Customer Site License Agreement. Rent under this Agreement shall One Thousand Two Hundred Fifty Dollars ($1,250.00) per month at any time there is only one or fewer Customers on the Telecommunications Facilities, subject to any applicable increase set forth in Section 5(c).

(c) Commencing on the first anniversary of the Rent Commencement Date and continuing each anniversary thereafter, the Rent due hereunder shall be increased by an amount equal to three percent (3.0%) over the Rent applicable during the immediately preceding year, subject to the number of Customers then operating on the Telecommunications Facilities (the “Escalation”). The parties agree that the Additional Rent shall initially equal Four Hundred and No/100 Dollars ($400.00) per month for each Customer beginning with the second, regardless of the application of the Escalation to the Base Rent. Notwithstanding the foregoing; however, LESSEE agrees that LESSOR shall have the right, in its sole and absolute discretion, to adjust the Base Rent at the end of the Initial Term and every five (5) years thereafter using the Real Estate Appraisal Method defined below.

(i) Real Estate Appraisal Method. Beginning with first Renewal Term and each subsequent Renewal term, LESSOR may, at its sole cost and expense, engage its own independent licensed appraiser to determine a fair market Base Rent (the “Initial Appraisal”). Should LESSOR and LESSEE be unable to agree as to the fair market Base Rent upon this Initial Appraisal, a copy of which shall be delivered by LESSOR to LESSEE, LESSEE shall engage, at its sole cost and expense, its own appraiser experienced and familiar with the commercial real estate and telecommunications lease market where the Property is located and designated as a member of the Appraisal Institute (“Lessee Appraisal”). Lessee shall deliver a copy of the Lessee Appraisal to LESSOR and the adjusted Base Rent shall be the average of the Initial Appraisal and the Lessee Appraisal unless agreed to otherwise by the parties.

6. Interference. LESSEE shall not use the Leased Premises in any way which materially interferes with the use of the Property by LESSOR or its lessors or licensees with rights in the Property prior in time to LESSEE’s initial use thereof as a telecommunications facility (e.g. material interference with the radio frequency operations of LESSOR or its lessees or licensees with rights to access the Property). LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that materially interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, cease such interference to be terminated. In the event that any such interference is not so terminated within thirty (30) days, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Construction of Improvements. (a) From time to time during the Term hereof, LESSEE shall have the right, at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or any or all of the Telecommunications Facilities subject to County approval of tower design and FCC lighting requirements. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be. At LESSOR’s option, exercisable upon not less than sixty (60) days’ notice, LESSEE shall remove the Telecommunications Facilities upon the expiration or earlier termination of this Agreement. If LESSEE has not removed the Telecommunications Facilities within sixty (60) days after the expiration or earlier termination of the Agreement, LESSOR shall have the right to charge, the then current Rent for the use of the Property until the Telecommunications Facilities have
been removed. LESSEE shall, following its removal of the Telecommunications Facilities, restore the Leased Premises to substantially the condition existing on the Commencement Date, except for any tree, shrub or other vegetation that was removed and for ordinary wear and tear and casualty loss.

(b) The Telecommunications Facilities shall be initially configured as generally set forth in Exhibit “C,” hereto (the “Site Plan”). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild the Telecommunications Facilities at any time during the Term.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities. LESSEE shall at all times during the Term maintain the Telecommunications Facilities in compliance with all applicable laws and otherwise in good working condition and repair, reasonable wear and tear and casualty damage excepted.

8. Access. (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (LESSEE’s “Access Rights”). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them (collectively, “LESSEE Access Parties”). LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against any Claims (as defined below) resulting from the LESSEE Access Parties’ access to the Leased Premises in accordance with the terms of this Section 8.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its Customers the right to use such portions of the Property and the Adjacent Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property and, to the extent reasonably required, the Adjacent Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property and/or Adjacent Property as are reasonably necessary for the storage of construction materials and equipment. As used herein, “Adjacent Property” means other real property owned by LESSOR that is contiguous to, surrounds, or in the immediate vicinity of the Property.

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE’s sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) Subject to LESSOR’s approval of the location of such right of way, which approval shall not be unreasonably withheld, conditioned or delayed, as partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunications Facilities. Upon LESSEE’s request, LESSOR agrees to promptly execute any and all documents reasonably necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party’s receipt of written notice thereof from the non-breaching party; provided, however, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months; and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party’s receipt of the other party’s written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSER considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSER’s sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSER, upon thirty (30) days prior written notice to LESSOR, in the event
that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE or any LESSEE Access Parties or LESSEE Parties and (vi) by LESSOR if LESSSE shall commence or institute any case, proceeding or other action seeking relief on its behalf as debtor, or to adjudicate it bankrupt or insolvent, or seeking other relief with respect to its debts under any existing or future law relating to bankruptcy, insolvency or relief of debtors.

In the event that LESSEE terminates this Agreement pursuant to its termination right under Subsections 10(a)(ii) or 10(a)(iv), LESSSE shall pay to LESSOR upon such termination a fee equal to the Rent that would have been due for the next twelve (12) months of the then current Term if LESSSE had not exercised such termination right.

(b) Except as expressly limited by this Agreement, a party’s termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

11. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunications Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an “Act of Condemnation”), and if, in LESSOR’s sole discretion, such an Act(s) of Condemnation renders the Premises unsuitable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE’s use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSSE shall be entitled to pursue and receive the award related to the Telecommunications Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against any claims (including reasonable attorneys’ fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, “Claims”) arising from any act or omission of LESSOR and LESSEE’s agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the “LESSOR Parties”) occurring in or about the Premises or the Property, including injury to person or property, provided that the foregoing indemnity shall not apply in the event that such Claims are caused by the gross negligence or willful misconduct of LESSOR or LESSOR Parties (defined below). LESSOR shall defend (with counsel reasonably acceptable to LESSEE), indemnify, and hold LESSEE harmless from all Claims arising from any act or omission of LESSOR and LESSOR’s agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the “LESSOR Parties”) occurring in or about the Premises or the Property, provided that the foregoing indemnity shall not apply in the event that such Claims are caused by the gross negligence or willful misconduct of LESSOR or LESSOR Parties. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity’s engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a “Hazardous Substance” and collectively, “Hazardous Substances”) regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, “Environmental Laws”). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law. LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSOR Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party’s breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party’s use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.
14. **Insurance.** a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: $12,000,000.00 for injury to any one (1) person, and $24,000,000.00 for injury sustained by more than one (1) person in any one (1) occurrence and $24,000,000.00 in the aggregate; and (ii) Property Damage: replacement cost for all of LESSEE’s equipment located at the Leased Premises (collectively, the “LESSEE Policies”). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR’s written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR’s request.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(b) shall survive the expiration or earlier termination of this Agreement.

15. **Taxes.** LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR’s property thereon, and LESSEE shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to LESSEE’s equipment and other property owned by LESSEE located at the Leased Premises.

16. **Quiet Enjoyment, Title and Authority.** (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and of record as of the date of this Agreement; and (iii) LESSOR’s execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that, except for any existing wireless telecommunications facilities operated exclusively by and for LESSOR’s personal use or the use of any Lessor Parties pre-approved by LESSEE. LESSOR shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will LESSOR grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

17. **Notices.** All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE, to:
InSite Towers Development 2, LLC
1199 N. Fairfax Street, Suite 700
Alexandria, VA 22314
Telephone: (703) 535-3009
Facsimile: (703): 535-3051

With a copy to:
InSite Wireless Group, LLC
260 Newport Center Drive, Suite 421
Newport Beach, CA 92660
Telephone: (949) 999-3319
Facsimile: (949) 999-3359

If to LESSOR, to:
Grand County Rodeo Grounds
125 E. Center Street
Moab, UT 84532
Attn: Steve Swift
Telephone: 435-259-6226

With a copy to:
Grand County Attorney’s Office
125 E. Center Street
Moab, UT 84532
Attn: County Attorney
Telephone: 435-259-1324
Facsimile:__________

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR agrees, within ten (10) days of LESSOR’s receipt of prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the “Lessor Estoppel”) certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender’s continuing rights with respect to LESSEE’S property on the Leased Premises, and with respect to LESSEE’S rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period;

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in and/or mortgaging of LESSEE’s interest in this Agreement and all of LESSEE’s personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE’s mortgagee of its rights of foreclosure with respect to such mortgagee’s lien and/or security interest. LESSOR agrees to recognize LESSEE’s mortgagee as LESSEE hereunder upon any such exercise by LESSEE’s mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE’s mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the “Collateral”), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE’s mortgagee, LESSEE’s mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE’S lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an “Uncured LESSEE Default”). As of the Effective Date of this Agreement, notices to LESSEE’S lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, TX 75039, or to such other address and/or lender as may be specified by LESSEE from time to time during the Term hereof. LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and
(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall construed as obligating LESSEE’s mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

19. **Assignment and Subletting**

LESSEE may, without LESSOR’S consent, assign its interest in this Agreement, whether in whole or in part, to any affiliate or subsidiary of LESSEE, or to any person or entity that purchases all or substantially all of the assets of LESSEE whether by sale, merger, or other corporate reorganization. Any other assignment of this Agreement shall be subject to LESSOR’s consent, which consent shall not be unreasonably withheld, conditioned or delayed. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR’S consent, to Customers for the Permitted Use set forth in Section 3.

20. **Intentionally Omitted.**

21. **Miscellaneous.**

(a) This Agreement, including Exhibits A-D hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) LESSOR shall, not later than sixty (60) days following the Effective Date hereof, provide LESSEE with a copy of a document evidencing, to LESSEE’s commercially-reasonable satisfaction, the signature authority of the LESSOR representative who executed this Agreement on LESSOR’s behalf.

(c) Upon the request of LESSEE, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit “D”** (the “Memorandum”). LESSOR shall cause the Memorandum to be recorded, at LESSEE’s sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the “Leased Premises Legal Description”), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

(d) Any sale or conveyance of all or any portion of the Premises shall be subject to this Agreement and LESSEE’s rights hereunder.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located, without regard to the choice of law rules thereof.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE Follows.]
IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authored representatives as of the Effective Date set forth above.

GRAND COUNTY
(“LESSOR”)  
By: ________________________________
Name: ________________________________
Title: ________________________________

GRAND COUNTY
(“LESSOR”)  
By: ________________________________
Name: ________________________________
Title: ________________________________

INSITE TOWERS DEVELOPMENT 2, LLC
(“LESSEE”)  
By: ________________________________
Name: ________________________________
Title: ________________________________
EXHIBIT “A” TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

BEG E 1549.7 FT FROM SW COR SEC 22 T26S R22E; N 0°03' W 1306.7 FT; N 89°59'E 500 FT; N 0°03' W 97.9 FT; S 45°37'E 139.9 FT; S 0°03'E 1306.9 FT; W 600 FT POB. 16.50 AC
The Leased Premises includes ground space.

The Leased Premises includes rooftop space.

1 LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the "Leased Premises Legal Description"). Effective on the date of LESSEE’s delivery of the Leased Premises Legal Description to LESSOR, such Legal Description shall replace the text of this Exhibit.
LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the “As-Built Site Plan”). Effective on the date of LESSEE’s delivery of the As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of this Exhibit.
EXHIBIT “D” TO OPTION AND GROUND LEASE AGREEMENT

MEMORANDUM OF LEASE

[SEE ATTACHED.]
MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this “Memorandum”), made and entered into on this ____ day of ______________, 2018 by and between Grand County (“Lessor”) and INSITE TOWERS DEVELOPMENT 2, LLC, a Delaware limited liability company (“Lessee”), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of ______________, 20___. The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain real property described in Exhibit A hereto (the “Property”).

2. Term. The “Initial Term” of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for four (4) successive terms of five (5) years each (individually, a “Renewal Term,” and collectively, the “Renewal Terms”). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the “Term.”
3. **Quiet Enjoyment.** Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users. Pursuant to the Lease, Lessor shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

4. **Subletting.** Lessee has the right, subject to Lessor’s consent, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services. LESSEE agrees to obtain prior written approval from the Grand County Planning Department prior to subletting to a third party.

5. **Intentionally Deleted.**

6. **Intentionally Deleted.**

7. **Limited Power of Attorney.** LESSOR hereby grants the right to LESSEE to complete and execute on behalf of LESSOR any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. **Ratification of Lease; Release of Memorandum.** By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor’s written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.
IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

GRAND COUNTY
(“LESSOR”)

By: _______________________________________
Name: _______________________________________
Title: _______________________________________

State of _________________
County of _______________

On _________________, 201__, before me, the undersigned Notary Public, personally appeared ____________________________, ____________________ of _____________________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_________________________ (Affix Notarial Seal)
Print Name:_________________________
My Commission Expires:_____________
Commission No.:____________________
IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

INSITE TOWERS DEVELOPMENT 2, LLC, a Delaware limited liability company (“LESSEE”)

By:___________________________
Name: ________________________
Title: _________________________

Commonwealth of Virginia
City of Alexandria

On ________________, 201__, before me, the undersigned Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument is the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:___________________________ (Affix Notarial Seal)

Print Name:_________________________

My Commission Expires:______________

Commission No.:_______________
EXHIBIT “A” TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

BEG E 1549.7 FT FROM SW COR SEC 22 T26S R22E; N 0°03’W 1306.7 FT; N 89°59'E 500 FT; N 0°03’W 97.9 FT; S 48°37'E 139.9 FT; S 0°03'E 1306.9 FT; W 600 FT POB. 16.50 AC
I am writing in opposition to the proposed cell phone tower at the Old Spanish Trail Arena.

This proposal is not in the best interests of the citizens of Grand County, either financially or in other respects, especially since it would preclude other uses there for 20 years. It would be much better to situate this tower in a more practical area, such as La Sal Junction.

Sincerely,
Gail Solomon
Dear Council,

The location of this 130 ft tower is right in the middle of our valley! I assume it will have lights at the top. Please Protect our dark skies.

Also, the county attorney is not in favor of this lease so it seems reasonable and prudent for council to follow her advice. It’s a small amount of monthly lease income ($1250) that will have a big visual impact. Please vote no.

Regards,
Barbara Hicks
514 Locust Ln
moab
I have heard about a proposed tower in Spanish Valley. It is my understanding that it would be located on County property. Has this property been offered to anyone else interested in using it or purchasing it. In other words has a bid process been put in place? Would this property be forever encumbered for this single use? Is this the property that could serve the purpose of a connector street from the residential areas in the valley out to highway 191? I object to the idea of providing county land to pseudo utility companies that can and should purchase land rather than depend on OUR COMMONLY OWNED PROPERTY. There is a need to provide traffic relief from Spanish Valley Drive. Please use this land wisely. A cell tower seems to be less than the best or highest use for OUR COMMONLY OWNED PROPERTY. Public/Private partnerships usually are benefit to the private side of the “partnership” while the Public side usually regrets the loss of PUBLIC USE of the property. Finally IS there a benefit to ALL of us to have a 130 ft eyesore that will forever live in the middle of the beauty that we live here to enjoy? There is a concern voiced by many that Spanish/ Moab Valley is being turned over to Corporate America with little regard for the residents. An example :SITLA has sold us out to LOVES and we will get zilch from that entity while LOVES steals business and TAX REVENUE from Grand County. We need good government not government that is SOLD to the highest bidder. John Hartley

--

John Hartley
To whom it may concern:

I live in Rim Village, and am writing to express my reservations regarding the possibility of a cell phone tower on Spanish Valley Drive. If it is true that such a tower would prohibit the construction of an access road to 191 for this portion of Spanish Valley Drive, please do not allow this. The other developments are going to make it necessary for another way to access 191. Spanish Valley Drive is also going to be busier with the bike path. Please consider safety and congestion issues, in addition to the obviously negative visual impact of this tower.

Thank you. Sincerely, Sarah LaBrec

Sent from my iPhone
I have just heard the “lease” for the tower would pay $1400.00/ month.
In my previous email I referred to a “sell out” $1400.00
Isn’t a “sell out” it is a giveaway.
Who came up with that figure?
Who came up with the future options? This company is treating you like CHUMPS. That amount of money is CHUMP CHANGE to million dollar company
Don’t be CHUMPED. This proposal is a terrible idea and I believe you all will be violating your OATH OF OFFICE if this is approved.
John Hartley
--
John Hartley
### Agenda Summary

**Grand County Council Meeting**

**August 20, 2019**

**Agenda Item: Q**

<table>
<thead>
<tr>
<th>Title:</th>
<th>Approving proposed recommendations to be forwarded to Rally on the Rocks event organizers to host the UTV special event in Moab, Utah, 2020</th>
</tr>
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<tbody>
<tr>
<td>Fiscal Impact:</td>
<td></td>
</tr>
<tr>
<td>Presenter(s):</td>
<td>Grand County Council Member Mary McGann</td>
</tr>
</tbody>
</table>

**Recommended:**

I move to request the Rally On The Rocks Event Holders to implement the proposed recommendations from the Grand County Council, as outlined below, and I move to approve that the Special Events Coordinating Committee shall decide on final permitting approval as authorized by ordinance;

- OR -

I move to request the Rally On The Rocks Event Holders to implement the proposed recommendations from the Grand County Council, as outlined below, and I move to require that the Special Events Coordinating Committee forward the application to the County Council for final permitting approval;

- OR -

I move to approve permitting of the Rally On The Rocks special event application, pending submission of a complete application to include all required permits, along with the request of the Rally On The Rocks Event Holders to implement the proposed recommendations from the Grand County Council as outlined below:

1. No increase in the current number of participants.
2. Require participants to sign a pledge committing to reduce noise levels when in residential and business areas in Moab. The pledge will also include preserving, protecting, and respecting the landscape, the community and the people.
3. Participating vendors at Rally On The Rocks must have displayed at their booth or location a poster outlining educational points about preserving, protecting and respecting the local land and community. Each vendor must direct purchasers to read this information before completion of the sale.
4. Hold the event from Tuesday through Saturday, confirming with the Grand County Sheriff and the Moab City police departments scheduling the officers at the designated locations. The event holders will also pay for the cost for the Police Officers.
5. Participants not to ride the UTV in residential areas before 7 am or after 9 pm.
6. Participants to keep within the posted speed limits.
7. Participants to slow down in town due to pedestrian traffic.
8. All participants must watch the UTV educational video on the [www.discovermoab.com](http://www.discovermoab.com) website to educate about riding in Grand County. Upon registering for the event the event holders are embedding the educational UTV video on their registration page and website. Before the participant can confirm their registration they will have to watch the UTV video before they can move forward to complete registration. The event holders will also have the UTV video running during the events pre
meeting with participants.
9. The Rally On the Rocks organizers will continue to provide financial
donations to local organizations in Grand County and Moab as they have
done in the past years. Prior donations have resulted in thousands of
dollars donated to the community.

**BACKGROUND:**
The Special Events Coordinating Committee (SECC) is authorized through
ordinance to conduct the approval process for all special events in the
unincorporated county. With public contention following the May 2019 Rally
On The Rocks special event, the SECC met in an open, public meeting on
June 20th and, with help from the Council Administrator who attended the
meeting, submitted a June 26th memo to Council summarizing the meeting
content and the Committee’s unanimous approval of a motion to recommend
to Council that the Committee continue permitting the event.

The SECC met again on August 15th, with Council Member McGann in
attendance and the event organizer attending by phone. After a thorough
discussion regarding Council Member McGann’s recommended parameters
for the event, and the event organizer’s willingness and abilities to comply with
such amended parameters, the Committee unanimously approved to accept
the changes in the recommended parameters and to, following a
recommendation from the County Attorney, refer the event application to the
County Council for review and final action.

The primary changes from the list of recommended parameters that were
agreed upon by the Committee and the event organizer on August 15th were:

- to delete the request of the event organizers “to provide a monetary
  incentive to participants who come to the event with stock mufflers, or
  silenced mufflers. This can be in the form of a gift certificate
  recommending $25 or more as the incentive;”
- to delete the request for the event organizers to eliminate Tuesday from
  the event; and
- to delete the request for the event organizers to commit funding “toward
  educating UTV users on what it means to be a good visitor/trail user.”
  (The education parameter is provided in parameters #3 and #8.)
  Instead, the request is that the event organizers “will continue to
  provide financial donations to local organizations in Grand County and
  Moab as they have done in the past years. Prior donations have
  resulted in thousands of dollars donated to the community.”

Note that the event application is not yet complete as there are several permit
applications that the event organizer must secure. Naturally, the event
organizer desires to have confidence that the application will move forward
before investing money and time from themselves and government agencies
into securing the various permits.

Note: There should be no approval of an event application until it is complete,
although the Council, if desired, could choose to approve this recurring special
events application “pending submission of a complete application to include all
required permits.”

**ATTACHMENT(S):**
See Visa Vue for 2019 vs 2018 by March, April, May, June
SECC Memo to Grand County Council dated June 26, 2019 (without attachments)
## Grand County Visa Vue Recap for 2019 vs 2018 During Jeep Safari, Car Show, and ROTR

<table>
<thead>
<tr>
<th></th>
<th>JSafari, Car Show</th>
<th>ROTR</th>
<th></th>
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<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>March</td>
<td>1,941,487.00</td>
<td>1,589,626.00</td>
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<td>14,443,477.00</td>
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<td>% To Total</td>
<td>20%</td>
<td>28%</td>
<td>28%</td>
<td>23%</td>
<td>1.00</td>
</tr>
<tr>
<td>2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>March</td>
<td>1,342,421.00</td>
<td>1,244,325.00</td>
<td>3,115,584.00</td>
<td>5,702,330.00</td>
<td>19%</td>
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<tr>
<td>April</td>
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<td>2,139,470.00</td>
<td>4,327,974.00</td>
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To:        Grand County Council
From:     Ruth Dillon, County Council Administrator
          On behalf of the Grand County Special Events Coordinating Committee
Date:     June 26, 2019
Subj:     Permitting of the Discount Tires Rally on the Rocks UTV Special Event

Summary:  The Grand County Special Events Coordinating Committee thoroughly reviewed the 2019 Rally on the Rocks UTV special event, including After-Action, citizen, and business comments. At an open, public meeting held June 20, 2019, the Committee unanimously supported a recommendation to you, the County Council, that the Committee continue permitting the special event. The Committee found no grounds for permit denial that could be directly linked to the five-day trails event across BLM lands. Clearly, the event brings hundreds of noisy, street-legal UTVs to the community (approximately 600 specifically for the event) – and many individuals who may not be participating in the trail events – facts that are beyond the purview of the County’s Special Events Coordinating Committee when considering compliance with special event requirements and recommendations for future permitting.

Citizen Comments: The County’s Special Events Coordinating Committee is in receipt of all citizen comments addressed to the County Council – in many cases urging the County to discontinue permitting the Rally on the Rocks event held each May. Citizens cited unacceptable noise, public safety issues, and unacceptable disruptions.

Tourism-related Business Comments: Recently the Travel Council reached out by email to local restaurants, hotels, and guides & outfitters with a brief survey inquiring whether/how this special event may support their business; input about the event (positive or negative); and opinions for improving the event. Results from 14 businesses were mixed, with many stating that the event is good for business, and others expressing concerns about unacceptable noise, public safety issues, and unacceptable disruptions. However, a few business representatives wanted to understand why this special event would be singled out from other high-volume special events.

Committee Process: The Committee was established via the County’s 2013 special events ordinance (attached), and it is authorized to allow or deny special event permits as stated in the ordinance. Soon after a permitted special event is over, the Committee Chair sends out the After-Action form to all voting members and stakeholders associated with the event (except for the event organizer) for feedback about and possible corrections for future events.

The Committee typically meets every other month to review After-Action reports and determine if any action is required of the event organizer for the following year’s event. The Committee held their regularly scheduled, open and public meeting on June 20, 2019 at 10:00 a.m. in the Council Chambers to
review this particular event at length and in the presence of myself as well as the invited event organizers.

Attending:
Building Inspection - Jeff Whitney
Moab Valley Fire Department – Brandon McGuffee
Sheriff’s Office – Darrel Mecham & Curt Brewer
UHP – Kyle Curtis
Community & Economic Development – Zacharia Levine (by phone, unable to vote) & Kenny Gordon
Travel Council – Elaine Gizler & Keri Frandsen
Southeast Utah Health Department – Orion Rogers & Brittany Garff
UDOT – Kurt McFarland
BLM – Jennifer Jones & Todd Murdock
OSTA – Angie Book

Absent:
Road Department representative
Emergency Medical Services representative
Clerk/Auditor representative

On June 20, 2019 the Committee discussed the following:

Sheriff’s Office staffing: The Sheriff’s Office is in charge of daily escorts from the Old Spanish Trail Arena to and from the trailheads, utilizing assistance from Search & Rescue, Moab City Police Department, San Juan County Sheriff’s Office, and Utah Highway Patrol. Although the escorts are not required for street-legal UTV’s, the event organizer determined to continue the escort practice as a control measure. The County is reimbursed by the event organizer for the twice-daily escort and intersection traffic control services of five off-duty Grand County Sheriff deputies; the reimbursement revenues to the Sheriff’s Office total approximately $14,000 for the five-day event. Following complaints raised by Moab City Police (see attached After-Action report) and UHP regarding an apparent lack of reimbursement, it was determined that Moab City and UHP (and any other outside organization) are expected to request reimbursement directly from the event organizer for their services; the event organizer stated that they will pay.

Staffing occurs by both on-duty and off-duty staff. Off-duty deputies are not on duty for a patrol schedule but are on duty for the special event. On-duty deputies would be pulled off of the special event if an emergency arose.

Unregistered UTVs: After the daily escorts, the Sheriff’s Office stops UTV drivers, who may or may not be associated directly with the event, whenever they see them on the streets. The event organizer stated that the event is represented by about 35 states, and some states do not plate UTVs as they are strictly an off-road vehicle in their state. In the last two or three years, the State of Utah began requiring the license plate. Therefore, UTVs from those non-plating states cannot become street legal in Utah and thus require escorts to participate in the event. The event organizer stated that approximately 90% of the UTV’s with the event are street legal. UHP reported having a conflict in supporting an event with unregistered vehicles and may abstain from supporting the event until this can be worked out.
Unacceptable noise: The Sheriff’s Office reported that the County Attorney is working on enforceable noise regulations in the unincorporated, inhabited county. A disorderly conduct ordinance is in place. The Committee agrees that the UTVs are noisy, and particularly in groups. Although there were many comments on the noise in and around town at all hours, the Committee could not directly link the noise to the permitted event itself. The Sheriff’s Office has a controlled environment when escorting UTVs to and from the Arena, maintaining low speeds and minimum UTV noise. For noise mitigation, the Sheriff’s Office now avoids North Spanish Valley Drive and neighborhoods as much as possible when escorting for the event. South Spanish Valley Drive near Ken’s Lake is an escort route, however, as well as Millcreek “a little bit.”

The UDOT representative commented that it may be challenging to have a noise curfew in the unincorporated county on street-legal machines.

The Sheriff’s Office reported that most noise complaints received were in the evening and not necessarily with the event. “You can’t put all the blame on Rally on the Rocks.” Some Committee Members thought that the tourists renting UTVs in town could be at issue.

A BLM representative reported that they received some complaints, generally about noise, “but not necessarily regarding this specific event.” “I commend Lance on the efforts. They are great to work with. We have a few issues, and we’ll meet later today.... It is a very well run event. It’s not them causing any problems.”

A Health Department representative read a definition of “extreme noise” from a Salt Lake County regulation with a curfew of 10pm to 7am which included some exemptions, noting that temporary permits may be obtained from the Salt Lake County Health Department. Grand County does not have a noise ordinance, although Moab City does.

Unacceptable Disruptions: The Sheriff’s Office received complaints the first day after a Sheriff Deputy admittedly allowed too many UTVs to go through an intersection at one time, which required a longer general public waiting period at the intersection; the Sheriff’s Office corrected this by limiting the number of UTVs to 35 to go through an intersection at one time taking a maximum of approximately two minutes.

Sand Flats, via email, reported issues associated with noise in the campgrounds at late hours. The Sheriff’s Office reported that a lot of people like the night rides with the lights, and this alone cannot be stopped. However, Fins and Things 4x4 trail is day-use only and can be enforced.

The Arena reported no issues with the event and that requests were made by event participants for temporary registration of vehicles; however, temporary license plates apparently do not exist.

A Community & Economic Development representative brought up the cost to the county of infrastructure, public services, and “extraordinary impacts on the community with the noise” versus the benefits to the community; a request for an economic analysis was made, given the contention around the event, with the question, with this event, “is there a net benefit or a net burden to the community?”
Public Safety: The Sheriff’s Office reported that this was a good event, controlled, and with limited issues on the trails; the Sheriff’s Office reported a couple of calls involving turnovers, stating that no drugs or alcohol were involved.

The Fire Department reported no issues with the event.

UDOT reported no issues with the event.

San Juan County Sheriff’s Office supported the escorts and reported no issues.

Moab City Police Department reportedly has issues with an intersection in town being blocked.

From the Sheriff’s Office: “This is one of the best events to work with; they work together; they’re willing to work with everybody.”

Impact on the Economy: Hotels reported that they get repeat customers from this event. OSTA reported that they had about 80 campers per night and that brought in about $10,000 in revenue for the County. The event reimburses $14,000 to the Sheriff’s Office.

The event organizer donates to Grand County Search & Rescue; this year they donated a UTV worth $50,000.

During the meeting, the Committee reviewed a draft After-Action report which consisted of a complaint by Moab City Police for lack of reimbursement. Committee members had the opportunity to add to the draft After-Action report yet no additions were made; the final report is attached.

As a final note, any special event allowed in the County is a privilege as opposed to a right.

cc: Special Events Coordinating Committee Members

Attachments: Citizen comments; tourism-business comments; Ordinance No. 521 (2013); Committee After-Action Report
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
August 20, 2019
Agenda Item: R

| TITLE: | Adopting proposed ordinance approving amendments to Ordinance No. 521 “An Ordinance repealing Grand County Code Chapter 8.16 Public Assemblies, Sections 8.16.010 to 8.16.110 and enacting a New Chapter 8.16, Sections 8.16.010 to 8.16.140 Governing the Permitting of Special Events” |
| FISCAL IMPACT: | N/A |

Prepared By:
Elaine Gizler, Executive Director, Moab Area Travel Council
100 E 84 No.
435-259-1370
director@discovermoab.com

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDATION:
I move to adopt the proposed amendments to Ordinance No. 521 “An Ordinance repealing Grand County Code Chapter 8.16 Public Assemblies, Sections 8.16.010 to 8.16.110 and enacting a New Chapter 8.16, Sections 8.16.010 to 8.16.140 Governing the Permitting of Special Events” and authorize the Chair to sign all associated documents.

BACKGROUND:
The request for approval to repeal the current Grand County Ordinance is a result of updating key areas within the code.
8.16.030 Definition to define a Special Event.
8.16.040 Licenses Required
8.16.050 Exceptions
8.16.060 Sales Tax
8.16.070 Cost Recovery Surcharge
8.16.080 Special Event License
8.16.090 Submission Timeline
8.16.110 Allowable Conditions
8.16.120 County Council
8.16.130 Grounds for Denial
8.16.140 Enforcement
8.16.150 Remedies and Penalties

ATTACHMENT(S):
AN ORDINANCE REPEALING GRAND COUNTY CODE CHAPTER 8.16 PUBLIC ASSEMBLIES, SECTIONS 8.16.010 TO 8.16.110 AND ENACTING A NEW CHAPTER 8.16, SECTIONS 8.16.010 TO 8.16.160 GOVERNING THE PERMITTING OF SPECIAL EVENTS Document.
ORDINANCE NO._______ (2019)

AN ORDINANCE REPEALING GRAND COUNTY CODE CHAPTER 8.16 PUBLIC ASSEMBLIES, SECTIONS 8.16.010 TO 8.16.110 AND ENACTING A NEW CHAPTER 8.16, SECTIONS 8.16.010 TO 8.16.160 GOVERNING THE PERMITTING OF SPECIAL EVENTS

WHEREAS, Grand County recognizes the value of special events to the economy, tourism, and quality of life experienced in the community; and

WHEREAS, Grand County has an important and compelling governmental interest in regulating the needs and impacts associated with special events in order to protect property, public health, safety, and welfare and provide for orderly crowd movement and traffic safety, personal privacy, noise and litter control; and

WHEREAS, Grand County desires to establish reasonable and uniform time, place and manner regulations governing the permitting and operation of special events in order to establish clear rules and an efficient process for event sponsors and county administration; and

WHEREAS, Grand County recognizes that uniform procedures promote and protect the rights of those organizing special events, those participating in them, and those living and working nearby; and

WHEREAS, Grand County desires to provide a reasonable level of service in support of special events and to charge a reasonable fee to recover the costs associated with providing such services in order to ensure special events do place an unreasonable burden on the fiscal well being of the County; and

WHEREAS, the Grand County Council previously enacted Grand County Code Chapter 8.16, Public Assemblies, Sections 8.16.010 through 8.16.110 governing the permitting requirements for special events held in Grand County;

WHEREAS, the Grand County Council held a public hearing to consider this Ordinance on August 6, 2019, which public hearing was duly noticed;

WHEREAS, the Grand County Council has reviewed the previous ordinance, has heard and considered all evidence and testimony presented with respect to the repeal of the previous ordinance, and has determined that it is in the best interests of the citizens of Grand County to repeal the previous ordinance and enact a new ordinance governing the permitting requirements for special events held in Grand County.

NOW, THEREFORE, the County Legislative Body of Grand County, UT ordains that the Grand County Code is hereby amended by the repeal of Chapter 8.16, Public Assemblies, Sections 8.16.010 to 8.16.110 and the enactment of a new Chapter 8.16, Special Events, Sections 8.16.010 through 8.16.160 to read as follows:
See Exhibit A.

PASSED, ADOPTED, AND APPROVED by Grand County Council in a regular public meeting on August 20, 2019 by the following vote:

Those voting aye: ____________________________________________
Those voting nay: ____________________________________________
Those absent: ________________________________________________

GRAND COUNTY COUNCIL

ATTEST:

_________________________________________  ___________________________
Evan Clapper, Chair     Chris Baird, Clerk\Auditor
Chapter 8.16 Special Events

Sections:
8.16.010 Purpose and Intent
8.16.020 Severability
8.16.030 Definitions
8.16.040 License Required
8.16.050 Exceptions
8.16.060 Business License and Sales Tax
8.16.070 Cost Recovery Surcharge
8.16.080 Application Materials
8.16.090 Submission Timeline
8.16.100 Special Events Coordinating Committee
8.16.110 Allowable Conditions
8.16.120 County Council
8.16.130 Grounds for Denial
8.16.140 Enforcement
8.16.150 Remedies and Penalties
8.16.160 Post Event Evaluation

8.16.010 Purpose and Intent
It is the purpose of Grand County, State of Utah, to regulate assemblage of large numbers of people in excess of those normally needing the public services provided by Grand County in order that the health, safety and welfare of all persons in Grand County, residents and visitors alike, may be protected.

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.

8.16.030 Definition
A “Special Event” shall mean a sporting, cultural, entertainment, commercial, or similar gathering, whether for profit or nonprofit, whether open to the public or not, occurring for a limited or fixed duration not to exceed fourteen consecutive days, and 1) where Daily Total Attendance may exceed one hundred persons; 2) the County Council determines that the proposed event will result in quantifiable impacts to county services or the health, welfare, or safety of citizens; or 3) any event available to the public that requires the full or partial closure of a public right of way or use of public property. As used herein, “Daily Total Attendance” shall mean and include all registrants/participants, spectators, staff, hired entities or contractors, and volunteers. 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.
Grand County recognizes and supports the public’s right to assembly and free speech and this Section 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.

8.16.040 Licenses 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 License issued by Grand County.

In addition, all Special Events shall operate under a valid Grand County business license. Special Events sponsored by a person or organization without a business license shall obtain a temporary business license in addition to the Special Event License.

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 License; and

Special Events held at the Old Spanish Trail Arena (OSTA) multi-purpose recreation complex and Old City Park shall not require a Special Event License provided the event sponsor follows all other licensing requirements, adheres to the facility’s established policies and fees; provided, however,

The Special Events Coordinating Committee, as defined in Section 8.16.100, may require a Special Event License for an event to be held at OSTA or Old City Park when the event: (i) significantly impacts county services, such as an increased demand for litter control, traffic control or the presence of law enforcement; (ii) presents a considerable risk to the health, safety or welfare of citizens, including overcrowding, personal privacy, or noise; or (iii) presents unbudgeted fiscal impacts upon the County in terms of staff time, public resources, or the like.

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 five (5) days prior to the Special Event.

Each Special Event Licensee 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 Cost Recovery Surcharge
Pursuant to Ordinance No. 575 (the Grand County Consolidated Fee Schedule), Special Events subject to County Council approval under Section 8.16.120 shall be subject to a Cost Recovery Surcharge, which shall be defined as 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. The Cost Recovery Surcharge shall be proportionate to impacts and costs generated by the event and shall be calculated to reimburse Grand County for unbudgeted expenses for excess public services, staff time, or the like. The County may require the Cost Recovery Surcharge be paid in advance, or within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.

8.16.080 Special Event License Application Materials
All applicants shall provide the following information:
1. Special Events Application Fee;
2. Copy of Applicant’s Business License;
3. Name, address, telephone number, and email address of event sponsor;
4. The proposed dates and times of operation;
5. Description of 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;
6. The proposed location and premises to be used;
7. The name, address, telephone number, and email address of property owner(s);
8. Notarized property owner(s) signature(s) authorizing the special event on the property;
9. Anticipated number of event participants – max number during a two-hour peak;
10. Anticipated number of event staff and spectators;
11. A Site Plan/ Detailed Course Map:
   • 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;
   • 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;
   • Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
   • Location, type, and provider of restroom facilities;
   • Location of operator’s headquarters at the gathering;
   • Location of all beer gardens and cooking areas;
   • The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
• Parking areas and overflow parking areas;
• Shuttle plan;
• Entrance and exits;
• Vendor stations;
• Generator locations and/or source of electricity; and
• First aid and water stations.

12. 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;
13. Proof of liability insurance and indemnification agreement;
14. Applicant’s sales tax account number;
15. Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event;
16. Single point of contact for the day of event;
17. A description of the number and type of vendors planned for the event;
18. Any pertinent information requested by staff concerning impacts generated by the event including traffic control, security, emergency medical services, or other similar information;
19. Pertinent coordination information such as required permits and approvals from Utah Department of Transportation, Utah Highway Patrol, local Health Department, Alcohol Control Board, Moab City, federal and state land management agencies, and other agencies as may be deemed appropriate;
20. 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;
21. If the special event involves Utah Department of Transportation (“UDOT”) managed rights of way, a copy of the UDOT permit.

8.16.090 Submission Timeline
Complete applications shall be submitted a minimum of one hundred and twenty (120) days in advance of the proposed Special Event. This timeline may be waived by the Special Events Coordinating Committee if a complete application is received and minimal impacts are anticipated. The Committee may require additional time if questions or concerns arise. A Special Events License authorized by this section shall be valid for the dates specified not to exceed twelve (12) months from the date of issuance, subject to Section 8.16.110 below.

8.16.100 Special Events Coordinating Committee
A Special Events Coordinating Committee (“Committee”) made up of County staff shall meet as needed. The Committee shall have the authority to develop an application form and a compliance checklist consistent with this ordinance, and to review and issue approve, approve with conditions, or deny a special event license application, with or without conditions except as limited by Section 9.16.120. Applications shall be subject to review by the following County departments: roads, building, fire, law enforcement, EMS, travel council, planning and zoning, and others as required for the special event.
8.16.110 Allowable Conditions and Timeline
Permissible conditions may include, but are not limited to:

- payment of a special event license application fee and temporary business license application fee,
- payment of fees for land use permits, building permits, temporary structure permits, or other applicable charges,
- security requirements,
- liability insurance,
- damage deposit or surety bonds,
- cost recovery surcharge,
- indemnification or liability waivers. Applicant shall agree in writing to indemnify the county and its officials, employees and agents and to hold them harmless from and against any and all claims, liability, damage, loss or expense of any kind (including attorneys’ fees and costs) arising or resulting in any way from the activities of the licensee on County property, including, but not limited to, streets, sidewalks, or other public rights of way.
- limits upon days or hours operation,
- limits on numbers of participants,
- limits on size and type of lighting, audio or visual equipment,
- Emergency Medical Services,
- Law Enforcement,
- Acreage limits,
- Additional parking and/or traffic control,
- Sanitation,
- Fire protection services,
- Other similar requirements to promote public health, safety, and welfare, including traffic control, crowd control, litter disposal, noise control and privacy concerns.

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

8.16.120 County Council
The Committee shall elect to refer a complete special event application to the County Council for review, and the County Council shall have the power to request such referral, review, approve, approve with conditions, or deny a special event license - where the proposed Special Event:

1. May significantly impact County services or present a considerable risk to the health, safety, or welfare of citizens;
2. Involves the full or partial closure of a public right of way or use of a County owned facility not exempted in Section 8.16.050;
3. Requires issuance of additional licenses or permits which require County Council approval;
4. Is likely to draw in excess of three hundred (300) people per day of operation; or
5. Is likely to generate unbudgeted fiscal impacts upon the County in terms of staff time, public safety, or the like.

The County Council may set event cost recovery surcharges based upon recommendations of the Committee.

8.16.130 Grounds for Denial
The Committee, or the County Council upon referral, may deny an application for a Special Event License on the following grounds:

1. Applicant submits incorrect, incomplete, or false information;
2. The proposed Special Event poses a significant danger or threat to the public health, welfare or safety, or which 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 license or permit conditions;
5. Site-specific or event impacts of the proposed Special Event render it incompatible with community or neighboring uses;
6. Impacts associated with the proposed Special Event cannot be mitigated;
7. Applicant does not meet timelines required herein;
8. 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; or
9. The Committee otherwise unanimously supports a denial based on Post Event Evaluation(s).

In the event of denial of a Special Events License, the applicant may submit a written appeal of a to the County Council within thirty (30) days of the Committee’s written decision.

8.16.140 Enforcement
The Sheriff’s Office or other assigned county department or office may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Event Licensee shall provide access to all areas of the gathering the County deems necessary and provide the number of access credentials requested.

The County may stop an event which has not been issued a license and/or may issue citations where event staff or participants violate state statutes, County ordinance, or conditions of approval. Expedited judicial remedies are expressly authorized where violations of this ordinance present an imminent risk to public health, safety, or welfare.

8.16.150 Remedies and Penalties
Any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this Chapter shall be guilty of a Class C misdemeanor. Without limiting the
generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to conduct a Special Event without the licenses required by this Chapter or fail to comply with License conditions.

In addition to other penalties imposed, such persons shall be liable for all expenses incurred by the County for such services as law enforcement, fire protection, emergency medical services, utilities, traffic control, parking, or for removing or abating any Nuisance.

**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.
Agenda Summary
GRAND COUNTY COUNCIL
August 20, 2019
Agenda Item: S

| TITLE: | Reconsideration of the fencing condition included in Ordinance 594, which applied the HDHO District 5 (HDHO – 5) to 1991 Starbuck Lane |
| FISCAL IMPACT: | N/A |
| PRESENTER(S): | Community and Economic Development Staff |

**STATED MOTION:**

Move to amend OR repeal and replace Ordinance 594 by removing the six foot (6’) tall fencing requirement as a condition of approval for the Starbuck Ln HDHO District 5 application, and authorize the Chair to sign all associated documents.

**STAFF RECOMMENDATION:**

The C&ED Director is content with removal of the above condition.

A two-lot subdivision should not result in viewshed impacts that are appreciable relative to a single home development. Fencing is not consistent throughout the Plateau/Starbuck Ln neighborhood. Staff does not see adequate justification for the fencing requirement in this instance.

**BACKGROUND:**

On July 16, 2019, the County Council voted to approve Ordinance 594, which applied the HDHO-5 to 1991 Starbuck Ln in order to support a two-lot subdivision. Both lots will be deed restricted in accordance with the HDHO Ordinance. As a condition of approval, the Council voted to require the Applicant and Developer to construct a six-foot privacy fence along the perimeter of the property. The condition of approval resulted from a request submitted by an adjacent property owner. In addition, the Council heard oral comments from the adjacent property owner after the public hearing had closed; the Applicant did not attend the July 16, 2019 meeting and expressed concern about their inability to respond to the adjacent neighbor’s oral statements. Following the Council’s vote, the Applicant requested the Council reconsider the fencing requirement included as a condition of approval.

**ATTACHMENT(s):**

- Ordinance 594
- 1991 Starbuck Ln HDHO Preliminary Plat (approved)
- 1991 Starbuck Ln HDHO Development Agreement (approved/recorded)
- Applicant e-mail requesting reconsideration
GRAND COUNTY, UTAH
ORDINANCE 594 (2019)

APPROVING APPLICATION OF THE HIGH DENSITY HOUSING OVERLAY DISTRICT 5 (HDHO-5) TO 1991 E. STARBUCK LANE IN CONJUNCTION WITH THE STARBUCK SUBDIVISION HIGH DENSITY HOUSING OVERLAY DEVELOPMENT

WHEREAS, Tim Keogh is the authorized Applicant and Developer, and Route 46 LLC is the owner of record of approximately (0.52) acres of real property in (SE1/4 of Section 17, Township 26 South, Range 22 East) Grand County, Utah, more specifically described as follows;

BEGINNING AT A POINT WHICH BEARS N 89°20'E 693.5 FT. FROM THE CENTER ¼ CORNER OF SEC. 17, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE N 89°20'E 107.25 FT., THENCE SOUTH 209.0 FT., THENCE S 89°20'W (RECORD=S 89°52'W) 107.25 FT., THENCE NORTH 209.0 FT. TO THE POINT OF BEGINNING AND CONTAINING 0.515 ACRES, MORE OR LESS.

WHEREAS, the Applicant has submitted an application requesting the High Density Housing Overlay District 5 (HDHO-5) as defined by the Grand County Land Use Code (LUC);

WHEREAS, the Grand County Land Use Code was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Grand County Council adopted Ordinance 584 - High Density Housing Overlay Districts on January 15, 2019 and amended it further on June 25, 2019;

WHEREAS, in a public hearing on June 11, 2019 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council;

WHEREAS, in a public meeting on June 11, 2019 the Grand County Planning Commission provided a conditional approval of the Starbuck Subdivision Preliminary Plat contingent upon the County Council taking action to apply the HDHO-5 District to the subject parcels;

WHEREAS, the Applicant has submitted and the County Attorney has approved a Development Agreement committing the Developer to the deed restriction requirements of Section 4.7, which states that both lots created by the Starbuck Subdivision shall be deed restricted to primary residents who are actively employed within Grand County (See Exhibit A);

WHEREAS, the Applicant has submitted a Preliminary Plat for the Starbuck Subdivision and designated both lots would be deed restricted according to the provisions of Section 4.7 (See Exhibit B);

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed HDHO-5 application in a public hearing on July 2, 2019;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby approve the HDHO-5 application for 1991 E. Starbuck Lane conditioned upon the following:
• Developer/Subdivider shall install a six (6) foot tall privacy fence along the exterior perimeter of the subject parcel.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of July, 2019, by the following vote:

Those voting aye: Halliday, McGann, Wells, Morse, Paxman, Clapper
Those voting nay: ___________________________
Those absent: Hawks

ATTEST:

Grand County Council

Chris Baird, Clerk/Auditor

[Signature]

Evan Clapper, Chair
Terry Morse, Vice Chair
A PRELIMINARY PLAT OF
STARBUCK SUBDIVISION
IN THE SE1/4 SECTION 17, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH

NOTES
1. Contour data herein from Grand County U.C.S.
2. The information provided by Anderson-Dean Co. (file number 1P29).
3. The project proposed to utilize the Grand County (12-acres) to be subdivided, which will be rezoned for residential use.
4. Zoning for the subject property and all surrounding properties in Grand County U.C.S.
5. The property and all surrounding parcels are zoned and used as residential.

LEGAL DESCRIPTION
DESCRIPTION OF A PARCEL OF LAND WITHIN THE SE1/4 OF SECTION 17, T 26 S, R 22 E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHICH BEARS N 89°20'0" E 693.5 FT. FROM THE CENTER CORNER OF SEC. 17, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE N 89°20'0" E 107.25 FT., THENCE SOUTH 209.0 FT., THENCE S 89°20'0"E (RECORD=S 89°52'0"E) 107.25 FT., THENCE NORTH 209.0 FT. TO THE POINT OF BEGINNING AND CONTAINING 0.515 ACRES, MORE OR LESS.
NOTICE TO TITLE COMPANY:
SECTION 3 HEREIN REQUIRES
EACH DEED OF CONVEYANCE
INCLUDE THE DEED RESTRICTION
SET FORTH IN SECTION 3.2

STARBUCK SUBDIVISION DEVELOPMENT AGREEMENT
AND DEED RESTRICTION
HIGH DENSITY HOUSING OVERLAY DISTRICT
Pursuant to Grand County Code Section 4.7

This DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “Agreement”) is made and entered into as of this ___ day of ___________ 2019 (the “Effective Date”) by and between Route 46, LLC, a Utah limited liability company with its principal place of business located at PO Box 116, Moab, UT, (“Owner/Developer”), and Grand County, a political subdivision of the State of Utah (“County”).

Recitals

A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the “Property”), which is described below and incorporated herein by this reference.

EXHIBIT A
DESCRIPTION OF A PARCEL OF LAND IN SEC. 17, T26S,R22E, SLM, GRAND COUNTY, UTAH, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Beginning at a point which bears N 89° 20’E 693.5 ft. From the Center 1/4 Corner Sec. 17, T 26 S, R 22E, SLM, and proceeding thence N 89° 20’ E 107.25 ft., thence South 209.0 ft., thence S 89° 20’ W (record=S 89° 52’ W) 107.25 ft., thence North 209.0 ft. To the point of beginning.

B. WHEREAS, Owner/Developer has petitioned Grand County to apply the High Density Housing Overlay District (the “HDHO District Petition”) to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (“Section 4.7”).

C. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property, provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Grand County Code (the “Code”).

D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.7, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed.
Agreement

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

1. **DEFINITIONS.** All terms herein shall have those meanings assigned in Section 4.7.

2. **COVENANT TO COMPLY WITH SECTION 4.7.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.7, which provisions, duties, and obligations are integrated herein by this reference.

3. **DEED RESTRICTION.**

   3.1. Both Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households, as designated on the Final Plat or Site Plan.

   3.2. Each deed of conveyance for an HDHO Lot or Unit shall include the following Deed Restriction:

   The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. ________.

   Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit.

   3.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7, which Minimum Standards are integrated herein by this reference. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Section 3.3 by a record owner of any HDHO Unit in Grand County.
3.4. Owner/Developer shall include the deed restriction contained in Section 3.2 above in each and every deed of original conveyance of an HDHO Lot, and each deed of conveyance thereafter shall include the same.

3.5. Owner/Developer shall include the deed restriction contained in Sections 3.2 and 3.3 above in each and every deed of original conveyance of an HDHO Unit, and each deed of conveyance thereafter shall include the same.

4. DEFAULT.

4.1. Violation or breach of any provision hereunder, or Section 4.7, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor’s office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Section 4.7, or Utah law including specific performance and monetary fines pursuant to Section 4.2.

4.2. In the event an Event of Default is not cured under Section 4.1, fines in the amount of $50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

5. MISCELLANEOUS.

5.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Lots and Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

5.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

5.3. A party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to
judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

5.4. This Agreement shall be governed by and construed under Utah law.

5.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

5.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

5.7. This Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.

5.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

COUNTY: Grand County
A political subdivision of the State of Utah
By: ________________________
Name: ________________________

ATTEST:

________________________
Chair, Grand County Council

________________________
County Clerk

Owner/Developer:
By: ________________________
Name: ________________________
Title: ________________________

STATE OF UTAH )
) ss
COUNTY OF GRAND )

On _______, 2019, Timothy M. Keogh and William W. Winfield as owners of Route 46, LLC, a Utah limited liability company, appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of Route 46, LLC, by authority of its Articles of Organization and Operating Agreement.
Dear Council,

At last evenings council meeting you all unanimously approved our HD overlay, Starbuck Subdivision. For that we are most thankful. Having said that, I have some concerns about getting to those ends.

As you’ll recall, our neighbor had concerns and spoke of those concerns at the public hearing two weeks ago, as did I. Chief among those concerns was her need of a privacy fence between us. Both my self and staff reported that that wasn’t a code requirement while I added that it was an item we would be willing to discuss it with her.

I didn’t attend the meeting last night knowing it was only a vote. I now find that, even though the hearing was closed, the neighbor once again was given the floor and was successful in getting not only a privacy fence on her side, but a fence surrounding our two lots. Apparently, cost was a deciding factor. She couldn’t afford it and we, being developers, could.

So, a few concerns I have. First, allowing deciding testimony after the hearing is closed. Second, extracting improvements that are not required in the code, and lastly, the costs associated with same. The HDO is designed to give locals a foot up, give them an opportunity to get into a home. Simple math puts this fence at $12,500. At $25 per foot it adds up in a hurry. Clearly that cost will be borne by the purchasers of these lots. Each buyer will end up paying over $6000 for a fence they may not even want. Sadly, having required us to build a screen fence, you are now obligated to make every HDO applicant do the same. Ironically, this neighborhood enjoys some of the best mountain vistas in the valley. At least it does until you have a 6 ft. fence out your window. Such is the cost of great ideas and progress I suppose.

Sincerely

Timothy M. Keogh,
Route 46, LLC
Agenda Summary
GRAND COUNTY COUNCIL
August 20, 2019
Agenda Item: T

| TITLE: | Possible Action Item: Adopting a proposed ordinance approving the Arroyo Crossing application for a Planned Unit Development Overlay and associated Master Plan |
| FISCAL IMPACT: | N/A |
| PRESENTER(s): | Community and Economic Development Staff |

POSSIBLE MOTION:

Move to approve the Arroyo Crossing PUD overlay and associated master plan, and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on July 9, 2019 and voted to send a favorable recommendation to the County Council for approval of the PUD Overlay and associated Arroyo Crossing Master Plan. The Planning Commission also voted separately to provide a conditional approval of the Preliminary Plat, conditioned upon Council approval of the PUD Overlay and associated Master Plan as well as final approval of the Budweiser Ln road design.

STAFF RECOMMENDATION:

Staff recommends the County Council approve the Arroyo Crossing PUD Overlay and associated Master Plan, conditioned upon final approval of the design exceptions requested on Budweiser Ln.

BACKGROUND:

See staff report attached.

28 of the roughly 42 acres included in the proposed Arroyo Crossing development were rezoned from large lot residential to multifamily residential (MFR-8) in 2016. In conjunction with the rezone, the owner/developer at that time recorded a Master Plan and Development Agreement restricting 20% of the units to households earning 80% of the Area Median Income or less. Since then, the Moab Area Community Land Trust has taken ownership of the full 42 acres included in the proposed development. The MACLT proposes this new development, with 100% of the properties being deed-restricted for households at various income levels below the Area Median Income. The proposed development promises to provide the largest affordable housing development in Grand County, and a significant improvement in affordability guarantees than the existing Master Plan and Development Agreement.

ATTACHMENT(S):
• Staff Report
• Application (including Applicant narratives)
• Master Plan (reviewed and voted upon by the Planning Commission, and included in the 8/6/19 Council packet)
• Alternative Master Plan (submitted to the County 8/5/19) reflecting changes in response to citizen comments
• Preliminary Plat
• Citizen comments
• Draft ordinance
DATE: Tuesday, August 06, 2019
TO: Grand County Council
SUBJECT: Arroyo Crossing Planned Unit Development (PUD) Overlay and Associated Master Plan

PROPERTY OWNER: Moab Area Community Land Trust (Audrey Graham, Chair)
PROP. OWNER REP: Mountainlands Community Housing Trust (Pat Matheson)
ENGINEER: SET Engineering (Jeff Pillus, PE)
PROPERTY ADDRESS: 2022 Spanish Valley Drive
SIZE OF PROPERTY: Roughly 42 acres
EXISTING ZONE: Multi Family Residential (MFR8) & Large Lot Residential (LLR)
EXISTING LAND USE: Undeveloped (vacant)
ADJACENT ZONING AND LAND USE(S): Multi Family Residential (MFR8), Large Lot Residential (LLR), & General Business (GB)

APPLICATION TYPE
Planned Unit Development –PUD Overlay (with Master Plan) and Preliminary Plat. Applicant is also requesting a 20% density bonus for affordable housing, which is allowed by Section 4.4 of the Grand County LUC.

STAFF RECOMMENDATION: Approve
Comments (optional): If approved, the –PUD Overlay and associated Master Plan will replace the Master Plan recorded at the time roughly 28 acres of the roughly 38 acre parcel were rezoned to MFR-8 in 2016.

APPLICATION PROCEDURE
Decision Type: Legislative
Public Notices: ☐ Public Meeting at: ☑ Planning Commission ☑ County Council
Attachments:
☐ Approval Letters ☑ Site Plan ☑ Legal Description
☐ Landscape Plan ☑ Vicinity Map ☑ Public Comments
☐ Vicinity Map ☑ Legal Notice ☑ Agency Comments
☐ Legal Notice ☑ Other: Will-serve letters from agencies (not considered final approval of designs)

SUMMARY OF REQUEST
The subject property, located at 2022 Spanish Valley Drive, is made up of two parcels totaling roughly 42 acres. The first parcel is a little more than 38 acres zoned multifamily residential (MFR-8) and and large lot residential (LLR); the second
parcel is a little more than 3 acres zoned large lot residential (LLR). The Arroyo Crossing development, owned and managed by the Moab Area Community Land Trust (MACLT), will be comprised of three (3) community facilities, eighty (80) 1 to 3 bedroom apartments, forty (40) cottages from 450 – 700 square feet, thirtyfive (35) towhomes, fourty four (44) duplex units and sixty six (66) 4,000 – 5,000 square feet single family units. Because the Applicant is proposing setbacks that are smaller than the standard setbacks called for in the MFR-8 and LLR zone districts and the addition of three (3) community facilities, the subdivision is proposed as a Plained Unit Development (PUD). The Applicant is also requesting use of the 20% density bonus for affordable housing as authorized by Section 4.4 of the LUC. If approved, the currently proposed Master Plan would repeal and replace a previously approved Master Plan for the property.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The development will provide utilities (power, water, sewer, & gas) to each lot. It will also include installation of storm drainage facilities and detention areas. Also several roads, park area, and additional parking are planned.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT
4.4 –PUD, Planned Unit Development
4.4.3 Apptoval Procedures
-PUD district developments shall be reviewed and approved in accordance with the procedures of section 9.2, Text and Zoning Map Amendments (Rezonings), and shall be considered to be zoning map amendment. The application is presented in a public hearing to reflect the legislative nature of PUD review and approval.

9.4.4 Issues for Consideration
The Planning Commission shall, in its action on the preliminary plat, consider Article 7, Subdivision Standards, the physical arrangement of the subdivision, and determine the adequacy of street right-of-way and alignment, the street standards of Grand County, the existing street pattern in the area and with all applicable provisions of the General Plan. The Planning Commission shall also ascertain that adequate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area are adequate to comply with the minimum requirements for the underlying zone district and for the type of sanitary sewage disposal proposed. [Ord. 546, 2016.] Staff believes that all applicable requirements under Article 7 of the Grand County Land Use Code have been met. The physical arrangement of the subdivision, the adequacy of street right-of-ways and alignment, Grand County street standards, and existing street pattern in the area are in compliance with the General Plan. Utility services and storm drainage have been extended and provided. The Applicant is requesting a design exception on the improvements to Budweiser Ln due to ROW limitations and existing structures. The design exception is currently under review from the County Engineer, Road Supervisor, and Community and Economic Development Director. An approval of the PUD Overlay, Master Plan, and Preliminary Plat should be contingent upon final acceptance of the requested exceptions.

The proposed Master Plan and Preliminary Plat include development stipulation tables. The Applicant has also provided CC&Rs that will govern the development.

COMPATABILITY WITH GENERAL PLAN
Staff believes the proposed subdivision is supported by the Housing Element of the General Plan, and various policies recently enacted to support affordable, infill development in Spanish Valley.

COMPATABILITY WITH LAND USE CODE (ZONING)
Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.

LAND USE CODE REFERENCE SECTIONS
(See staff comments in colored italics)

7.2.2 Side Lot Lines
Side lot lines shall be substantially at right angles to street lines unless otherwise approved by the Planning Commission. 
*For the most part, lot lines are at right angles to street lines.*

**7.2.3 Street Frontage Required**
Each lot or building tract shall front upon a public street. *Each proposed lot fronts upon a proposed public street.*

**7.3.2 Street Layout**
Unless otherwise approved by the Planning Commission, provisions shall be made for the extension of streets and in accordance with the requirements of the Grand County Transportation Plan and Grand County Construction Standards. All streets shall bear a logical relationship to the topography and to the location of existing or planned streets on adjacent properties. Adequate local streets shall be provided to accommodate the subdivision and provide access to lots. Where the layout of streets is not shown in the Grand County Transportation Plan, the arrangement of streets in a subdivision shall either:

A.  Provide for the continuation or appropriate projection to existing principal streets in surrounding areas; or

B.  Conform to a plan for a neighborhood or planned unit development approved by the Planning Commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable or where neighborhood design makes a varied plan appropriate.

*Subdivision meets requirements of 7.3.2(A) & (B).*

**7.3.11 Street Design Standards**
Street and alley widths, curves, grades design speed and centerline radius shall meet the Grand Construction Standards, which is summarized, in part, as follows:

<table>
<thead>
<tr>
<th>Design Features</th>
<th>Major Collector</th>
<th>Minor Collector</th>
<th>Local Type I</th>
<th>Local Type II</th>
<th>Public Lane</th>
<th>Private Lane</th>
<th>Private Access Tract</th>
<th>Alley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of lanes</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Lane width (ft.)</td>
<td>12’</td>
<td>12’</td>
<td>11’</td>
<td>11’</td>
<td>11’</td>
<td>11’</td>
<td>8’</td>
<td>10’</td>
</tr>
<tr>
<td>Surface width (ft.)</td>
<td>60’</td>
<td>50’</td>
<td>34’</td>
<td>24’</td>
<td>24’</td>
<td>24’</td>
<td>16’</td>
<td>20-30</td>
</tr>
<tr>
<td>Rights-of-way width (ft.)</td>
<td>80’</td>
<td>66’</td>
<td>56’</td>
<td>56’</td>
<td>56’</td>
<td>44’</td>
<td>24’</td>
<td>20-30</td>
</tr>
<tr>
<td>Maximum grade (%)</td>
<td>8%</td>
<td>8%</td>
<td>10%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
</tr>
<tr>
<td>Min. centerline radius (ft.)</td>
<td>450’</td>
<td>450’</td>
<td>250’</td>
<td>150</td>
<td>150’</td>
<td>150’</td>
<td>75’</td>
<td></td>
</tr>
</tbody>
</table>
Subdivision meets the requirements of 7.3.11. Applicant is requesting a design exception on Budweiser Ln, which is currently under review.

7.4.2 Sidewalks
Sidewalks shall be 5 feet in width in the NB, Neighborhood Business District and in the GB, General Business District; or 6 feet in width if installed adjacent to a curb. Sidewalks built in all other districts shall be 4 feet in width. The construction specification of all sidewalks will conform to the Grand Construction Standards (maintained in the office of the Grand County Road Superintendent). Sidewalks are proposed for all new streets.

### PROPERTY HISTORY
The Arroyo Crossing development is a proposed subdivision on a vacant lot. It plans to extend roadways, utilities and storm drain systems and provide three hundred (300) housing units and three (3) community buildings.

28 of the roughly 42 acres included in the proposed Arroyo Crossing development were rezoned from large lot residential to multifamily residential (MFR-8) in 2016. In conjunction with the rezone, the owner/developer at that time...
recorded a Master Plan and Development Agreement restricting 20% of the units to households earning 80% of the Area Median Income or less. Since then, the Moab Area Community Land Trust has taken ownership of the full 42 acres included in the proposed development. The MACLT proposes this new development, with 100% of the properties being deed-restricted for households at various income levels below the Area Median Income. The proposed development promises to provide the largest affordable housing development in Grand County, and a significant improvement in affordability guarantees than the existing Master Plan and Development Agreement.
APPLICANT STATEMENT
ARROYO CROSSING

The Moab Area Community Land Trust (MACLT) recently received a generous donation of land that will be developed into permanently affordable housing. MACLT will use New Market Tax Credits and loans to construct infrastructure improvements needed to serve the 248 residential units and one community building in the first phase (there are 300 total units and 3 community buildings in the master plan). The new roads will provide an additional connection between the Spanish Valley’s two primary transportation corridors: US-191 and Spanish Valley Drive. Long-term, this project will provide housing opportunities for hundreds of local families and workers, and public health systems. MACLT plans to provide a childcare center (an allowed use within the underlying zone) which will serve children of the local workforce.

MACLT intends to develop the project in two or more phases, with the first phase constituting the majority of the infrastructure and units. However, all of the lots in the master plan will be subdivided concurrently, infrastructure designs will be completed for all phases and drainage improvements will be constructed as part of the first phase. Attached is a plan highlighting the roads and units to be included in the first phase.

The following issues for consideration are required to be addressed per Section 9.2.7 of the Grand County Land Use Code:

1. **Was the existing zone for the property adopted in error?**
   No. A portion of the property was previously rezoned to MFR from LLR in 2016. At the time, the property was located within the MFR overlay map as identified in the Land Use Code and the purpose of the MFR district was to promote infill development and affordable housing.

2. **Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?**
   The 2017 Moab Area Affordable Housing Plan (Affordable Housing Plan) prepared by the Interlocal Housing Task Force states that, “Housing affordability continues to decline. The imbalance between supply and demand in the housing market has resulted in very high housing costs. The imbalance between supply and demand for housing in Grand County results from the following factors: low household income, high housing costs, the influence of external market demand, the condition of existing housing supply, and restrictive land use regulations.”
   Rezoning the property with a Planned Unit Development overlay will allow MACLT to develop a neighborhood with a variety of housing types to address the various housing needs of the local workforce.

3. **Is there a need for the proposed use(s) within the area or community?**
   “The affordability gap refers to the large and growing difference between wages and housing costs. Similar to other isolated, amenities-based, rural gateway communities surrounded by public lands, housing costs in Grand County have risen much faster than wages. Because demand continues to rise faster than supply, prices continue to increase.” (Affordable Housing Plan p. 36)

4. **Will there be benefits derived by the community or area by granting the proposed rezoning?**
a. MACLT has and will continue to work with local contractors as much as possible for studies, design and construction. The New Market Tax Credit financing will bring millions of dollars into the community which will eventually be invested in permanently affordable housing for local workers.

5. **Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan’s zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?**

   Chapter 3 of the General Plan states, “Ample housing choices are designed and priced to fit the range of local earning power, ages, and abilities. Government policies and business decisions result in more affordable housing on-the-ground. Citizens are able to live and work in the county because of a well-planned mix of housing types and price-ranges in diverse and vibrant neighborhoods near employment and services. There are effective programs to provide housing choices for the elderly and those earning less than median income.”

   Approval of a PUD overlay on the property will allow MACLT to implement this vision.

6. **Should the development be annexed to a city?**

   The property is outside of the current Moab Annexation Policy Plan Map.

7. **Is the proposed density and intensity of use permitted in the proposed zoning district?**

   Under a PUD overlay, a property’s maximum allowed density is the same as that permitted in the underlying zone unless the project utilizes affordable housing density bonus incentives (Sections 4.4.7 and 4.4.8 of the County Code). The subject property’s current base density is a combination of LLR and MFR zoning and all of the units within the project will be restricted as affordable housing units, thus allowing MACLT to take full advantage of the affordable housing density bonus incentives. The number of units in the project is 300, far less than the number of units allowed under both Density Incentives 1 and 2. Below is a table showing calculations of density for the entire property under existing zoning and under Bonus Incentive 1.

<table>
<thead>
<tr>
<th>Portion of the overall property</th>
<th>acres</th>
<th>existing density</th>
<th>existing density calc.</th>
<th>Bonus Incentive 1</th>
<th>Bonus Incentive 1 calc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>East</td>
<td>8.96</td>
<td>2</td>
<td>17.92</td>
<td>2.6</td>
<td>23.296</td>
</tr>
<tr>
<td>Central</td>
<td>26.9</td>
<td>8</td>
<td>215.2</td>
<td>14</td>
<td>376.6</td>
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<tr>
<td>West</td>
<td>3.25</td>
<td>2</td>
<td>6.5</td>
<td>2.6</td>
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<td>total units allowed</td>
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<td></td>
<td>239.62</td>
<td></td>
<td>408.346</td>
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</table>

8. **Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?**

   The property has been identified in the Grand County General Plan as an infill development site. A Phase I Environmental Site Assessment has been performed and no Recognized Environmental Conditions were found on the property. The property will
have the same maximum building heights as those of the underlying zones (28’ for MFR and 35’ for LLR).

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
   Surrounding uses include industrial, undeveloped land, and residential.

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?
    Statements regarding the ability of public agencies and service agencies to provide service to the property, including any conditions or required extensions, are included with this application. MACLT has anticipated costs associated with extending services into the development.
Setbacks:
Multi-Family Residence:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 20'
If > 2 stories = 30'
Min. Rear Yard = 10'
Min. Space from Parking = 10'
Single Family Residence:
Min. Front & Street Side Yard = 20'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'
Non-Residential - General Business:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Development Data:
- Community Facilities: 7,200 sf
  Parking: 31 Stalls
- Daycare: 3,600 sf
  Parking: 15 Stalls
- Apartments:
  (A) 1 Bed: 10
      2 Bed: 16
      3 Bed: 6
      Total: 32
      Parking: 57 Stalls
  (B) 1 Bed: 28
      2 Bed: 42
      3 Bed: 14
      Total: 84
      Parking: 148 Stalls
- Cottages: 700 sf: 13
            450 sf: 26
            Total: 39
            40 Stalls
- Townhomes: Total: 35
- Duplex: Total: 44
- Single Family 5000-4000 sf: Total: 66
- Total Units: 300

Floodplain, County Trail
(To Be Determined)
Setbacks:
Multi-Family Residence:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 20'
If > 2 stories = 30'
Min. Rear Yard = 10'
Min. Space from Parking = 10'
Single Family Residence:
Min. Front & Street Side Yard = 20'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'
Non-Residential - General Business:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Development Data:
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  Parking: 31 Stalls
- Daycare: 3,600 sf
  Parking: 15 Stalls
- Apartments:
  (A) 1 Bed: 10
  2 Bed: 16
  3 Bed: 6
  Total: 32
  Parking: 56 Stalls
- (B) 1 Bed: 28
  2 Bed: 42
  3 Bed: 14
  Total: 84
  Parking: 147 Stalls
- Cottages 450 sf:
  Total: 24
  25 Stalls
- Townhomes:
  Total: 52
- Duplicates:
  Total: 44
- Single Family 5000-4000 sf:
  Total: 64
- Total Units: 300

Floodplain
County Trail
(To Be Determined)
Grand County Council Members,

Please accept these comments regarding the Arroyo Crossing development. I am writing as a member of a group of concerned citizens that live in a neighborhood adjacent to the development to the north. I am respectfully asking that you consider making your approval contingent upon the replacement of apartment block A with single family homes. I believe that apartment block A should be removed or moved to the southern border for the following reasons.

1. **Maintaining continuity with existing development** – Apartment block A is one of the highest density parts of the development and should be sited away from existing residential neighborhoods. The parcels to the north of the development are zoned Large Lot Residential with an HDHO overlay of 5 per acre. In contrast, the parcels to south of the development are vacant or commercial with an HDHO overlay of 15 per acre. Single family residences that are more contiguous with the existing neighborhood should occupy the space where apartment block A is currently sited.

2. **Improved traffic flow inside the development** – Apartment block A’s current location will draw more traffic along Falcon Ridge Drive and past single family homes, especially from traffic connecting to Hwy 191. If located on the southern border, it would be closer to the ingress/egress at Budweiser Ln and have more direct access to Hwy 191. It would also be located along Blackbrush Blvd which will be the new main connector between SVD and Hwy 191.

3. **Creating more continuity within the development** – it is clear from the design that there has been an effort to locate similar housing types/densities together. However, apartment block A is currently not sited in close proximity to apartment block B. Replacing apartment block A with single family homes would create more continuity of housing type and density on the northern border. Replacing apartment block A with another dense housing type such as duplexes, townhomes or cottages would not solve the problem. If located along the southern border, apartment block A would be significantly closer to apartment block B; also creating more continuity of density within the development.

4. **Reduce impact of multistory buildings** – Apartment block A is currently sited on one of the higher portions of the property. Replacing it with single family homes would reduce the height impact of the development. If moved to the southern border their height impact would also be reduced because this part of the property is lower.

5. **Consistency with the 2016 plan** – A considerable amount of public comment and discussion went into the approval of the up-zone to MFRB in 2016. The success of that effort was due in part to the Re-Zone Master Concept Plan that was presented at that time. In that plan, the highest density units (townhomes and apartments) were concentrated on the southern border while open space and large single family lots occupied the northern border. Replacing apartment block A with single family homes would make the current design significantly more consistent with the 2016 plan as would moving it to the southern border.

6. **Minor impact to overall development and number of units** – Replacing apartment block A with single family homes would likely only decrease the overall number of units in the development by about 6%. If the apartment block could be moved to the southern border, the overall number of units lost would be much smaller or zero. The overall goals of the Arroyo Crossing development can still be reached even without apartment block A.

7. **Sets good precedent for cooperation** – Members of our neighborhood have been in close contact with some members of the MACLT board and their design coordinator. Everyone has agreed that apartment block A’s current location is not ideal. Hopefully, MACLT will be presenting updated designs that incorporate our requested change(s). Our neighborhood group has sincerely tried to make this a win-win collaborative improvement process. We hope that the Council will see the need for this change and take the steps necessary to make it happen.

Mary Mitchell McGann
Name

Mary M. McGann
Signature

2111 E Plateau Circle
Street Address

7/22/19
Date

Additional Comments on back page
August 6, 2019

Grand County Council
125 E Center Street
Moab, UT 84532

RE: USU Support for Arroyo Crossing Development

To the members of the Grand County Council,

I write to express Utah State University-Moab’s support for the Moab Area Community Land Trust (MACLT)’s Arroyo Crossing development. This development will have a remarkable, positive impact on the lives of many Grand County residents, and it will offer valuable learning spaces for the students in USU-Moab’s Building Construction program.

This project will consist of 300 affordable homeownership and rental opportunities for local residents who likely would be unable to acquire housing through other conventional avenues. The development will create cohesive neighborhoods of families and employees who, perhaps for the first time, have the opportunity to grow roots and therefore contribute their time and resources to the local community. This development will create spaces for students to grow in our local school systems, graduate from Utah State University, and contribute to the local economy, instead of relocating elsewhere after high school.

Additionally, USU-Moab supports this project because it hopes to lease lots to be used for USU-Moab’s Building Construction Program. Development projects like this one will give students direct career and technical education (CTE) opportunities that will directly benefit our local workforce after graduation. A project of this scale will give students the chance to experience residential construction in a realistic setting, and in turn, will produce more desirable candidates for the workforce. The USU-Moab’s Building Construction Program is a relatively new certification that, if given the opportunity to be successful, will positively affect Moab’s community and economy.

The Arroyo Crossing development provides a means for local workers to learn new skills and to establish roots in the area. It will strengthen the community, economy, and quality of life for hundreds of current and future residents. Because of this, USU-Moab supports MACLT’s application for the Arroyo Crossing project.

Regards,

Aaron Thompson

\[Signature\]
To: Grand County Council

Re: Approval of Preliminary Plat for Arroyo Crossing

The Moab Area Housing Task Force (MAHTF) would like to voice its support for the construction of 300 affordable housing units at Arroyo Crossing by the Moab Area Community Land Trust (MACLT).

Grand County is in the midst of a housing crisis caused by low wages, increasing housing costs, restrictive land use regulations, and the deterioration of existing housing stock. Moab's skyrocketing real estate market is pricing out local families within the lower income brackets.

Arroyo Crossing would bring 300 more units to Grand County that serve households at a variety of income levels, ranging from those below 30% Average Median Income (AMI) to 120% AMI. The vast majority of units would be reserved for low and very-low income households. This will help meet the needs of a diverse group of community members, ranging from single-person households to large family units to unrelated seasonal workforce. The variety of housing types put forward in the Preliminary Plat would help solve the problem of the “missing middle” in housing by providing options other than single-family detached homes and multi-family apartment complexes which are the most prevalent in the Moab Area. Other housing options such as townhomes, cottages, and duplexes would be available to moderate income households who may not qualify for subsidized housing but also find single family homes too expensive.

Additionally, Arroyo Crossing will provide 3 community facilities including a daycare center. Grand County is experiencing a childcare deficit and a daycare center would allow families the opportunity to have more working members of the household.

MAHTF urges the Grand County Council to approve the Preliminary Plat for Arroyo Crossing.

Sincerely,

Members of the Moab Area Housing Task Force
Tara Collins  

From: Ruth Dillon  
Sent: Monday, August 12, 2019 9:56 PM  
To: Tara Collins  
Subject: FW: Letter entitled "USU Support for Arroyo Crossing Development"  

Tara, pls see below. Important.  

From: Chris Baird  
Sent: Monday, August 12, 2019 8:35 PM  
To: Grand County Council; Kaitlin Myers; Ruth Dillon; Christina Sloan; Zacharia Levine; Kenny Gordon; Bryony Chamberlain  
Cc: Aaron Thompson; Lianna Etchberger  
Subject: RE: Letter entitled "USU Support for Arroyo Crossing Development"  

Hi All,  

We are a government entity. We don't remove any comments from the public record once submitted. However, the retraction (and any correspondence) can certainly be attached to the original.  

-Chris Baird  

From: Grand County Council <council@grandcountyutah.net>  
Sent: Monday, August 12, 2019 1:53 PM  
To: Kaitlin Myers <kmyers@grandcountyutah.net>; Grand County Council <council@grandcountyutah.net>; Ruth Dillon <rdillon@grandcountyutah.net>; Christina Sloan <csloan@grandcountyutah.net>; Chris Baird <cbaird@grandcountyutah.net>; Zacharia Levine <zlevine@grandcountyutah.net>; Kenny Gordon <kgordon@grandcountyutah.net>; Bryony Chamberlain <bchamberlain@grandcountyutah.net>  
Cc: Aaron Thompson <aaron.thompson@usu.edu>; Lianna Etchberger <lianna.etchberger@usu.edu>  
Subject: RE: Letter entitled "USU Support for Arroyo Crossing Development"  

We have removed from the public comment record the letter from Aaron Thompson regarding Arroyo Crossing development.  

Tara Collins  
Grand County Council Office Assistant  

From: Kaitlin Myers <kmyers@grandcountyutah.net>  
Sent: Monday, August 12, 2019 11:56 AM  
To: Grand County Council <council@grandcountyutah.net>; Ruth Dillon <rdillon@grandcountyutah.net>; Bryony Chamberlain <bchamberlain@grandcountyutah.net>; Christina Sloan <csloan@grandcountyutah.net>; Chris Baird <cbaird@grandcountyutah.net>; Zacharia Levine <zlevine@grandcountyutah.net>; Kenny Gordon <kgordon@grandcountyutah.net>  
Cc: Aaron Thompson <aaron.thompson@usu.edu>; Lianna Etchberger <lianna.etchberger@usu.edu>  
Subject: FW: Letter entitled "USU Support for Arroyo Crossing Development"  

All,  

I am forwarding on Aaron's request to withdraw the letter submitted on Friday afternoon from the public comment record for the Arroyo Crossing public hearing.
Best,

Kaitlin Myers
(she/her/hers)

--

Community and Economic Development Specialist
Grand County, UT

(435) 259-1343
kmyers@grandcountyutah.net
www.grandcountyutah.net

125 E Center Street
Moab, UT 84532

From: Aaron Thompson <aaron.thompson@usu.edu>
Sent: Saturday, August 10, 2019 10:39 PM
To: Kaitlin Myers <kmyers@grandcountyutah.net>
Cc: Lianna Etchberger <lianna.etchberger@usu.edu>
Subject: Letter entitled "USU Support for Arroyo Crossing Development"

Kaitlin,

I am writing to withdraw the letter I gave you in your office Friday in support of the Arroyo Crossing Development. I cannot officially represent Utah State University in my position as a faculty member. Has it been submitted to the county council? If so, what needs to be done to retract the letter from the council? I would appreciate if I would be able to pick up the original letter Monday morning. If you have any questions about the University's standing on this project please contact Lianna Etchberger.

Thank you,
Aaron Thompson
To: County Councilpersons  
From: Maggie Corson  
Date: August 14, 2019

I wish to speak in praise of Arroyo Crossing, both the vision and the reality. I will not address specifics as I know others have weighed in on those matters. The Land Trust and individuals who have worked long and hard to put together the pieces to make a whole deserve a big public thank you. I know that nothing this complicated pleases everyone, but we all should be pleased here is one development addressing our community's need for healthful diverse housing for our diverse workforce. I feel strongly about such as I was one of those who worked hard to replace Powerhouse Lane Trailer Park with a village of workforce homeowners. As you know, this did not come to pass and that opportunity for low-cost housing went by-the-by. Please support this one.

Please make these comments part of the public record regarding this matter. Thank you.

Sent from my iPad
WHEREAS, the Grand County General Plan (General Plan) was adopted by the Grand County Council on April 6, 2004, with Resolution #2654 and updated February 7, 2012, with Resolution #2976;

WHEREAS, the Grand County Land Use Code (LUC) was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008, with Ordinance 468 for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Pat Matheson of Mountainlands Community Housing Trust, (hereinafter referred to as “Applicant”), on behalf of the Moab Area Community Land Trust, submitted an application for the Arroyo Crossing Planned Unit Development (PUD) overlay with associated master plan, more specifically described as the following real property located in Grand County, Utah as follows:

A portion of land within the NE1/4SE1/4, Section 17, T26S, R22E, SLM, Grand County, Utah, more particularly described as follows:

Lot 2, Clark Minor Subdivision, according to the official plat thereof.
Less any portion within Spanish Valley Drive.

AND

Beginning at a point 1350 feet North 0 Deg. 08' West and 1094.9 feet East of the South 1/4 corner of Section 17, T26S, R22E, SLB&M, thence East 225.1 feet; thence North 630 feet; thence; west 225.1 feet; thence South 630 feet to the point of beginning.

WHEREAS, the subject properties are zoned Multi Family Residential (MFR-8) and Large Lot Residential (LLR) as more specifically described in the Grand County Land Use Code;

WHEREAS, the Applicant submitted an application to develop the subject property according to the Arroyo Crossing PUD Master Plan with the proposed uses: Community Facilities (including a daycare), 32 Apartments, 39 Cottages, 35 Townhomes, 44 Duplexes, and 66 Single Family units;

WHEREAS, the Grand County Planning Commission reviewed the Arroyo Crossing PUD Preliminary Plat dated June 14, 2019 in a public meeting on July 9, 2019 and voted to approve it with the following conditions:

- County Council approves the Arroyo Crossing PUD overlay and associated master plan, and
- Applicant continues to work with County staff in reaching final design for Budweiser Ln;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the Arroyo Crossing PUD overlay request with associated master plan in a public hearing on August 6, 2019;
WHEREAS, in response to citizen comments provided to the County and Applicant, the Applicant has submitted a revised master plan dated August 5, 2019 and requests approval of such in conjunction with their PUD overlay request;

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED that the Grand County Council does hereby approve the Arroyo Crossing PUD overlay and associated Arroyo Crossing PUD Master Plan dated August 5, 2019.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 20th day of August, 2019 by the following vote:

Those voting aye: ________________________________
Those voting nay: ________________________________
Those absent: ________________________________

ATTEST: Grand County Council

Chris Baird, Clerk/Auditor Evan Clapper, Chairperson
## Agenda Summary

**GRAND COUNTY COUNCIL**  
August 20, 2019  
Agenda Item: U

<table>
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<tr>
<th><strong>TITLE:</strong></th>
<th>Possible Action Item: Approving the proposed ordinance applying the HDHO 35b District to the parcel at 1248 S. Hwy 191 and associated Viewgate Terrace Master Plan and Development Agreement</th>
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<td><strong>FISCAL IMPACT:</strong></td>
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<tr>
<td><strong>PRESENTER(s):</strong></td>
<td>Community and Economic Development Staff</td>
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### POSSIBLE MOTION:

Move to apply the High Density Housing Overlay (HDH35b) to the parcel located at 1248 S. Hwy. 191 and to approve the associated Viewgate Terrace Master Plan and Development Agreement (as needed: “with the following conditions/changes”), and authorize the Chair to sign all associated documents.

### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on July 9, 2019 and voted to send a favorable recommendation to the County Council for applying the Overlay, subject to the following conditions:

- Developer shall install a privacy fence along the exterior property perimeter where a boundary is shared with residentially zoned properties;
- Developer shall be restricted to 35 feet in height (that of the underlying zone district) along the eastern half of the property; and
- Developer shall designate on the proposed master plan which lots/units will be deed restricted

### STAFF RECOMMENDATION:

Staff recommends Council approved the HDHO District 35b application and REVISED master plan (See background for details on the Applicants’ proposed master plan revisions).

Council may wish to consider additional site planning controls and/or revisions to the updated master plan. Should Council vote to approve the HDHO-35b and associated master plan, Staff recommends that Council include in its motion the following conditions:

- Applicant shall submit an updated master plan document reflecting their proposed unit count and building height changes submitted to the Community and Economic Development Director via e-mail on August 14, 2019.
- Applicant shall submit development plans to UDOT immediately for review and determination of required access improvements; Developer shall be responsible for any required improvements.
• Applicant construct a privacy fence (or fences) somewhere between the proposed multifamily residential structures and surrounding residential properties.

Staff acknowledges the merits of multiple concerns that planning commissioners and citizen commenters have raised to date, including:
• Infrastructure capacity,
• Slope,
• Drainage,
• Viewshed impacts, and
• Development density.

Staff also acknowledges the subject parcel satisfies most of the core evaluation/decision criteria (i.e. planning principles) that have given way to the HDHO, including:
• Proximity to employment and commercial activity centers in downtown Moab;
• Proximity to the future USU Moab campus;
• Proximity to US-191 as a primary transportation corridor; and
• Proximity to higher intensity development (at least on the northeast side – Wingate Wyndham hotel)

Staff believes the Applicant can fully address slope and drainage issues in the course of the development review process. The proposed Master Plan incorporates the conditions of a favorable recommendation provided by the planning commission. The Applicant received approval, and has completed construction, for an injection well to deal with the surfacing ground water at this site.

BACKGROUND:

See staff report attached and below.

The Applicant is seeking a High Density Housing Overlay (HDH35b) approval of the subject parcel from the County.

Following the August 6, 2019 public hearing and before the regularly scheduled meeting of August 20, the Applicant submitted a statement expressing his willingness to revise the master plan reviewed on August 6. A revised master plan would include the following changes:

• Overall reduction in the number of units from 210 to 138. If all 138 units were constructed, 111 would need to be deed restricted according to the HDHO Ordinance.
• Reduction in all building heights and numbers of stories. Multifamily residential buildings A and D-G would be limited to three (3) stories and 35 feet, and buildings B and C would be limited to two (2) stories and 24 feet.
• All building footprints would remain the same, and the deed-restricted lots would remain dispersed throughout the development.
Staff notes that, if approved, the revised numbers would result in a smaller impact on the 300 HDHO Lot/Unit cap currently written into the HDHO Ordinance. If approved, the Viewgate Terrace HDHO Development would result in up to 111 deed restricted HDHO Units. That would bring the County up to just 145 HDHO Lots/Units, which would leave an additional 155 HDHO Lots/Units available for approval under the current HDHO Ordinance. Council still may not be able to approve all HDHO applications submitted to date, but the Ordinance was not written to guarantee approval of any application.

ATTACHMENT(s):
- Staff Report
- Applicant statement
- Proposed master plan revisions (via e-mail submitted 8/14/19)
- Proposed master plan (included in the 8/6/19 packet, which does not reflect the abovementioned revisions)
- Development agreement
- Citizen comments
- Proposed Ordinance
DATE: Tuesday, July 09, 2019
TO: Grand County Planning Commission
SUBJECT: Viewgate Terrace High Density Housing Overlay (HDH35b)

PROPERTY OWNER: Viewgate Development LLC
PROP. OWNER REP: William Hansen
ENGINEER: Click or tap here to enter text.
PROPERTY ADDRESS: 1248 S. Hwy. 191
SIZE OF PROPERTY: 19.75 acres
EXISTING ZONE: Rural Residential (RR). Property is located in the boundary establishing eligibility for the HDH35b
EXISTING LAND USE: Highway Commercial (Hotel under construction) / Rural Residential (vacant)
ADJACENT ZONING AND LAND USE(S): Rural Residential (RR) & Highway Commercial (HC). The subject parcel is located within the HDH35b area.

APPLICATION TYPE
High Density Housing Overlay (HDH35b)

STAFF RECOMMENDATION: Approve with updates to the Master Plan
Comments (optional): Planning Commission and Council should consider site planning elements in the proposed Master Plan to address stated concerns.

APPLICATION PROCEDURE
Decision Type: Legislative
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:

SUMMARY OF REQUEST
The subject property is a 19.75 acre lot located in the Rural Residential (RR) & Highway Commercial (HC) zones at 1248 S. Hwy. 191. The developer is requesting application of the HDH35b overlay to their parcel.
A Wyndham Wingate Hotel is currently under construction on the 2.8 acre portion of the subject parcel zoned Highway Commercial. Application of the HDH35b overlay would enable higher density development on the remaining, undeveloped portion of the parcel, which is 16.7 acres and currently zoned Rural Residential.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

Article 4.7 HIGH DENSITY HOUSING (HDH) OVERLAY DISTRICT

4.7.1 Purpose.

A. Grand County has established a High Density Housing Overlay (HDHO) district to facilitate the provision of new housing units used for primary residential occupancy by actively employed households. The HDHO districts (See Map- Exhibit A) are intended to provide the opportunity and means for the County to meet its estimate of additional residential and workforce housing needs, to achieve the goals of the housing element of the County’s General Plan, and to implement the policies and goals of the housing element of the County’s General Plan.

B. These regulations are intended to encourage the development of new housing units by assisting both the public and private sector in making the provision of these units economically viable, while providing assurances to the County that these units will maintain a high degree of quality and will remain financially accessible to residents and local area workers.

C. These regulations are further intended to encourage the provision of primary residential housing through the combination of the HDHO districts with multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

D. The HDHO is intended to:
   1. Provide a means of directing and simplifying the process for creating and maintaining primary residential housing.
   2. Provide a means of directing and simplifying the process for creating and maintaining affordable housing constructed to meet the Assured Housing requirements of Section 6.15.
   3. Provide incentives to developers, whether in new or rehabilitated housing, to maintain primary residential rental and ownership units in perpetuity.

   Staff believes the developer’s narrative and proposed layout meet the legislative intent of the High Density Housing Overlay. Staff recommends planning commission forward a favorable recommendation of the HDH Overlay application.

4.7.5(C)

C. Property Development Standards. The following development standards shall apply to HDHO units in the HDHO districts.

The Applicant is not requesting preliminary plat approval, but has submitted a master plan that will be recorded and used as a guide for the proposed development if the overlay is attached to the property. The master plan and accompanying development agreement would dictate the maximum number of buildings and units, general layout of the development, and location and number of deed restricted lots or units.

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

   The proposed master plan generally reflects the slope and drainage concerns on the subject parcel. Architectural
and design elements of the development have not been provided to date. The developer did submit one architectural rendering of a building type they are considering (See packet material). Staff is aware of one neighbor’s concerns about visual impacts of buildings located on the eastern edge of the subject parcel. Planning commission conditioned their favorable recommendation on the developer limiting the building heights on the eastern portion of the property to the maximum height allowed by the underlying zone district (35’), and the developer’s updated master plan reflects that in two of the three buildings on the eastern portion (Buildings B and C). The developer is requesting to build the third building (A) at 42’ despite the planning commission’s condition, claiming that it is already likely to create minimal impact due to topography and adjacency to an industrial warehouse. The County Council should consider the visual impacts of the proposed development before making its final decision on the proposed overlay.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO units. Unless modified by the County Council, the following design standards shall apply to a development that utilizes the density increases allowed by this Article.

These design standards will be evaluated at the time of granting a building permit, and at Preliminary and Final Plat approval.

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

This design standard will be evaluated at the time of Preliminary and Final Plat approval.

b. Screening Requirements

This design standard will be evaluated at the time of Preliminary and Final Plat approval. The master plan does include a plat note stating the developer will comply with the screening standards of the Grand County LUC.

i. Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall follow the standards outlined in Section 6.4.3.

ii. Parking Lot Screening. Parking lot screening must be provided between those portions of an off-street parking area containing six (6) or more parking spaces and a different zoning district or a public street and shall be designed according to the following:

a. Parking lot screening must be provided within ten feet (10’) of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bio-retention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the County Engineer)

b. Parking lot screening shall be not less than eighty percent (80%) opaque and be a minimum of three feet (3’) in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet (2’) tall at planting and anticipated to grow to at least three feet (3’) tall at maturity.

c. No landscaping or screening shall interfere with driver or pedestrian visibility for vehicles entering or exiting the premises.

d. Screening for a parking lot may be comprised of plants found in Section 6.4.3.F.

e. Content: Parking lot screening must consist of at least two (2) of the following:
i. A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity;

ii. A berm with plantings as described above;

iii. Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen;

iv. Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product.

iii. Parking Island Design. Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. The standards for landscaped islands are as follows:

   a. Landscaped parking lot islands shall be required at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9').

   b. A minimum of one tree shall be provided for each island.

   c. Shrubs, perennials or ornamental grass shall be incorporated in each landscaped island that does not contain a tree.

   d. Islands shall be prepared with topsoil to a depth of two feet (2') and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings.

   e. All perimeter and interior landscaped areas in parking lots shall be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Building Exterior Façade Standards.

   These standards are to be reviewed at the time a building permit is requested. They are administrative requirements for development within an HDH Overlay.

   i. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

   ii. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:

       a. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
       b. Dormers.
       c. Gables.
       d. Recessed entries, a minimum of three (3) feet deep.
       e. Covered front porches.
       f. Cupolas.
       g. Architectural Pillars or Posts.
       h. Quoins.
i. Corbeling on wall.

j. Decorative lintel.

k. Incorporation of brick or stone on at least 25% of front surface area

iii. Planning staff shall have the authority to waive this requirement when the building is not visible from adjacent properties or the public right-of-way.

d. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

e. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

f. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO district development. However, the building site area lot widths, and lot coverage percentages shall be designated on a site plan pursuant to Section 9.17 or preliminary plat pursuant to Section 9.4 approved by the Planning Commission. This design standard will be evaluated at the time of Preliminary and Final Plat approval.


The Applicant is proposing a development with 210 units, which is below the maximum that would be allowed by the HDHO 35b District.

5. Building Height.

Because the developable portion of the subject parcel is currently zoned Rural Residential, any new development would be subject to the County’s Ridgeline Standards, which would limit the height of structures. Staff has not evaluated renderings of the master plan for compliance with the standard, but does not anticipate any issues. As noted above, the County Council should consider the visual impact concerns raised by a neighbor.

The proposed master plan complies with the following design standards except for Building A. Due to the proposed height of Building A, it’s setback from the property line should be 42’ rather than 25’. The developer has suggested that due to the topography of the site and Building A’s adjacency to an industrial warehouse (rather than residential structures), at 25’ setback should suffice. The County Council should make a determination on this site planning element.

a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b district shall not exceed four (4) stories or forty-two (42) feet in height.
b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.

d. Structures built under the HDHO must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:

i. 20 feet

ii. The building’s setback at that point

e. From the exterior wall, the building’s height may increase to its maximum height at a rate not greater than a 45° angle from the maximum allowable height of the exterior wall.

6. Setbacks. The minimum setbacks from the lot line of the development shall be determined by the buffer requirements of Section 5.4.1.B and the compatibility standards of Section 6.10.

A buffer area will be required on a portion of the north boundary between the Highway Commercial zone. The rest of the surrounding property is of the same zone. The proposed Master Plan largely complies with this standard, except for the discussion in 5, above.

7. Parking.

Final parking requirements will be determined at the time of Preliminary Plat based on unit mix. The master plan shows an adequate supply of parking based on the unit mix contemplated at this time. Any changes to the mix of unit types between master plan approval (if granted) and preliminary plat review shall also be reflected in the number of parking spaces required.

i. Number of spaces required

a. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

b. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

<table>
<thead>
<tr>
<th>Multi-family dwellings</th>
<th>Efficiency and one-bedroom</th>
<th>1.5 per dwelling unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Two-bedroom</td>
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</tr>
<tr>
<td></td>
<td>Three-bedroom and Larger</td>
<td>2.0 per dwelling unit</td>
</tr>
</tbody>
</table>

ii. Parking design requirements

c. Parking areas for single-family or two-family dwellings need not be paved.

d. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.
e. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.

f. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.

g. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.

8. Minimum Standards of Physical Condition. A HDHO unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.

   These standards are to be reviewed at the time a building permit is requested, and included in the deed restrictions attached to each lot's title.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street; all private streets shall meet fire code and access standards.

   This standard will need to be met with the Preliminary Plat application. Developer will need to work with the County Engineer, Roads Department, and Fire Department to ensure that these standards are met.

10. Signs. Signs shall be permitted only to the extent allowed under Section 6.5, Signs, and must be approved by the Planning and Zoning Administrator.

   The developer has not proposed signage to date.

11. Construction Timing. The HDHO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO units may be developed in proportion to the phasing of the unrestricted units. For example, in an approved development that includes 100 units built in two 50-unit phases the first phase must include at least 40 HDHO units.

   This standard shall be enforced through building permits and construction monitoring, as well as the granting of certificates of occupancy.

Article 7 Subdivision Standards

Staff has reviewed the master plan submitted to date for subdivision standards not specified within the HDH Overlay or addressed above.

Lighting: The developer has not submitted a street lighting plan, or exterior lighting plans for the individual structures. The street lighting plan will be required prior to final plat approval and the exterior lighting plans for individual structures will be required at the time building permit applications are reviewed.

Utility Easements: The developer will need to designate acceptable public utility easements on the final plat as per the requirements of GWSSA and Rocky Mountain Power.
Drainage and Drainage Easements: The developer will need to designate the drainage easement on the final plat as per final specifications from the County Engineer. The County Engineer, Road Supervisor, and CED Director have expressed concerns about drainage on the property, and the hotel development under construction has not yet entirely resolved the issue of surface spring flow created by the development.

Fire Protection: The Fire Department has not provided specific comments on the development concept plan submitted to date, but has expressed concerns about fire protection capabilities due to water availability and water pressure.

Water and Sewer: GWSSA has expressed concerns about their ability to serve additional development on this parcel under current infrastructure availability and capacity.

COMPATABILITY WITH GENERAL PLAN
The proposed subdivision is not explicitly supported by the general plan, but it is supported by the HDH Overlay ordinance adopted by the County Council in January 2019. Inasmuch as Council anticipates adding the HDH Overlay to the General Plan as an amendment or complement to the Future Land Use Plan, the proposed subdivision is supported.

COMPATABILITY WITH LAND USE CODE (ZONING)
The subject property is zoned Rural Residential (RR) and Highway Commercial (HC), and is in the HDH35b Overlay zone. The developer is seeking legislative approval of the High Density Housing Overlay being applied to the subject parcel. Once the HDH overlay is applied, the applicant will need to apply for preliminary plat and final plat approvals that comply with all standards in Sections 4.7 and Articles 5, 6, 7, and 9.

LAND USE CODE REFERENCE SECTIONS
Section 3.1 Use Table
## 4.7.4A High Density Housing (HDH) District Maximum Density

<table>
<thead>
<tr>
<th>High Density Housing (HDH) District</th>
<th>Maximum Density</th>
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<tr>
<td>HDH 35a</td>
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<tr>
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<tr>
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<td>10 units per acre</td>
</tr>
<tr>
<td>HDH 5</td>
<td>5 units per acre</td>
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</tbody>
</table>

## 4.7.6 Assurance of primary residency and occupancy.

HDHO units developed under this Article shall remain available to persons and families who live and work in Grand County according to the standards set forth in Section 4.7 in perpetuity. The developer shall be required to enter into a development agreement with the County to ensure primary residential occupancy by actively employed households is maintained prior to recordation of final plat or issuance of a building permit for the applicable development. Each housing unit designated for primary restricted residential occupancy by an actively employed household (an HDHO unit) shall also include a deed restriction attached to its title in accordance with the standards set forth in this section. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval if the standards of this section are not met.
The developer has submitted a development agreement to the County, which complies with the standard form established by the County Attorney. If the HDH-35b Overlay is approved and the Applicant is permitted to develop under the HDHO standards, each deed restricted lot or unit shall be designated on the plat prior to preliminary plat approval. Further, each deed restricted lot or unit shall include such restriction on its chain of title in perpetuity.

PROPERTY HISTORY
The parcel currently includes one hotel (under construction) and two residences.
INTRODUCTION

This application is being submitted for a High-Density Housing approval of approximately 16.7 acres located at 1248 S Hwy 191 in Moab Utah. The current zoning for this property consists of approximately 2.8 acres of Highway Commercial, with the remaining property zoned Rural Residential. It is the intent to have the HDH approval applied to the current Rural Residential zoning.

NEED

It has been extensively noted by multiple parties that the current housing situation in Grand County is difficult due to the majority of residential building focusing on either secondary residence, or overnight lodging. The study done by Grand County Planning and Zoning notes the unavailability of moderate to low income housing due to the cost of long term housing; both single and multiple family dwellings.

Additionally, it has been noted there are plans for Utah State University to construct a campus approximately 1 mile south of this parcel’s location. It is anticipated the population of this campus to be around 3500 students, many of which will need housing. The location of this parcel is ideal in that it will provide non highway access for some students who would choose to walk or bike the trails behind the parcel.

PROPOSAL

Therefore, it is the intent of the developers to build approximately 208 units consisting of 1-3 bedroom apartments spread out over 7 separate buildings. As part of the overall development, there are also plans to build/lease space near the front of the property for a 4000 sq. ft restaurant that will offer much needed culinary options for the Moab valley. The restaurant location is such that it should alleviate some congestion to the downtown area as well as offer an alternative for those in the upper valley.

While the property is bordered to the west by a single parcel zoned rural residential, there is a substantial distance between dwellings and the parcel boundary. On the east boundary, there is a mix of highway commercial and rural residential bordering the current rural residential portion. The High-Density Housing will be constructed to have minimal impact on surrounding properties. For example, the buildings that are bordering the Eastern property line and to the South have been placed near the interior of the property to avoid view obstruction of neighbors to the East. Parking lots have been placed between the buildings and the property line to insure both compliance to Grand County zoning ordinance and overall privacy for bordering properties.

The current master plan has 3 buildings bordering the eastern property line. Building A is adjacent to current HC zoning which has a warehouse constructed on it at this time. While the building height requested is 4 stories, the ground level of the structure will be approximately 20 ft below the grade of the HC property.

As per P and Z commission recommendation, buildings B and C have been reduced to 3 stories. Each of these buildings are approximately 15 ft below the grade of adjacent properties at ground level, thus
leaving only 20 ft of exposed building, which is commensurate with Grand County zoning ordinance and certainly meets the intent of the rule to protect neighboring views.

INFRASTRUCTURE

The owners of the property are currently working with PEPG engineering in looking at plausible scenarios for utilizing the property in a both efficient and aesthetic manner. Likewise, PEPG engineering will be discussing and evaluating public service impact with the necessary entities.

CONCLUSION

In approving the High Density Housing use, it provides the opportunity to explore how the property might be utilized for both mixed use and mixed income scenarios according to overlay and HDH regulations. It is the intent of the developers to work closely with Grand County Planning and Zoning and Grand County Commission to facilitate a project that will provide opportunity and amenities for the citizens of Grand county and improve the overall quality of life for hundreds of registered voters.
Here is a spreadsheet with a reduction of units from 210 to 138 that mirrors the legend on the Master Plan. If we can add this as an addendum to the map for the County Council Meeting (and then adding to the recorded plat), that would obviously be better for us. Let me know if that will work. If not, let me know and I can get our engineer on it immediately. Thanks

Will
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Parking Req

| Parking Req | 132 | 87.5 | 20 | 239.5 |
NOTICE TO TITLE COMPANY: SECTION 4 HEREIN REQUIRES EACH DEED OF CONVEYANCE TO INCLUDE THE DEED RESTRICTION SET FORTH IN SECTION 4.2

DEVELOPMENT AGREEMENT AND DEED RESTRICTION HIGH DENSITY HOUSING OVERLAY DISTRICT

Pursuant to Grand County Code Section 4.7

This DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “Agreement”) is made and entered into as of this 4th day of June, 2019 (the “Effective Date”) by and between Viewgate Development, a Utah limited liability company with its principal place of business located at 1248 S Hwy 191, Moab Utah (“Owner/Developer”), and Grand County, a political subdivision of the State of Utah (“County”).

Recitals

A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by this reference.

B. WHEREAS, Owner/Developer has requested Grand County to apply the High Density Housing Overlay District (the “HDHO District Application”) to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (“Section 4.7”).

C. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property pursuant to the terms and conditions herein and provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Grand County Code (the “Code”).

D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.7, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed as particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including approval of the application of the HDHO District to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. All terms herein shall have those meanings assigned in Section 4.7 of the Grand County Code (“Section 4.7”).
2. **COVENANT TO COMPLY WITH SECTION 4.7.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.7, which provisions, duties, and obligations are integrated herein by this reference.

3. **ADDITIONAL TERMS AND CONDITIONS.**

   3.1. Viewgate Development sets forth that the density of units intended to be completed on the available acreage, and according to Ground County building and land use codes, will not exceed 210 units.

   3.2 Viewgate Development sets forth agreement to initialize the process for conveyance of easements pertaining to existing storm management structures, and necessary access to Grand County. This action will be a combined effort with the developer and the Grand County Road Department to identify a mutually beneficial access easement prior to final plat submittal.

   3.3 Viewgate Development will execute previous verbal agreements with adjoining landowner pursuant to the County requirements for a 54’ right of way easement on the main access to the HDO properties prior to preliminary plat submittal.

4. **DEED RESTRICTION.**

   4.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households, as designated on the Final Plat or Site Plan.

   4.2. Each deed of conveyance for an HDHO Lot or Unit shall include the following Deed Restriction:

   The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. ________.

   Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit.

   4.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7, which Minimum Standards are integrated herein by this reference.

   Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Section 4.3 by a record owner of any HDHO Unit in Grand County.
4.4. Owner/Developer shall include the deed restriction contained in Section 4.2 and 4.3 above in each and every deed of original conveyance of an HDHO Lot, and each deed of conveyance thereafter shall include the same.

5. DEFAULT.

5.1. Violation or breach of any provision hereunder, or Section 4.7, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor’s office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Section 4.7, or Utah law including specific performance and monetary fines pursuant to Section 5.2 herein.

5.2. In the event an Event of Default is not cured under Section 5.1 above, fines in the amount of $50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

6. MISCELLANEOUS.

6.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Lots and Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.

6.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

6.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.4. This Agreement shall be governed by and construed under Utah law.

6.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
6.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

6.7. This Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.

6.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

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

By: ____________________
Name: ____________________

ATTEST:
Chair, Grand County Council
_________________________ County Clerk

Owner/Developer:
By: ____________________
Name: William Hansen
Title: Member

STATE OF UTAH )
) ss

COUNTY OF GRAND )

On 6/04, 2019, William Hansen (name), as Member (title) of Viewgato Development (entity name), a Utah LLC (entity type), appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of Viewgato Development (entity name) by authority of its Articles of Organization [OR Incorporation] and Operating Agreement [OR Bylaws].

[Signature]
NOTARY PUBLIC
Exhibit A
Dear Zacharia,

Will you please forward this to all the county planning commission? Or let me know how I can get it to them? Thank you!

Sunnie Sheff
435-260-6144

Dear Grand County Planning Commission,

We are writing concerning the request for application of High Density Housing 35B District Overlay, with a Subdivision Development of 214 units at 1248 S. Hwy 191. We live on the land adjacent to that, at the end of a dead-end street in a quiet neighborhood zoned RR. (Currently permitted one house per acre.) The front of the land proposed already has a hotel which we think was a huge mistake.

The traffic on this end in town is extremely busy with too high of speed limits, and not enough turning lanes. It already is difficult to turn left to drive north on HWY 191 into town, and we haven't even seen the impact that the new hotel will have. Allowing another 214 units will make the traffic flat out dangerous. Just two weeks ago we had one of our vehicles smashed into by a driver traveling way to fast. Thank goodness the girl didn't get killed, and we are thankful we didn't have our horses in the trailer, as she would have killed them too. There are NO other "relief valves", nor lights for traffic in this area.

We have been in support of increasing densities, but have never been in support of the HIGH DENSITY OVERLAY, which has recommended outrageous increases in some areas, and especially in this area with NO available roads. While traffic is a huge problem, I also feel like it's a real slap in the face to allow 200 units in an area that's zoned RR (one unit per acre). We are in support of increasing densities for the purpose of affordable housing. But feel that 200 units is WAY excessive, and will forever change the character of and the security of our homes, and the right to enjoy our property and neighborhood. This kind of density is completely out of character and irreversible, with zero infrastructure. And could see increasing density to four units per acre max.

The proposed property houses a very special spring which should be preserved as a valuable water source. Not only has the development of the Hotel created new water flow onto down river properties (one of which we own), but has us concerned about the disruption of the water table that we rely on. Our sole water supply is from a well only 60 feet deep. I have seen a decrease in the water table, and am very concerned with contamination of the water we rely on. I do not feel there is a method in place that can adequately protect this water. In some states, there would be NO consideration to develop over or even near such a valuable water source. With the proposed density of 200 units (35/acre), the Spring would have to be "covered", which I am not sure is even legal. I am asking you to really consider, what the applicant is asking for, and what is really possible, both ethically, and legally.

It is our collective responsibility to keep traffic safe, noise pollution down, preserve and carefully craft healthy neighborhoods, and very much protect our water sources. Please, take a closer look at this development. We sincerely hope that you will see that there is much at stake with this particular site. Please do not allow the highest density to happen here. Maybe several modest homes can be the relief valve we need instead? Thank you for your time.

Sincerely,
Sand and Sunnie Sheff
Resident for 40 years
1475 Overlook Road.

Sunnie Sheff
Sunnie@moabartists.com
435-260-6144
Dear County Council Member,  

July 23, 2019

I am writing concerning the request for application of High Density Housing 35B District Overlay, with a Subdivision Development of 214 units at 1248 S. Hwy 191. We live on the land adjacent, at the end of a dead-end street (Overlook Road) in a quiet neighborhood zoned RR. (Currently permitted one house per acre.)

When we purchased our house in 2004 we were very happy to know that the surrounding land was designated Rural Residential. We have always looked forward to our small neighborhood growing, and having new families move in. When the High Density Overlay was adopted it changed the way we look at our neighborhood forever. Now, instead of looking forward to new homes, we dread the idea of high-rise apartment complexes peering into our yards and destroying our treasured views, anew feel that we have to “fight” to maintain our right to enjoy our property. Which makes me ask, is the implementation of an Overlay even legal? It seems like an outward infringement on our property rights, and it completely voids the protection of the land use code.

But, nonetheless, we are forced to “live with” this fact that it was adopted, despite many of the long time residents detailed and valid concerns. All of this worry because we have ALREADY overbuilt, and need more housing for more people to COME HERE to work and live here. As a manager of five long term rentals I deeply sympathize with all of the people unable to find a place to live. We keep our rents reasonable, and we don’t gouge, just because we “can get” higher rents. Suggestions of large nice trailer parks, and well designed rural developments are ignored... instead the solution is to stuff a bunch of high rise buildings in someone’s view. Everyone’s view.

We are very much in support of increasing densities in most zones. Especially if it will provide affordable housing, create community and nice neighborhoods. Even taking an acre and dividing it into 10 homes would be acceptable. We are very much AGAINST HIGH densities, and especially HIGH RISES, in Rural Residential Zones. This is completely out of character with Moab, and much caution should be taken. We have not ever allowed 4 stories, and should NEVER allow this in our rural communities. But with the given adopted overlay its somehow now “okay”. Please do not exercise this right to allow such a huge mistake. It isn’t just the ethics I am asking you to consider, but there are many “dangers” to consider as well:

The most obvious problem of High Density is the amount of traffic. The proposed location off of HWY 191 is already a dangerous place to turn left. We spend many minutes every day waiting. We often have a need to go to town several times a day. If we lived on the north (or east) side of the highway we would make a right turn. People living on the south (or west) side of the highway have to make a left turn, across 3 lanes, to traffic that is often going 60 miles an hour and it is flat out dangerous. Then you add a hotel (which has not yet opened), and 200 plus apartment homes? This is a VERY dangerous situation. No, traffic lights, no sidewalks for people to walk to town, and no bike lanes or paths. This is very poor planning to allow such a high density on the south (west) side of the highway. It seems that higher density neighborhoods should be allowed where they would make a right turn to go into the town, especially given that a family will be making the trip to town several times a day.

Higher Densities, means higher risk of crime. We have had zero crime since we moved to this neighborhood in 1980 (In 2004 I bought a house next door to the house where I grew up and where my parents still both reside-40 years). I will definitely feel less secure with 200 plus apartment units and a hotel at the bottom of the hill. If the project is allowed, I would like to see security fences installed to adjacent home owners design standards at the developers cost. There was some discussion at the Planning Committee meeting about screening, but
“screening” (shrubs) is very different from “fencing”. Screening should be at least half the height of the building, AND security fences (ones that people can’t easily climb) should be installed. But I still do not feel that this project should be allowed.

Last, but maybe the most important issue is the location of HIGH density. The proposed site is over the top of a very deep drainage that also is a flowing spring that is undoubtedly supplying the rest of Moab’s treasured aquifer. 300 plus cars will be polluting that water source, and if they choose to cover the drainage (which the State of Utah has zero regulations about spring protection) then that water will be shallow underground creating even more instability for the structures. It is also a major drainage system for the backcountry, and cliffs above. When this area floods it is scary. And it will flood. The hotel at the bottom of the hill is in a very dangerous spot already, and if apartment buildings are allowed, it will become even more so. If this project is allowed there should be great care in the designing of storm water. The storm water should be made to flow away from the spring, and into the city’s storm system. Catch ponds would only collect the gasoline and oil further polluting the water that we rely on. I and my neighbors completely rely on this water source, because we have wells. I am concerned with disruption of this source affecting my well. I have already had to purchase a well monitoring device that cost me around $900.

Of course light and noise pollution are a continual concern for all large scale developments. I hope that there is much being done, to help keep our skies dark. And something we can do to keep our neighborhoods quiet.

I was surprised to see the planning committee recommend this development to the County Council. Especially after each and every one of them pointed out the all of the many issues the land has, and all of the issues the Hotel has faced. Not to mention 100 percent of surrounding land owners are opposed. We are shocked they are able to recommend such a major development with absolutely ZERO structure dimensions shown on the plot plan. How can a committee recommend something when they don’t know the approximate dimensions of a building? I would never expect to submit such a rudimentary plan for consideration. Please take a closer look at the design, and ask those questions. What size are the buildings? How tall? How many units per building, and what is square footage per unit? Does it all add up? And is building on these types of slopes possible? I realize this can and will change as they finalize their design, but to recommend without having an approximate idea of how large the buildings are going to be is reckless.

It is our collective responsibility to keep traffic safe, noise pollution down, preserve and carefully craft HEALTHY neighborhoods, and very much protect our water sources. Please, take a closer look at this development. We sincerely hope that you will see that there is much at stake with this particular site. Please do not allow the highest density to happen here. And, if it is allowed, PLEASE, PLEASE do not allow huge buildings to be right next to our homes, or views, or anyone’s homes who do not wish for it. Maybe several modest homes can be the relief valve we need instead? Maybe a development that is NOT over a spring, not on a major drainage, not on a hillside, and that the residents can make a right hand turn into town would be a better choice to implement a high density community. This site on 1248 S. Hwy 191 has a lot of complicated issues that DO NOT make it a good place to exercise the High Density Overlay option. Thank you for your time.

Sincerely,

Sunnie Sheff & Sand Sheff
1475 Overlook Rd
435-260-6144 (Sunnie)
To the grand County Council,

It has come to my attention that a large development on 16 acres above the East side of 191, just south of town, which will comprise 226 units and 9 four story apartment buildings, should be halted immediately for further review of true extent of impacts and future costs.

1) This development is far too big. It will compromise water supply, sewer capacity, city and county services and infrastructure.

2) It will be an eyesore, visible from everywhere due to its elevation being above every thing else; the council must correct irresponsible and haphazard zoning.

3) It will be built on a large and important series of springs. This is grossly bad land use.

4) Architecture should have to pass a review. If Grand County doesn't have high architectural standards, the development should be halted until it does, and be required to pass those high standards.

5) The development should be scrupulously vetted; including requirements to adequately provide affordable housing; and financial transparency.

This development is a design travesty at the very least.

It should be halted and carefully reviewed by council members and their constituents; other applicable agencies: so that irregularities, infrastructure burdens, questionable financing and impacts don't get discovered until it's too late, after buildout.

Enough is enough.

Adele Alsop
Castle Valley
From: Kaki Hunter
To: Grand County Council
Subject: Viewgate Terrace development
Date: Thursday, August 08, 2019

August 8th, 2019

Dear County Council,

I have read the letter below submitted by Page Holland concerning the proposed Viewgate Terrace development.

I am alarmed that the Council may sanction the Viewgate Terrace development without serious consideration of the impacts to highway access, traffic congestion, fire easement, flood drainage, destruction of natural springs, comprising water rights to private wells and potential contamination to the underlying aquifer.

How will the traffic congestion be addressed to accommodate hundreds of year round residents trying to make a left turn onto 191 to go to work in the morning? This corner will need a traffic light at least. With only one egress in and one egress out the access is a fire hazard.

The compromises Page has suggested; reducing the units allowed and locating the apartments out of harms way of the springs is fair and prudent with respect to both the developer and the community. In addition, I think a porous hardscape for the parking areas would be a wise requirement.

Kaki Hunter
256 east 100 south
Moab

Details on proposed development at 1248 S. Hwy 191:

The comment period for the Viewgate Terrace development ends August 14. Grand County Council will vote on this project August 20.

Please address all comments to: council@grandcountyutah.net or mail letters to Grand County Council, 125 East Center, Moab, UT 84532. Written comments can also be taken to Ruth Dillon at the courthouse, 125 E. Center.

A. Project Location: Behind (south of) Wyndham Hotel at 1248 S. Hwy 191, the hotel is newly built and owned by the same developer.
B. Project Name: Viewgate Terrace
C. Underlying Zoning: Grand County RR, 1 house per acre
D. Proposal: On 16.7 acres build seven 4-story apartment buildings plus 2 houses. 210 total units under the provisions of the newly approved High Density Housing Overlay. These units potentially could house somewhere around 640 or more people. (Note: The number of units has been reduced from 226 at the Planning and Zoning hearing to 210 at the County Council Public Hearing)
E. High Density Housing Overlay Info:
   - Adopted January 2019, overlays almost all lands that are near or touching Highway 191 from the Moab City limits to the San Juan County line no matter what the underlying zoning.
   - Several density levels go from most extreme near city limits to least extreme at county line. The neighborhood of Overlook Road is within the most extreme: 35 units per acre, 4 story buildings, 42’ high are allowed.
   - The goal of the HDHO was to get 300 units of primary housing built as quickly as possible.
   - The intent is to incentivize developers to build primary housing. (defined as people living and working in Grand County, or retired after 5 years here)
This DOES NOT contain any provision limiting to low or moderate income. They can charge market rate at their own interpretation of what that is.

- 80 percent of the units in a development have to be rented or sold to primary residents. 20 percent will be sold to second home buyers. No (legal) nightly rentals allowed.

F. Right now (NOT including the Viewgate proposal) the county has applications/permits issued for 200 primary residential units using the High Density Housing Overlay, with more in the planning stages.

G. In addition, The Moab Area Land Trust has planned a project for LOW INCOME, deed restricted housing of 300 units. The Land Trust subdivision is NOT using the HDHO, so doesn't count toward the goal of the HDHO, but DOES relieve most of the pressure on County officials to get low income housing built.

H. The issues that have been raised specific to the Viewgate Terrace proposal are:

- The property has a natural spring which has been there before settlers arrived.
- The neighbor to the West also has a natural spring that is threatened if water levels drop.
- The aquifer feeding the spring is shallow. Properties to the east of the development parcel is the neighborhood of Overlook Rd. The Overlook Rd. properties are on a hill. At least 5 water rights supply wells on those properties. The water table is only 35-40 feet below the highest lots. At least 3 times in the past when lots were leveled along Overlook Rd., the aquifer has been opened. One is still seeping, the others have been re-routed back underground.
- The engineering work and oversight by Grand County for the Wyndham Hotel project was shoddy. A bank was excavated behind the hotel, only 100 feet downstream of the spring and the aquifer was opened. It flowed more than 11 gallons per minute (in excess of 16,000 gallons per day, a half million gallons per year) The developer tried to get the county to allow the water to run in a ditch behind Wagner Subdivision to Pack Creek. Eventually, because of much complaint, the developer was required to build and injection well returning the spring water underground. We know of one water well behind the old Shopko building that dripped up after the spring was opened and it is not back to previous levels.
- Highway 191 is hazardous in this area. There are no traffic lights slowing traffic down as they come in to Moab from the south. Two lanes are usually travelling north at about 60mph even though the speed limit is 45. Similarly, the 2 lanes travelling out of town from the last traffic light at 400 E are accelerating. There is one turn lane in between the north and southbound lanes. The Hotel, soon to open, will have cars trying to turn into the hotel while others are trying to turn left toward Moab. We already have much difficulty with this part of the highway. 100+ rooms of hotel traffic will make it worse. Apartments are allowed 1.5 cars per unit, 200-500 trips per day will add to the traffic congestion. The plan is that the apartment dwellers share a narrow road and driveway with the hotel.
- No sidewalks along 191 are planned, the shoulders are narrow.
- The developer is saying that residents will have access at the back of the lot (S. boundary) to the trails and roads to the proposed USU campus. The private property owners on all sides are saying trespassing will NOT be allowed.
- At previous Grand Count and Moab City meetings the developer has tried to pass false information. Residents familiar with the area had to set the record straight.
- There are 2 major washes that drain all the land of about 1 mile of the high SW rim of the Moab Valley. These meet at the south boundary of the proposed development and used to run right through the spring area. In about 1990 Grand County built an earthen check dam collecting storm water from these washes. The county regularly has to dredge behind this dam after flood events. It has filled to the top many times. If back to back flood events occur, the dam will likely be breached, possibly ruined. The Wyndham Hotel is already directly in the drainage path. Adding more apartments will increase the hard surfaces because most of the 16 acres will be paved roads and parking. This project creates a flood hazard.
- Parking spaces for 299 cars are required to be created under the proposal. On the east side of the spring deep excavation would have to occur to get anything approaching level. Lots may need to be stair-stepped down.
- Car grease, oil, gas, and fluids will definitely seep into the aquifer. The water table is likely only 20 feet below at least 3 of the proposed buildings, and very likely all of them. This aquifer flows down into the Moab valley and supplies wells.
- Overlook Road is named such for a reason. The proposed apartments on the east side of the development will severely block the views for 4 of the homes.
- Overlook Road residents have had exactly zero vandalism or theft issues up until now. What will be the consequences of 600+ new neighbors? Simple percentages indicate that residents will have to increase security, and it will be expensive.

A possible compromise: The developer has already excavated a pad for the 4 buildings on the west side, the road is scratched in place. The west side is nearly 2/3 of width of the property and better ground to build on. The eastern 1/3 of the parcel has several gullies and falls steeply from the east boundary into the spring area and also down into the hotel area. The plan as proposed would require deep excavation to accommodate parking lots and buildings on the east side, and would require crossing the spring with a built-up road. Three buildings proposed on the east side will block views of existing homes. The spring and its existing mature trees, if saved, would screen Overlook Road residents from the visual impact of buildings on the west side, and give the neighborhood some breathing space.
The west side is where several buildings could be located. 4 apartment buildings would provide the Wyndham hotel with adequate numbers of employee housing and more for other Moab residents, around 130 units all together. With all the other projects that are currently being planned, cramming 208 units, 600 plus people, on this 16.7 acres is unnecessary.
To whom it may concern: This proposal is disturbing on so many levels, no pun intended. To propose a 4 STORY apartment is ludicrous and an insult to the people who live in that area. Please reconsider the acceptance of this proposal and remember the integrity of our county and our citizens.

Thank you,

Gianne Fosse

gianne@insuremoab.com
Peggy Harty  
2962 Desert Rd.  
Moab, Utah 84532  

August 8, 2019

To the Grand County Council,

I am a resident of Spanish Valley close to the Shell station. I have watched and listened with interest as the residents of Moab and Grand County are saying, “enough is enough!” The amount of building that has happened and will be happening is changing the face of our little town and in some cases ruining the character of it. I am fearful of the projected growth of Spanish Valley in the coming years. I suppose growth and change is inevitable. But my hope is that we can slow down the development and take a careful look at the impacts to the residents that have already invested in our community.

This letter is in support of the Overlook Road Neighborhood’s objection to the Viewgate Terrace Development that is proposed at 1248 Hwy 191. I am not going to restate the detailed talking points that have been presented to you by the residents that live in that neighborhood. But ask that you please hear their voices and concerns. It is not just a matter of NIMBY, there are many concerns regarding flooding, contamination of the aquifer, lowering of the water table, and traffic not to mention that the current residents bought into this neighborhood knowing that it was zoned for one residence per acre. It seems very unfair to have a high-density overlay added. I think at the very least, the compromise is to lessen the number of units and certainly the height of the buildings. Every development that comes along should not be rubber-stamped without careful consideration of planning and zoning. Do we really need 4 story buildings that ruin our viewshed along with such a high density of apartments? Is this development really going to help with our affordable housing shortage or is it just another excuse to make more money on overnight rentals and retirement homes? Have all the infrastructure necessities such as parking, traffic signals, and watershed been considered in the planning?

I re-iterate, while this specific development in not in my immediate backyard, I believe we all have a stake in this and the precedent it sets. Please listen and find a way to make this development one that everyone can live with.

Thank you for your consideration,

Sincerely,

Peggy Harty
To Grand County Council Members
council@grandcountyutah.net

SUBJECT: Viewgate Terrace development, 1248 S. Hwy 191

I am writing this letter to express my concerns about how Grand County handles ongoing development generally, and specifically the new project being considered for Wyndham Hotel at 1248 S. Hwy 191 — Viewgate Terrace.

Generally speaking, it seems that new projects for development in Grand County are being done without any regard whatsoever for the needs and wishes of the local community. It is not hard for me to believe that all that matters to our county council members are matters of revenue to county coffers. Concerns regarding unsightly industrialization, congestion, pedestrian and bike safety, air quality and water quality .... None of these seem to matter to you. What matters is that you bring in the $$, and let the rest be damned.

I do not come by these concerns lightly. We can use the Viewgate Terrace (VT) as an example, as follows:

1. VT is being touted as a needed High Density housing project. Although it is very true that we need more affordable housing for the laborers that work in all of our shops, restaurants and hotels, that housing needs to be something that they can pay at the minimum wage jobs that are offered here. But the proposal for this project DOES NOT limit the housing to moderate or low income. They can charge whatever they want to whomever they want and that will not help the people who need it the most.

2. The VT project ignores important water supply and quality considerations by allowing project construction on top of natural springs, which will result in contamination to the shallow aquifer that provides water to homeowners on the Overlook Road community. Additionally, does our county even have enough water availability for future years, especially considering how the changing climate is increasing danger of severe drought in areas like ours? I do not think it does.

3. The VT Project does not address the increase in hazardous traffic considerations that ALREADY exist in this section of Highway 191. Traffic flow is already risky with inadequate turn lanes for cars and trucks that zoom into and out of town. It will be so much worse with increase in 100+ motel rooms and the number of cars that will be part of the high density housing.

4. In spite of this explosion of traffic that will occur, there is no planning for street lights, traffic signals, sidewalks or bike lanes or other accommodations that could help prevent road kill.

5. There is no recognition in the planned project for the storm event impact on the 2 major washes that drain large portions of the Moab Valley onto the south boundary of the proposed development. The 16 acre increase in paved and other impermeable surfaces for this project will only exacerbate the danger of flooding in the area. Climate uncertainty makes it imperative that any project take into consideration the damage and needed maintenance that will take place from future storm event.

6. Finally, it is an insult to the homeowners on Overlook Road that a 3 story building will be put right in front of their faces. Throughout Moab we all are feeling the pain of the lack of consideration for we all have treasured as a place of beautiful vistas. Those that live on Overlook Road are no exception. Because I am feeling rather cynical about the direction our county is headed, perhaps you should change the name of Overlook Road to 'Block The View' Road. At least the name will fit.

I would like to see this project denied. But I would at least feel better if the County Council would insist on changes to the project that would eliminate these expressed concerns.

Sincerely;

Margie Read
Retired Environmental Scientist
195 E 100 S
Moab, UT 84532
August 9, 2019

Grand County Council,

I am writing this letter to present accurate information concerning the Wingate Terrace proposed High Density Housing. I am the applicant and due to unforeseen circumstance was unable to attend the council hearing. I have watched the proceedings on YouTube and will take a moment to address some of the citizen concerns that were presented.

Mr. Sheff brought to point the drainage that exists on the property. I am not sure how familiar you may be with the property, but it is indeed a drainage system for a portion of the southside of the valley. Because of this, my father-in-law, Dan Holyoak, deeded a 3+ acre parcel to Grand county in order to build the retention pond, diversion piping and spillway. While I was not part of the process, I would assume the drainage was built to 100-year flood requirement. Additionally, the requirement for the hotel was to overbuild the drainage from the spillway to the highway, again, to 100-year flood requirements.

Mr. Sheff referenced the spring on the property and how the current project has slowed the stream flow. As Community Development staff can attest, the flow of the stream has not in any way been affected by any of the current construction that has been performed on the property. The water had been diverted for agricultural use towards the Northwest end of the property prior to the hotel being built and when not completely used, ran down the highway. When the hotel was built, the water was then diverted into the established drainage ditch on the Northeast end of the property. However, due to citizen complaints about water being in the drainage ditch, the Community Development Office requested an alternative path. It was determined the best possible solution would be to reinject the water into the ground water system. After consulting with a private engineer, the county engineer and an independent geologist to determine feasibility, it was determined it was plausible and now after completion is successful. See Photo as of Aug 13, 2019.
Mr. Sheff's accusation of his friend's well drying up due to our project would certainly need to be substantiated to be considered viable as I am sure you would concur.

Mr. Sheff stated the developers are not from Moab. This is simply false in that I and my wife, who grew up in Moab, do indeed live in Moab at 1248 S Hwy 191. As stated in the meeting by Mr Melchior, we will be building a home on the one-acre parcel at the top of the property.

Finally, Mr. Sheff referenced the traffic. He is correct, the stretch of highway from 400 West is tenuous indeed. If UDOT were to determine a traffic signal were necessary, it would only be a benefit for the safety of all who use 191. However, implying that any housing should be able to make a right turn to go to town would have precluded the ability for any homes to be built on the south side of highway 191, including all of the homes on Overlook road.

Ms. Holland referred to the same concerns as her son-in-law, so there is not much more to reference from her comments on those topics. However, she did reference the spring area and the trees. It is part of the plan to build a walkway in the bottom of the creek to provide a nature area for people to use. We likewise intend to build trails that will connect to the adjoining property. True, it is private, but it is our assumption that the people who own that property will be willing to add trails for USU students when and if they develop their property. After all, they donated it to the university. As well, the county can require trails as part of their development.

Ms. Holland referenced having to change her locks, lock her car and add razor wire to her fence in order to be safe. I believe her referendum on the good people of Moab was in poor taste. Ensuing the hard-working people of Moab would automatically want to harm her or her family is disappointing. I don't believe we need that kind of hate and judgment in Moab.

Ms. Holland stated the road had been bulldozed up to the top. That is simply not true. The road existed before Ms. Holland purchased her property and has been used privately for many, many years.

Ms. Holland noted her views would be blocked by buildings built on the East side of the property. The building heights would likely be no more than the trees that exist now and as the Holland residence is built on the ridgeline higher than our property, she will maintain her view. See Photo below.
She stated the 4-story building would block her neighbors’ views. Again, this is simply not true. That building (A) would be obscured from her neighbors by the slope down to the building as well as vegetation. See Photo of Welling View below.

![Photo of Welling View](image.jpg)

Ms. Sheff pointed out that she could see where the spring comes into the ground and where it goes back into the ground. This concerns me as we have never granted access to our property to any member of the Holland family for her to make that statement. The office of development invited Mr. Holland on to our property without permission, but Ms. Sheff was not there.

Mr. Bentley claimed a drainage had been blocked by construction work and trash. Unfortunately, there was a fair amount of trash in that drainage long before this project commenced. As part of the hotel development, we have removed most of the trash and with the final grading and landscaping, the area will be pristine and brought to a higher condition than before the project started.

Ms. Welling, who I hold in high regard voiced concern about the water table. That is a concern that we feel as well and as is required will be mitigated to the highest standard. Any actions relating to water will be engineered to County standards. We have shown thus far in our development a propensity to work with the County in adhering to standards of zoning and building, certainly not against.

In summation, my wife and I started this process almost 2 years ago as a means to offer housing to the people of Moab. As Mr. Melchior pointed out, the development of the hotel has provided the opportunity to use this land to benefit people who quite simply can’t afford to live in Moab. If the interest of one family supersedes the needs of so many hard-working members of our community, then I fear we may have lost our way. I invite anyone of you to meet with me, on the property if you desire, to see our vision of how this project will benefit Moab and keep Moab being Moab!

William Hansen

2088609370
Dear Grand County Council Members:

I am writing regarding the proposed high-density overlay housing/apartment complex behind the new Wyndham motel. I truly do not understand the thinking behind allowing this development.

First, it does nothing to address the affordable housing issues faced by Moab and Grand County. My understanding is that the HDHO has no provisions to require housing to meet certain thresholds of affordability or to provide housing for low-income workers. Second, Zachariah Levine was quoted as saying the Viewgate plan meets “most of the criteria” to qualify for the high-density overlay. Since when is the county content with a plan meeting “most of the criteria?” Why would we not want a plan to meet ALL of the criteria?

The construction of the Wyndham building and the problems encountered with the spring were clearly visible to all of us. I’m not confident, and nearby homeowners who did exhaustive research, are not confident, that the problems were solved or were adequately addressed. And this, I believe, is just the tip of the iceberg of water problems. This is a HUGE development. How can you guarantee the community that a development of this size with an extraordinary amount of traffic coming and going will not contaminant the aquifer? (While we are on the subject of traffic, have you tried to turn left off of Overlook Drive or anywhere in that area? Cars are speeding in in great streams from the south at about 60 miles an hour!) The entire development plan seems hastily thought out and hastily approved by the planning commission.

Finally, I must say that I am growing very weary of the property rights of new corporate developers taking precedent over the property rights of those who have lived in Moab for decades or even a lifetime. The Hollands, among others, have been a part of this community for a lifetime. The entire family has given to this community in a multitude of ways including providing employment, volunteering on boards, committees and in our schools. They have invested financially and emotionally in Moab, but there has been little to no thought on how this development will impact the quality of their lives. It just doesn’t seem to matter. This keeps happening over and over again in Moab. Those of us who have invested everything we have in this community keep getting our property rights stomped on while out of town corporate developers get to build whatever they want because, well, “property rights and lawsuits.” Why are their property rights more important than previous owner property rights? Why is the value of their property more important than the property values of longtime residents? This frenzy of building is going to destroy the quality of life, increase traffic,
and decrease property values throughout Grand County. Hundreds of houses are going to be built that you can’t guarantee there is even a market for other than second homeowners. Service industry workers in Moab certainly can’t afford a $250,000 -$300,00 home. The only plan that truly does something for low-income residents is the land trust plan.

It appears it might be too late to do anything to save the neighborhood of Overlook Drive. Maybe the county should begin worrying about a mass migration OUT of Moab by the people who have made this place thrive as a community for so long instead of worrying about the property rights of corporate chains and their greedy local partners. Decisions you are making will drive people away to places that still value a sense of community and quality of life because it’s clear Moab and Grand County have lost those characteristics.

Thank you for your service on the Council. I recognize it is hard, thankless work.

Respectfully submitted,

Janet Buckingham
Dear Council Members,

I would like to ask the council to scale back this high density project. My objections are not based on the HDHO concept but rather on the scope of this particular plan on this steep site with serious drainage issues.

Seven buildings at three and four stories with over 214 total units (171 HDHO)? Such intense urbanization is not compatible with nearby neighborhoods or with our rural community as a whole.

It also uses up almost 60% of the 300 HDHO max established by the council. There are other worthy HDHO projects in the pipeline. Please spread the density throughout our rural neighborhoods.

Why not limit them to two stories on the east side of the parcel or three if they are located at a lower elevation? Or keep the development to the west side of the spring? This could resolve many if not all of the view scape issues.

I am not an engineer so the drainage issues are best left to the professionals.

Sincerely,
Barbara Hicks
514 Locust Ln
Moab UT
I am commenting that I do not approve of the Viewgate Terrace development at 1248 S Hwy 191. The negative issues that could result from such a development in that geographic space without traffic flow engineering and storm drainage/spring engineering seem numerous.

I assumed that with the HDHO approval last winter that turn lanes, and turning onto Hwy 191 would be addressed in planning and approval of high density projects.

Sincerely, Molly Taylor mollymae50@hotmail.com 435-259-7120
August 13, 2019

Dear County Council,

Regarding the request for application of High Density Housing 35B District Overlay, with a Subdivision Development of 214 units at 1248 S. Hwy 191:

I am a long time Moab resident.

The proposed project would negatively impact the spring located in the center of the parcel and could possibly contaminate water that is being injected back into the ground. I am concerned that surrounding neighbor’s wells could be affected, not to mention the Moab aquifer. There is no way to protect the spring from the 200-300 cars gas and oil leaks that would be parked above.

I am also aware that there is a new hotel in this location. It seems to me that there will already be much congestion with the added traffic from that hotel. As well as the fact that no sidewalks are planned along 191 and the shoulders are narrow. Pedestrians have already been killed on this stretch.

The High Density Housing Overlay being applied for would allow for several 4-story buildings. I do not think that 4-story buildings should be allowed in Rural Residential areas. The proposed density increase of 224 apartment buildings is extreme for this location.

It seems that there are much, much better places to exercise the High Density Overlay in the valley if that is what we need to get affordable housing. The developer could down scale the plan and put in 4 apartment buildings, not 4-story, which could accommodate hotel workers and other Moab residents, but in a smaller scale.

Sincerely,

Melodie McCandless

547 Huntridge Drive
I would first like to thank the council and the planning commission for taking the time to hear me out and listen to my concerns. We are at a crux in the development of our valley, where our decisions will have a profound impact on the county, city and community for years to come. These are difficult decisions, and I appreciate you all taking the time to hear how they will impact me, my family, and the valley as a whole.

I was born and raised in Moab, and spent much of my childhood playing in the shadow of the valley’s southern rim. My dad owns the plots of land directly west of the proposed Viewgate Terrace development. And while I am passionate about affordable housing, I cannot help but imagine how much this new development will fundamentally alter the Moab valley and my father’s way of life. I am not speaking out in opposition to this property being developed. I am however, very concerned about the scale of this development and urge the council to use discretion when applying the high density overlay.

I am concerned because this scale of development is unprecedented. Seven buildings. Four stories each. That’s over 224 new units concentrated in one development. These buildings will be visible from all over the valley. They would be the highest structures yet built and also happen to be on a hill. I cannot help but think the scale is too large, and too fast. This type of high density comes with a diverse set of pitfalls and would be a rapid and dramatic alteration of the character of the quiet, southern valley. It will likely cause degradation of the surrounding brush land, currently dotted with oak groves and natural springs. How will the developer ensure the protection of the natural aquifer? We have concerns about drainage and the impact of flooding if this area is developed. Given the delicate nature of the southern side of the valley, particularly close to the cliff wall, I think special care and consideration is needed when deciding how to develop the area.

In other meetings there has been discussion about limiting the height of the buildings and adding a perimeter fence to account for privacy. I would like to stress to the council that if these considerations are taken for the eastern border, they should be considered for the western as well. The western border isn’t populated, but what happens there will impact my future and my father’s future. My father’s plat of land is currently undeveloped and therefore it can be easier to overlook the impact this development will have on one single land owner. However, everything that is built adjacent to us will fundamentally impact how we use our land now and develop our land in the future. Please don’t forget the western border in your considerations.

It is clear that the high density overlay is popular, as mentioned in the last council meeting, applications have already been submitted which exceed the 300 allotted units in the high density housing ordinance. What this says to me is that the discretion of this council as a governing body is paramount. There is space to choose projects which offer the least impact on the environment, resources, and character of the valley. If these 224 units are built, I am concerned the county will have chosen one single large development, excluding a multitude of other projects that can be built across the valley, spreading out population density and eliminating the stress one large development will place on the southern 191 corridor and rim.

Thank you for your time and consideration.

Sylvia Bentley
August 12, 2019

Re: ViewGate Apartments Development Comments

I am in support of a High Density Overlay to the extent that it provides housing without negatively impacting quality of life.

**The building number should be reduced to 4 or 5 in the area where springs and drainage is not impacted.**
The Number of units is excessive. Moab is attractive because of the quality of life that is possible here. With the current Plan, the lifestyle of a Moab resident will be significantly reduced. The view will be negligible; there will be no room to breathe; no neighborhood feel. Between the buildings and parking, there’s no natural world left.

**Three story buildings are appropriate.** It’s what we have now and doesn’t impact the ridgetop and view shed as much. I don’t think there is a need for 4 stories. It’s excessive. It will create the look and feel of ‘the Projects’. There is land in the Grand County/San Juan, and interest from local land owners, to build aesthetically pleasing, ‘in harmony with nature’ types of housing projects.

**I think highway congestion is a serious safety concern.** Has UDOT been involved to provide a traffic study? If not, it should. We need UDOT involved with agreeing to provide safety on a state highway.

**Water and drainage issues should be more thoroughly explored.**

As a side note, since there is a current moratorium for 300 units, it is reasonable to see what others have to offer and pick the best plans for the future of Moab.

Sincerely,

Sheri Griffith
Below is an email that was sent to me about the Viewgate Terrace project.

Thank you,

Kenny Gordon  
Planning & Zoning Administrator  
Grand County, UT  
435-259-1343  
kgordon@grandcountyutah.net  
www.grandcountyutah.net

Dear Grand County Council,  
Re: proposed Viewgate Terrace Housing Project, Hwy 191  
For review prior to August 20 meeting

Canyonlands Field Institute office headquarters are located at 1320 S. Hwy 191. We are not immediately adjacent to the project but nearby and on the same side of the highway. While we acknowledge the need for affordable work force housing in Grand County and understand the High Density Overlay is a tool towards that end, we have several concerns about the Viewgate Terrace project as currently designed. This property is leased to CFI and Desert Sun Ceramic Studios. CFI has operated at this location since 1992; our primary activities are administration, education, outfitting, and limited intern housing. Desert Sun is a member based art studio and offers periodic classes and sales.

We are particularly concerned about

- Scale of project, number of units – resulting in greatly increased traffic coming into and off of Highway 191. We are worried about safety. As it is now during the eighth month “season”, we often have long waits for a break in traffic to pull out with trucks and trailers. The center median lane has been essential to pull off this maneuver. We witness occasional “close calls” as many out of town drivers do not understand how to work with this turn lane.

- Height of project – while we understand the economics necessary for affordable housing
investment, the four stories planned for THIS location is NOT appropriate given its placement on a hillside and immediacy to nearby homes. The design appears to impact the RIM VIEW that is a signature aesthetic characteristic of the Moab Valley. The nearby homeowners purchased properties years ago under rural residential criteria; the changes proposed by the scale of this project will greatly impact their quality of life.

- Engineering design, drainage and springs – existence of extensive springs and near surface ground water that formerly fed large gardens and trees under previous historic ownership. We have witnessed the construction of the nearby hotel this past winter and are aware of problems that arose with the surface water. Stricter upfront requirements, careful, purposeful use of the water and erosions mitigation should be required. The ground water is a most precious resource and should not be wasted.

- We support lighting requirements that limit nighttime disturbance and towards Dark Sky standards.

Thank you for consideration of these points. Please include this comment in the official review and vote consideration August 20. I am willing to provide additional information that may be helpful.

Please verify receipt of this comment. Thank you.

Sincerely,
Karla J. VanderZanden
Executive Director Canyonlands Field Institute
and manager, Joy Investments LLC property owner
GRAND COUNTY, UTAH
ORDINANCE _______ (2019)

APPROVING APPLICATION OF THE HIGH DENSITY HOUSING OVERLAY DISTRICT 35b (HDHO-35b) TO 1248 S. HIGHWAY 191 IN CONJUNCTION WITH THE VIEWGATE TERRACE SUBDIVISION
HIGH DENSITY HOUSING OVERLAY DEVELOPMENT

WHEREAS, William Hansen is the authorized Applicant and Developer, and Viewgate Development LLC is the owner of record, of approximately (16.7) acres of real property in (SE1/4 of Section 17, Township 26 South, Range 22 East) Grand County, Utah, more specifically described as follows;

Grand County, Utah:
Beginning at the South Quarter corner Section 7, T26S, R22E, SLM, thence West along said Section line 660.0 feet; thence Northerly to a point 1301.39 feet North and 1950.55 feet East of the Southwest corner Section 7, T26S, R22E, SLM, thence North 88°41’ East 91.32 feet; thence North 89°45’ East 177 feet; thence North 53°54’ East 22.62 feet; thence North 63.05 feet to the South line of U.S. Highway 191 right-of-way; thence South 65°39’ East along said right-of-way to the East line of the Southeast 1/4 Southwest 1/4 Section 7, T26S, R22E, SLM; thence South along said 40 acre line to the point of beginning. (Parcel No. 02-0007-0090)

WHEREAS, the Applicant has submitted an application requesting the High Density Housing Overlay District 35b (HDHO-35b) as defined by the Grand County Land Use Code (LUC);

WHEREAS, the Grand County Land Use Code was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Grand County Council adopted Ordinance 584 - High Density Housing Overlay Districts on January 15, 2019 and amended it further on June 25, 2019;

WHEREAS, in a public hearing on July 9, 2019 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council for approval of the HDHO-35b application and associated Viewgate Terrace Master Plan with a latest revision date of June 4, 2019 with the following conditions:
- Developer shall install a privacy fence along the exterior property perimeter where a boundary is shared with residentially zoned properties;
- Developer shall be restricted to 35 feet in height (that of the underlying zone district) along the eastern half of the property; and
- Developer shall designate on the proposed master plan which lots/units will be deed restricted;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed HDHO-35b application in a public hearing on August 6, 2019;

WHEREAS, the Applicant has submitted and the County Attorney has approved a Development Agreement committing the Developer to the deed restriction requirements of Section 4.7, which requires that eighty percent (80%) of all Lots and Units created by the Viewgate Terrace Subdivision shall be deed restricted to primary residents who are actively employed within Grand County (See Exhibit A);
WHEREAS, the Applicant has submitted a revised Master Plan for the Viewgate Terrace Subdivision with changes dated August 14, 2019, and designated HDHO Units that would be deed restricted according to the provisions of Section 4.7 (See Exhibit B);

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby approve the HDHO-35b application for 1248 S. Highway 191 conditioned upon the following:

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 20th day of August, 2019 by the following vote:

Those voting aye: _________________________________________________________________
Those voting nay: _______________________________________________________________
Those absent: _________________________________________________________________

ATTEST: 

____________________________________     _______________________________________
Chris Baird, Clerk/Auditor     Evan Clapper, Chair
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**AUGUST 20, 2019**

Agenda Item: V

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Adopting proposed resolution authorizing the filing of cross-appeals for 2019 centrally assessed properties (Chris Baird, Clerk/Auditor)</th>
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<tr>
<td>FISCAL IMPACT:</td>
<td>$60,000 Estimated</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Chris Baird – Clerk-Auditor</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

I move to approve the attached resolution authorizing Thomas W. Peters Esq. to act on behalf of Grand County regarding the filing of cross-appeals for 2019 centrally assessed properties, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Grand County is currently in litigation with PacifiCorp for tax years 2015-2018 with 2015 set for trial in September. PacifiCorp has already appealed their 2019 assessment.

The 2015 PacifiCorp matter is set to go to trial in September of this year.

The 2019 PacifiCorp Appeal is somewhat different than the 2016-2018 appeals that are currently pending before the Tax Commission. For the 2019 assessment, the Division made the decision to give the income approach 75% weight and the cost approach 25% weight. This weighting issue may make the 2019 tax year more difficult to resolve even with a District Court’s decision in the 2015 matter.

Additionally, several other centrally assessed companies operating in Grand County have filed appeals.

**ATTACHMENT(S):**

1. GRAND COUNTY COUNCIL RESOLUTION AUTHORIZING THE FILING OF CROSS-APPEALS FOR 2019 CENTRALLY ASSESSED PROPERTIES
RESOLUTION NO. _____________(2019)

GRAND COUNTY COUNCIL RESOLUTION
AUTHORIZING THE FILING OF CROSS-APPEALS
FOR 2019 CENTRALLY ASSESSED PROPERTIES

A RESOLUTION OF THE GRAND COUNTY COUNCIL APPROVING
THE FILING OF CROSS-APPEALS TO 2019 APPEALS FILED BY
TAXPAYERS SUBJECT TO CENTRAL ASSESSMENT.

IT IS HEREBY RESOLVED BY THE GRAND COUNTY COUNCIL THAT:

WHEREAS, Utah Code Ann. § 59-2-1007 allows a county to object to an assessment and
request a hearing with the Utah State Tax Commission ("cross-appeal") within sixty days from
when an owner of a centrally assessed property objects and requests a hearing ("appeal");

WHEREAS, the following owners with centrally assessed property in Grand County have
filed an appeal with the Utah State Tax Commission contesting their 2019 assessment:
T-Mobile US Inc.

WHEREAS, it is in the best interest of the County that it file a cross-appeal(s) so that the
County can fully participate in the proceedings initiated by the owner(s), including subsequent
appeals to the District Court or Utah Supreme Court arising from such proceedings, with the
purpose to protect the County’s financial interests and the equality of the tax burdens of
taxpayers within its jurisdiction.

NOW, THEREFORE, the GRAND COUNTY COUNCIL resolves as follows:

1. That cross-appeals should be filed by legal counsel and pursued in response to the
appeals initiated by the following owners: 1. CenturyLink Inc.; 2. Mid America Pipeline
Company, LLC; 3. Union Pacific Railroad Company; 4. PacifiCorp Inc.; 5. Frontier

2. That the County Council direct the prosecution of the cross-appeal(s) under the
advice of legal counsel, hereby authorizing Thomas W. Peters Esq., to file the necessary cross-
appeals to protect the County’s interests.

3. That in the event an appeal by an owner not identified above is subsequently
discovered, legal counsel is authorized to file a cross-appeal using his or her discretion to ensure
timeliness, but such cross-appeal must be subsequently brought before the Council as soon as
possible for ratification.
APPROVED and ADOPTED this ________ day of August, 2019.

GRAND COUNTY COUNCIL

Evan Clapper, Council Chair

ATTEST:

Chris Baird
County Clerk/Auditor

APPROVED AS TO FORM:

Christina Sloan
County Attorney
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 20, 2019

Agenda Item: W

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving Interlocal Agreement Between the City of Moab and Grand County for Election Services.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>Expense Reimbursement from City of Moab</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Chris Baird – Clerk-Auditor</td>
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</tbody>
</table>

RECOMMENDATION:

I move to approve the attached Interlocal Agreement for Election Services with the City of Moab, and authorize the Chair to sign all associated documents.

BACKGROUND:

The City of Moab requested that the Grand County Clerk’s office be their vote-by-mail vendor for the 2019 Municipal Primary and General Elections. The pricing structure is based on actual costs incurred by the county as per its contracts with ES&S (Primary), and Runbeck Elections (General). In the event of a county ballot initiative, Grand County and the City of Moab agree to split the costs for ballots mailed to residents of the City of Moab.

ATTACHMENT(S):

1.
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving proposed contract with Armstrong Consultants for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td></td>
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<tr>
<td>PRESENTER(S):</td>
<td>Judd Hill, Airport Manager</td>
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</table>

**RECOMMENDATION:**

I move to approve the proposed contract with Armstrong Consultants for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

**ATTACHMENT(S):**

1. Armstrong Consultants: Task Order K, including Construction Inspection Services Rate Sheet and Scope of Work
FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on January 6, 2015, between GRAND COUNTY, UTAH (Sponsor) and ARMSTRONG CONSULTANTS, INC., (Engineer) providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. LOCATION – Canyonlands Field, Grand County, Utah

3. WORK PROGRAM – Attached
   
   **Element 1 – Reconstruct Taxiway A (6,500’ x 35’)**
   **Element 2 – Reconstruct Commercial Terminal Apron**

4. FEES - The fees will be as noted below. (All lump sums unless noted otherwise)
   
   **Elements 1 and 2 – Project Development**
   $2,070.00

   **Element 1 – Construction Period Services**
   - Construction Administration Services
   $71,470.00
   - Construction Inspection Services (Cost)\(^1\)
   $78,990.00
   - Construction Inspection Services (Fixed Fee)
   $9,500.00

   **Element 2 – Construction Period Services**
   - Construction Administration Services
   $93,700.00
   - Construction Inspection Services (Cost)\(^1\)
   $117,805.00
   - Construction Inspection Services (Fixed Fee)
   $18,000.00

   **Elements 1 and 2 – Project Closeout**
   $26,710.00

   **Elements 1 and 2 – Special Services**
   - Quality Acceptance Testing (Element 1)
   $78,853.00
   - Quality Acceptance Testing (Element 2)
   $119,602.00

   **Engineering Total\(^1\)**
   $616,700.00

   *Note: 1) Amount shown is based on estimated hours shown on included rate sheet, actual amount will be adjusted based on actual hours spent*

5. ATTACHMENTS - Required Contact Provisions for A/E Contracts Under Airport Improvement Program
CONSTRUCTION INSPECTION SERVICES RATE SHEET (ELEMENT 1):

### DIRECT EXPENSES

<table>
<thead>
<tr>
<th>Position</th>
<th>Regular Hourly Rate</th>
<th>Overtime Hourly Rate</th>
<th>Estimated Regular Hours</th>
<th>Estimated Overtime Hours</th>
<th>Estimated Total</th>
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<tr>
<td>Project Manager</td>
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**ESTIMATED TOTAL DIRECT FEES**

### REIMBURSABLE EXPENSES

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<tr>
<th>Expense</th>
<th>Rate</th>
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<tr>
<td>Meals &amp; Incidental Expenses Per Diem</td>
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<tr>
<td>On-site Phone/Internet</td>
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**ESTIMATED TOTAL REIMBURSABLE FEES**

**TOTAL ESTIMATED CONSTRUCTION INSPECTION FEES**
## CONSTRUCTION INSPECTION SERVICES RATE SHEET (ELEMENT 2):

### DIRECT EXPENSES

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<th>Position</th>
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</table>

**ESTIMATED TOTAL DIRECT FEES**

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</table>

**ESTIMATED TOTAL REIMBURSABLE FEES**

### TOTAL ESTIMATED CONSTRUCTION INSPECTION FEES
ELEMENT #1  RECONSTRUCT TAXIWAY A (6,500’ X 35’)

1. The purpose of this project is to reconstruct the pavement section of existing Taxiway A. The existing pavement is in poor condition and has exceeded the intended service life. With the 2018 upgrade of the Airport Reference Code of Runway 3/21 from B-II to C-II, the deterioration of the pavement has rapidly accelerated due to an increase in heavy aircraft use. This project will consist of the full width replacement of the existing asphalt pavement and existing asphalt treated base with P-154 subbase course, P-209 crushed aggregate base course, P-401 bituminous mix base course, and P-401 bituminous surface course. Asphalt millings will be salvaged and used as shouldering for the new taxiway.

1.1. Reconstructed Taxiway A will be 35 feet wide and approximately 6,500 feet in total length. Based on the approved Airport Layout Plan, the appropriate Runway Design Code (RDC) for the adjacent Runway 3/21 is C-II. Based on the ALP, the Taxiway Design Group (TDG) for Taxiway A in the current configuration is TDG-2. The pavement geometry design will be in accordance with FAA AC 150/5300-13A. Specifically, Tables 3-5, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.

1.2. Existing taxiway pavement constructed during the 2018 Runway 3/21 ARC upgrade project will be preserved.

1.3. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 85,000 lbs DWG. FAA FAARFIELD software will be utilized during the design of the pavement section.

1.4. The existing asphalt pavement and base section will be removed full depth. Asphalt surface course will be rototilled and salvaged to be used on this project as erosion control material placed along the edges of the taxiway. The existing cold mix asphalt base course will be milled and preserved for Airport use.

1.5. New pavement markings will be designed meet FAA AC 150/5340-1M. Type III glass beads will be specified for the painted surfaces. Taxiway shoulder markings will be used to delineate the edge of the full-strength pavement due to the placement of millings along the pavement edge of the new taxiway. Taxiway enhanced centerlines marking for connector Taxiways A2, A3, A4, and A5 will be configured for a stub taxiway as depicted in in AC 150/5340-1M, Appendix D, Figure D-14.

1.6. Existing drainage patterns will be maintained. Storm drain culverts and inlets that run underneath existing Taxiway A will be removed and replaced. Locations of new culverts and inlets may be adjusted slightly from the existing locations. Existing 12’x 8’ box culvert and outlet will be preserved.
1.7. Pavement underdrains will be installed along the edges of the new taxiway pavement section. These underdrains will be tied into the runway underdrain system with the outlets releasing to the south of the taxiway or into the existing drainage structures as practical.

1.8. The taxiway is currently equipped with a medium intensity taxiway lighting system. The taxiway lights and adjacent lighted signage will be preserved in their existing location. However, at the connector taxiway transitions, lights and signs will be relocated as needed to accommodate the new pavement geometry. Existing electrical duct banks located in rehabilitated areas of Taxiway A will be removed and replaced.

1.9. The shoulders and earth adjacent to Taxiway A pavement will be graded to the edge of the taxiway safety area as needed to meet current FAA standards. Millings from the pavement removal will be used to dress the taxiway shoulders to a width of 10 feet.

Estimated Construction Cost (Element 1) is: $5,400,000
Estimated Construction Period (Element 1) is: 50 days

ELEMENT #2 RECONSTRUCT COMMERCIAL TERMINAL APRON

2. The purpose of this project is to reconstruct the pavement section of existing commercial terminal apron. The existing pavement is in poor condition and has exceeded the intended service life. With the 2018 upgrade of the Airport Reference Code of Runway 3/21 from B-II to C-II, the deterioration of the pavement has rapidly accelerated due to an increase in heavy aircraft use. This project will consist of the full width replacement of the existing asphalt apron pavement with P-154 subbase course, P-209 crushed aggregate base course, P-401 bituminous mix base course, and P-401 bituminous surface course in the taxiing area and P-501 Portland Cement Concrete Pavement with P-209 crushed aggregate base course on the commercial terminal ramp for heavy commercial airliner parking. The included project sketch depicts the general layout for the project.

2.1. The reconstructed portion of the Apron will be approximately 200 feet by 400 feet in total. The portion of the apron constructed with concrete pavement will be approximately 180 feet by 320 feet. The pavement geometry design will be in accordance with FAA AC 150/5300-13A. Specifically, Tables 3-5, 4-1 and 4-2 will be utilized to determine appropriate pavement geometry and required separations.

2.2. Existing taxiway pavement constructed during the 2018 Runway 3/21 ARC upgrade project will be preserved.

2.3. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 85,000 lbs DWG. FAA FAARFIELD software will be utilized during the design of the pavement section for both the asphalt pavement section and the concrete pavement section.

2.4. The existing commercial apron asphalt pavement and base section will be removed full depth. Asphalt surface course will be rototilled and salvaged to be used by the Airport.
2.5. New pavement markings will be designed meet FAA AC 150/5340-1M. Type III glass beads will be specified for the painted surfaces. Commercial parking markings will be included in this project including parking T’s, restricted area markings, and lead-in lines as required.

2.6. Existing drainage patterns will be maintained and existing drainage infrastructure will be preserved if practical.

2.7. Pavement underdrains will be installed along the edges of the new apron pavement section. These underdrains will be tied into the existing apron underdrain system with as practical.

2.8. The taxiway lights and signs adjacent to the apron will be preserved in their existing location.

2.9. Concrete Hardstands in the commercial terminal apron area will be removed and disposed.

2.10. The shoulders and earth adjacent to apron pavement will be graded to meet current FAA standards. Millings from the pavement removal will be used to dress the apron shoulders to a width of 10 feet in areas susceptible to erosion.

2.11. Taxiway A1 will not be reconstructed as part of this project.

Estimated Construction Cost (Element 2) is: $2,500,000

Estimated Construction Period (Element 2) is: 80 days

Note: Should the Contractor exceed the specified construction period, additional construction period fees will be assessed according to the hourly rates and direct costs shown in the Construction Period Services Rate Sheet. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.
I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.

II. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor’s bonds, insurance certificates, construction schedules.


3. Review and accept the Contractor’s Safety Plan Compliance Documents prior to issuing the Notice to Proceed.

4. Coordinate a Construction Management Plan with the Contractor prior to paving operations commencing.

5. Conduct pre-construction conference. This conference will be attended by the Principal, Project Manager, Field Engineering Supervisor and Resident Inspector.

6. No AGIS survey requirements are to be conducted as a part of this contract or project.

7. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor’s surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor’s surveyor.

8. Provide technical assistance and recommendations to the airport during construction. This item includes a weekly trip by the Project Manager the job site for on-site clarification, which equates to approximately seven (7) trips for Element 1 and thirteen (13) trips for Element 2. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.

9. Conduct pre-paving conference to review Contractors laydown, testing and surveying plans. One for asphalt paving and one additional prior to concrete paving. It is anticipated that a second pre-paving conference will be conducted for the concrete pavement to be placed as part of Element 2. These conferences will be attended by the Project Manager, Field Engineering Supervisor and Resident Inspector.
10. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.

11. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.

2. Provide a full-time resident inspector to monitor and document construction progress for Elements 1 & 2, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor’s and Subcontractor’s employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.

3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.

4. Conduct final project inspection with the Sponsor, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action.
III. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms.
3. Update Pavement Strength Survey form as necessary to reflect new pavement construction.
4. Update Airport Layout Plan, Sheets 2 and 4 of 17, to reflect as-built conditions.
5. Prepare record drawings, indicating changes made to the design during construction. The FAA and Sponsor will each receive one copy of the record drawings in half size (11”x17”) format, as well as one in electronic format on a CD.
6. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance. The Final Engineer’s Report must be submitted to and approved by the FAA prior to final payment authorization to the Contractor and Engineer.
7. Assist Sponsor in preparing final SF425 and SF271 forms and grant closeout letter.
IV. SPECIAL SERVICES

Armstrong does not provide some services “in-house”. When a service is needed that we do not provide, we will contract with other firms that provide those services. The following are activities that Armstrong will provide as part of this design package but will hire a sub consultant to perform the activities.

Activities include:

1. Quality Acceptance testing and reporting as outlined in the project specifications. Acceptance Testing will be conducted by a subconsultant hired by the Engineer in accordance with the requirements listed in the technical specifications developed for the project for the following items:

   Item P-152     Excavation and Embankment  
   Item P-154     Subbase Course  
   Item P-209     Crushed Aggregate Base Course  
   Item P-401     Plant Mix Bituminous Pavement  
   Item P-501     Cement Concrete Pavement (Element 2 only)  
   Item P-610     Structural Portland Cement Concrete
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving proposed contract with LeGrand Johnson for work associated with Taxiway A and commercial apron construction, pending formal award of FAA grants</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td></td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Judd Hill, Airport Manager</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to approve the attached Notice of Award to LeGrand Johnson for work associated with taxiway A and commercial apron construction, pending formal award of FAA grants, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

**ATTACHMENT(S):**
1. Notice of Award for Improvements to Canyonlands Field – Reconstruct Taxiway A and Reconstruct Commercial Terminal Apron
NOTICE OF AWARD

FOR IMPROVEMENTS TO
CANYONLANDS FIELD
RECONSTRUCT TAXIWAY A AND RECONSTRUCT COMMERCIAL TERMINAL APRON
GRAND COUNTY, UTAH


TO: Kilgore Companies dba LeGrand Johnson
4910 Old Airport Road
Moab, Utah 84532

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 1 and Schedule 2 has been accepted in the amount of Eight-million-nine-hundred-fifteen-thousand-eleven and 50/100 Dollars ($8,914,011.50).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance, Payment and Maintenance Bonds and 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 Bonds and 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 _____________________, 2019.

GRAND COUNTY
(OWNER)

By ________________________________, Council Chair
125 East Center Street
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: ___________________________
CONSENT AGENDA SUMMARY - REVISED
GRAND COUNTY COUNCIL MEETING
August 20, 2019
Consent Agenda Items: Z-BB

| TITLE: | Z. Approving proposed cooperative agreement between Bureau of Land Management, National Park Service, Grand County, Canyonlands Natural History Association, and Manti-La Sal National Forest Service for the operation of the Moab Information Center
AA. Acknowledging receipt of Recommendation & Report and Optional Plan for Grand County Government
BB. Ratifying Chair's signature as County Representative and Council Administrator's signature as Project Manager, for the Utah State Indigent Defense Commission Grant Award Agreement for July 1, 2019 through June 30, 2020 (Christina Sloan, County Attorney) |
<table>
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<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>See Corresponding Agenda Summary, if any</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>None</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

**BACKGROUND:**
See corresponding agenda summary, if any, and related attachments.

**ATTACHMENT(S):**
See corresponding agenda summary, if any, and related attachments.
This PARTICIPATING AGREEMENT is hereby entered into by and between the USDI-Bureau of Land Management, USDI - National Park Service, hereinafter referred to as “the Agencies”, the Moab Area Travel Council, hereinafter referred to as “MATC” and “Grand County”, and the Canyonlands Natural History Association, hereinafter referred to as “CNHA,” and the United States Department of Agriculture (USDA), Forest Service, Manti-La Sal National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565 al-a3, as ammended by the Consolidated Appropriations Act of 2008, Pub. L. 110-161, and Omnibus Public Land management Act, Pub. L. 111-11, Sec. 3001.

Background: The Agencies, MATC, Grand County, CNHA and U.S. Forest Service have been participating successfully as partners since January 8, 1993 in the operation of the Moab Information Center (MIC). MIC has become a model and template for several similar visitor centers throughout the country. With visitation exceeding 200,000 per year, the MIC is a "one stop" information experience for visitors in southeast Utah. Regardless of whether a visitor chooses to recreate in BLM, U.S. Forest Service or National Park Service (NPS) areas, the MIC staff can provide the answers to visitor questions. Conveniently located at the corner of Main and Center Street in Moab, the MIC offers information on recreational opportunities and visitor services throughout Southwestern Utah. The MIC has several interpretive displays and a large gift shop featuring guide books, maps, videos, DVD's, and postcards. The MIC also features a lecture series and a xeriscape garden that surrounds the building.

Title: Moab Information Center
I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide a centralized source of information for the public about all federal and state lands and resources in Southeastern Utah, and the center will be represented to the public as an interagency effort with equal recognition of any and all of the participants. Each of the participating Agencies, MATC, Grand County, CNHA and U.S. Forest Service agree, to operate the MIC as a joint undertaking and to enter into a more specific Annual Operating Plan (Attachment B), governing the center’s organization and operation. The Agencies, MATC, Grand County, CNHA and U.S. Forest Service deem it desirable to provide educational and interpretive information about tourism and outdoor recreation, natural and cultural resources, state history and similar matters in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Attachment A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The cooperating partners of this agreement have a mutual interest in providing information and materials about federal public and state administered lands in Southeastern Utah in an effective and efficient manner to a large and diverse public visitor and customer base. The mutual objectives/purposes are to enhance the tourism experience provided; to identify the wide spectrum of outdoor recreation opportunities that the area presents; to ensure effective natural resource education and history is provided, through a variety of interpretive means; and to provide a mechanism for supporting further scientific investigations on public lands.

Various geographic, economic, population, and cost factors make it inefficient for each agency to disseminate information in a separate visitor center environment. A "one stop" approach serves the area visitors and customers more effectively and efficiently. The operation MIC provides a unique opportunity to meet this need. The MIC is located in the heart of Moab and is an effective centralized site that is easily accessed by visitors and customers alike.

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

III. THE AGENCIES, MATC, GRAND COUNTY AND CNHA SHALL:

A. LEGAL AUTHORITY. The AGENCIES, MATC, GRAND COUNTY and CNHA shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

The Agencies are responsible for the protection and/or development of the natural and cultural resources of Utah under their administration. They are also responsible for the enjoyment and education of the public and for sustained yields of products for the
public benefit. Those responsibilities are described in the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154 and the Organic Administration Act of 1897 (Forest Service), the National Park Service Act of August 25, 1916, the Multiple-Use Sustained Yield Act of 1960, the Federal Land Policy and Management Act of 1976 (Bureau of Land Management), the Federal Grant and Cooperative Agreement Act of 1977 (16 USC Section 1g) and other relevant laws.

B. STATEMENT OF WORK. Each of the cooperator’s Agencies, MATC-Grand County and CNHA agree to operate the MIC as a joint undertaking and to enter into a more specific Annual Operating Plan, governing the organization and operation of the MIC. The Agencies, MATC-Grand County, and CNHA agree to the following responsibilities:

The MIC shall be administered by an advisory board (MIC Board) appointed by the Agencies, MATC-Grand County and CNHA, consisting of five members, one from each partner, to be appointed by the partners. The MIC Board will have authority to set MIC policy and approve the Annual Operating Plan.

The MIC Board will meet to review the Annual Operating Plan and select a managing partner for the operation. The managing partner will be responsible to oversee the daily function of the facility and will retain a full-time coordinator to assure proper MIC operations.

The MIC Board will elect a chairperson by a majority vote. The Chairperson will not serve more than two consecutive years in that position. A quorum of the MIC Board will consist of all five members or their alternates, a voting majority will require four out of five member concurrences, excluding amendments to the Agreement, which requires the consent of all five partners.

The Agencies, MATC-Grand County and CNHA agree to provide qualified personnel to the center, in accordance to the Annual Operating Plan, not in excess of 2087 hours per year or to provide an equivalent cash contribution to be used by the managing partner to hire and train staff for the facility.

If personnel hours are not provided, the Agencies and MATC-Grand County will reimburse CNHA for their proportionate share of actual expenses incurred reduced by other Federal and non-Federal cash contributions as funds become available. As funding becomes available, the Agencies and MATC-Grand County shall reimburse according to their fund transfer instrument signed individually between each Agency, MATC-Grand County and CNHA.

All participants agree to cooperate in providing orientation and training for MIC staff members to assure that information provided to area visitors is accurate and up-to-date. All participants may provide free materials relative to their function for free distribution to the public.
CNHA agrees to pay operating expenses of the facility from revenues generated on site from the sale of educational materials. CNHA will provide an accounting of all revenue and expenses of the facility to the partners, which will be included in an annual audit by a State of Utah licensed C.P.A. firm.

MATC- Grand County agrees to provide not-for-charge items produced by state, regional, local organizations and commercial vendors that promote tourism and recreation in keeping with established MATC guidelines.

CNHA sales items at the facility will be subject to the normal agency review and approval process.

Operating hours and other details of operations shall be covered in the Annual Operating Plan that is reviewed and approved by the MIC Board.

The cooperators are responsible for the protection and/or development of the natural and cultural resources of Utah under their administration. They are also responsible for the enjoyment and education of the public and for sustained yields of products for the public benefit. Those responsibilities are described in the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154 and the Organic Administration Act of 1897 (Forest Service), the National Park Service Act of August 25, 1916, the Multiple-Use Sustained Yield Act of 1960, the Federal Land Policy and Management Act of 1976 (Bureau of Land Management), the Federal Grant and Cooperative Agreement Act of 1977 (16 USC Section 19) and other relevant laws.

C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The AGENCIES, MATC, GRAND COUNTY and CNHA may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the AGENCIES, MATC, Grand County and CNHA for the U.S. Forest Service’s share of actual expenses incurred, not to exceed $6,000.00 annually, as shown in the Financial Plan (Attachment A). In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S.
Forest Service shall make payment upon receipt of CNHA’s annual invoice. Each invoice from CNHA shall display the total project costs for the billing period, separated by U.S. Forest Service and CNHA’s share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display CNHA’s full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The AGENCIES, MATC, GRAND COUNTY and CNHA’s name, address, and telephone number.
2. U.S. Forest Service agreement number. 19-PA-11041000-018
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The AGENCIES, MATC, GRAND COUNTY and CNHA share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by “reimbursement”.
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: ascGa@fs.fed.us
FAX: 877-687-4894
POSTAL: USDA Forest Service
          Albuquerque Service Center
          Payments – Grants & Agreements
          101B Sun Ave NE
          Albuquerque, NM 87109

Send a copy to: Michael Diem at the address below in Section V. B.

B. The U.S. Forest Service, Manti-La Sal National Forest will provide the MIC with pamphlets, maps, brochures and other interpretive educational material concerning the mission of the Forest Service.

The U.S. Forest Service gives the MIC current information concerning the U.S. Forest Service, Manti-La Sal N.F and the Moab/Monticello Ranger District so the visitors and local residents can have accurate knowledge of the area. Examples of information
The Forest Service provides personnel for the following:

- Information from the FS staff that the MIC needs that might not be readily available to them.
- Speakers for the MIC lecture Series.
- A Booth with U.S. Forest Service information at the yearly Public Lands Day Celebration.
- To create an Annual Timber Vendor Agreement to sell Forest Service Christmas Tree tags from the MIC.
- The Annual MIC board Meeting to discuss the operations of the visitor center.

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

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

**Principal Cooperator Contacts:**

<table>
<thead>
<tr>
<th>BLM Cooperator Project Contact</th>
<th>NPS Cooperator Project Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennifer Jones</td>
<td>Kate Cannon</td>
</tr>
<tr>
<td>Assistant Field Manager</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Bureau of Land Management</td>
<td>National Park Service</td>
</tr>
<tr>
<td>82 Dogwood Avenue</td>
<td>2282 SW Resource Blvd</td>
</tr>
<tr>
<td>Moab, UT 84532</td>
<td>Moab, UT 84532</td>
</tr>
<tr>
<td>Telephone: (435) 259-2100</td>
<td>Telephone: (435) 719-2100</td>
</tr>
<tr>
<td>FAX: (435) 259-2106</td>
<td>FAX: (435) 719-2100</td>
</tr>
<tr>
<td>Email: <a href="mailto:jljones@blm.gov">jljones@blm.gov</a></td>
<td>Email: <a href="mailto:kate_cannon@nps.gov">kate_cannon@nps.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MATC Cooperator Project Contact</th>
<th>Grand County Cooperator Project Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elaine Gizler</td>
<td>Evan Clapper</td>
</tr>
<tr>
<td>Executive Director</td>
<td>Council Chair</td>
</tr>
<tr>
<td>Moab Area Travel Council</td>
<td>Grand County</td>
</tr>
<tr>
<td>P. O. Box 550</td>
<td>125 E. Center Street</td>
</tr>
<tr>
<td>Moab, UT 84532</td>
<td>Moab, UT 84532</td>
</tr>
<tr>
<td>Telephone: (435) 259-1370</td>
<td>Telephone: (435) 259-1342</td>
</tr>
<tr>
<td>FAX: (435) 259-1376</td>
<td>FAX: (435) 259-2574</td>
</tr>
<tr>
<td>Email: <a href="mailto:director@discovermoab.com">director@discovermoab.com</a></td>
<td>Email: <a href="mailto:eclapper@grandcountyutah.net">eclapper@grandcountyutah.net</a></td>
</tr>
</tbody>
</table>
B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the AGENCIES, MATC, Grand County and CNHA acknowledges that: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the AGENCIES, MATC, Grand County and CNHA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the AGENCIES, MATC, Grand County and CNHA has expended in violation of sections 433 and 434.
C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the AGENCIES, MATC, Grand County and CNHA are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To the AGENCIES, MATC, Grand County and CNHA, at the address shown in the agreement or such other address designated within the agreement.

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

D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the AGENCIES, MATC, Grand County and CNHA from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of the AGENCIES, MATC, Grand County and CNHA’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the AGENCIES, MATC, Grand County and CNHA's products or activities.

F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the AGENCIES, MATC, Grand County and CNHA to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the AGENCIES, MATC, Grand County and CNHA when permission is granted.

G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. The AGENCIES, MATC, GRAND COUNTY and CNHA agree(s) that any of the AGENCIES, MATC, Grand County and CNHA’s employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the AGENCIES, MATC, Grand County and CNHA hereby willingly agree(s) to assume these responsibilities.

Further, the AGENCIES, MATC, Grand County and CNHA shall provide any necessary training to the AGENCIES, MATC, Grand County and CNHA’s employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The AGENCIES, MATC, GRAND
COUNTY and CNHA shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

H. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

J. ELIGIBLE WORKERS. The AGENCIES, MATC, GRAND COUNTY and CNHA shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The AGENCIES, MATC, GRAND COUNTY and CNHA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The AGENCIES, MATC, GRAND COUNTY and CNHA shall maintain current information in the System for Award Management (SAM) until
receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

L. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. **Financial Reporting**

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

2. **Accounting Records**

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

3. **Internal Control**

   The AGENCIES, MATC, GRAND COUNTY and CNHA shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The AGENCIES, MATC, GRAND COUNTY and CNHA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. **Source Documentation**

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

M. **LIMITATION OF FUNDS.** U.S. Forest Service funds in the amount of $6000.00 are currently available for performance of this agreement through December 31, 2022. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any
payment may arise for performance under this agreement beyond this amount until the AGENCIES, MATC, Grand County and CNHA receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

N. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The AGENCIES, MATC, GRAND COUNTY and CNHA shall apply the standards set forth in this Provision to account for program income earned under the agreement.

2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income shall be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the Signatory Official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the AGENCIES, MATC, Grand County and CNHA did not anticipate at the time of the award must be used to reduce the Federal agency and the AGENCIES, MATC, Grand County and CNHA’s contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, the AGENCIES, MATC, Grand County and CNHA shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement, and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, the AGENCIES, MATC, Grand County and CNHA shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

O. OVERPAYMENT. Any funds paid to the AGENCIES, MATC, Grand County and CNHA in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the AGENCIES, MATC, Grand County and CNHA to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;
If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the AGENCIES, MATC, Grand County and CNHA.

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

P. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination The AGENCIES, MATC, GRAND COUNTY and CNHA shall close out the agreement.

Any unobligated balance of cash advanced to the AGENCIES, MATC, Grand County and CNHA must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

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

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

Q. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.
The AGENCIES, MATC, GRAND COUNTY and CNHA shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the AGENCIES, MATC, Grand County and CNHA's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

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

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

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

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

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
U. **PUBLIC NOTICES.** It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The AGENCIES, MATC, GRAND COUNTY and CNHA is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Manti-La Sal National Forest of the U.S. Forest Service, U.S. Department of Agriculture Cooperating with Communities to Achieve Common Goals."

The AGENCIES, MATC, GRAND COUNTY and CNHA may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The AGENCIES, MATC, GRAND COUNTY and CNHA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

V. **FUNDING EQUIPMENT.** Federal funding under this agreement is not available for reimbursement of the AGENCIES, MATC, Grand County and CNHA's purchase of equipment and supplies. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

W. **CONTRACT REQUIREMENTS.** Any contract under this agreement must be awarded following the AGENCIES, MATC, Grand County and CNHA's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The AGENCIES, MATC, GRAND COUNTY and CNHA shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The AGENCIES, MATC, GRAND COUNTY and CNHA is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

X. **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** The AGENCIES, MATC, GRAND COUNTY and CNHA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Y. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** The AGENCIES, MATC, GRAND COUNTY and CNHA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the AGENCIES, MATC, Grand County and CNHA materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the AGENCIES, MATC, Grand County and CNHA or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for the AGENCIES, MATC, Grand County and CNHA’s program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

AA. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the AGENCIES, MATC, Grand County and CNHA agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by the AGENCIES, MATC, Grand County and CNHA to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.
Upon termination of an agreement, the AGENCIES, MATC, Grand County and CNHA shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the AGENCIES, MATC, Grand County and CNHA for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the AGENCIES, MATC, Grand County and CNHA up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

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

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

DD. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or sub recipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or sub recipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a
Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

EE. COPYRIGHTING. The AGENCIES, MATC, GRAND COUNTY and CNHA is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:
1. The copyright in any work developed by the AGENCIES, MATC, Grand County and CNHA under this agreement.
2. Any right of copyright to which the AGENCIES, MATC, Grand County and CNHA purchase(s) ownership with any federal contributions.

FF. PUBLICATION SALE. The AGENCIES, MATC, GRAND COUNTY and CNHA may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

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

**HH. COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through December 31, 2022 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

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

---

**JENNIFER JONES,** Asst. Field Mgr, Recreation Division
USDI-BLM, Canyon Country District

**KATE CANNON,** Superintendent
USDI-NPS, Southeast Utah Group

**ELAINE GIZLER,** Executive Director
Moab Area Travel Council

**ROXANNE BIERMAN,** Executive Director
Canyonlands Natural History Association

**RYAN NEHL,** Forest Supervisor
U.S. Forest Service
Manti-La Sal National Forest
The authority and format of this agreement have been reviewed and approved for signature.

KAMIE VAUX
Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.
Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding.

Agreements Financial Plan (Short Form)

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

<table>
<thead>
<tr>
<th>COST ELEMENTS</th>
<th>FOREST SERVICE CONTRIBUTIONS</th>
<th>COOPERATOR CONTRIBUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td></td>
<td>Noncash</td>
<td>Cash to Cooperator</td>
</tr>
<tr>
<td>Direct Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries/Labor</td>
<td>$300.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$330.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Coop Indirect Costs</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>FS Overhead Costs</td>
<td>$30.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$330.00</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

Total Project Value: $8,058.00

Matching Costs Determination

<table>
<thead>
<tr>
<th></th>
<th>(a+b)</th>
<th>(c+d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Forest Service Share =</td>
<td>(f)</td>
<td>(g)</td>
</tr>
<tr>
<td>(a+b) = (c+d) = (f)</td>
<td>78.56%</td>
<td>21.44%</td>
</tr>
<tr>
<td>Total Cooperator Share</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c+d) = (e) = (g)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (f+g) = (h)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>100.00%</td>
<td></td>
</tr>
</tbody>
</table>
WORKSHEET FOR
FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract = $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th>Non-Standard Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries/Labor</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Job Description</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Support Service Specialist (GS 07)</strong></td>
<td><strong>$150.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Salaries/Labor</strong></td>
<td><strong>$300.00</strong></td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Travel Expense</strong></td>
<td><strong>Employees</strong></td>
</tr>
<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Travel</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Piece of Equipment</strong></td>
<td><strong># of Units</strong></td>
</tr>
<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Equipment</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Supplies/Materials</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Supplies/Materials</strong></td>
<td><strong># of Items</strong></td>
</tr>
<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Supplies/Materials</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>Total Supplies/Materials</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| **Printing**                             |       |
| Standard Calculation                     |       |
| Paper Material                           | # of Units | Cost/Unit | Total |
|                                        |            |           | $0.00 |
| Non-Standard Calculation                 |       |
| Total Printing                           |           |           | $0.00 |

| **Other Expenses**                       |       |
| Standard Calculation                     |       |
| Item                                     | # of Units | Cost/Unit | Total |
|                                        |            |           | $0.00 |
| Non-Standard Calculation                 |       |
| Total Other                              |           |           | $0.00 |

**Subtotal Direct Costs**                  **$300.00**

| **Forest Service Overhead Costs**         |       |
| Current Overhead Rate                     | Subtotal Direct Costs | Total |
| 10.00%                                   | $300.00 | $30.00 |
| Total FS Overhead Costs                  |           | $30.00 |

**TOTAL COST**                             **$330.00**
WORKSHEET FOR
FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days = total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract = $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor | | |
|----------------|-------------------------|---|---|
| **Standard Calculation** | | --- | --- | --- |
| Job Description | Cost/Day | # of Days | Total |
| Information Specialist | $100.00 | 60.00 | $6,000.00 |
| **Non-Standard Calculation** | | --- | --- | --- |
| Total Salaries/Labor | | | $6,000.00 |

| Travel | | |
|-------------------------|---|---|---|
| **Standard Calculation** | | --- | --- | --- |
| Travel Expense | Employees | Cost/Trip | # of Trips | Total |
| | | | | $0.00 |
| **Non-Standard Calculation** | | --- | --- | --- |
| Total Travel | | | $0.00 |

| Equipment | | |
|-------------------------|---|---|---|
| **Standard Calculation** | | --- | --- | --- |
| Piece of Equipment | # of Units | Cost/Day | # of Days | Total |
| | | | | $0.00 |
| **Non-Standard Calculation** | | --- | --- | --- |
| Total Equipment | | | $0.00 |

<p>| Supplies/Materials | | |
|---------------------|---|---|---|
| <strong>Standard Calculation</strong> | | --- | --- | --- |
| Supplies/Materials | # of Items | Cost/Item | Total |
| | | | $0.00 |
| <strong>Non-Standard Calculation</strong> | | --- | --- | --- |
| Total Supplies/Materials | | | $0.00 |</p>
<table>
<thead>
<tr>
<th>Total Supplies/Materials</th>
<th>$0.00</th>
</tr>
</thead>
</table>

### Printing

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th># of Units</th>
<th>Cost/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper Material</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Non-Standard Calculation</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Printing</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th># of Units</th>
<th>Cost/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Non-Standard Calculation | $0.00 |

| Total Other | $0.00 |

**Subtotal Direct Costs** | $6,000.00

### Cooperator Indirect Costs

<table>
<thead>
<tr>
<th>Current Overhead Rate</th>
<th>Subtotal Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$6,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Total Coop. Indirect Costs | $0.00 |

**TOTAL COST** | **$6,000.00**
Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

<table>
<thead>
<tr>
<th>Salaries/Labor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Job Description</td>
<td>Cost/Day</td>
</tr>
<tr>
<td>MIC Manager</td>
<td>$150.00</td>
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<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Total Salaries/Labor</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Travel</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Travel Expense</td>
<td>Employees</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Total Travel</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Piece of Equipment</td>
<td># of Units</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Total Equipment</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplies/Materials</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td># of Items</td>
</tr>
<tr>
<td>Office Supplies</td>
<td></td>
</tr>
<tr>
<td><strong>Non-Standard Calculation</strong></td>
<td></td>
</tr>
<tr>
<td>Total Supplies/Materials</td>
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<tr>
<td>Total Supplies/Materials</td>
<td>$1,278.00</td>
</tr>
<tr>
<td>-------------------------</td>
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**Printing**

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th># of Units</th>
<th>Cost/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paper Material</td>
<td>1 #</td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

| Non-Standard Calculation | $0.00 |

| Total Printing | $0.00 |

**Other Expenses**

<table>
<thead>
<tr>
<th>Standard Calculation</th>
<th># of Units</th>
<th>Cost/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Non-Standard Calculation | $0.00 |

| Total Other | $0.00 |

**Subtotal Direct Costs**

| $1,728.00 |

**Cooperator Indirect Costs**

<table>
<thead>
<tr>
<th>Current Overhead Rate</th>
<th>Subtotal Direct Costs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,728.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Total Coop. Indirect Costs | $0.00 |

**TOTAL COST**

| $1,728.00 |
ATTACHMENT B
Moab Information Center Operating Plan

The Moab Information Center (MIC) was formed as a partnership to provide visitor information services to the traveling public. It is operated by Canyonlands Natural History Association (CNHA) who leases the property from Grand County at the intersection of Center and Main streets in Moab Utah. The MIC was established to support visitor services and supply both information and appropriate educational and interpretive material through both free and for-sale items.

The goal and focus is to enhance each visitor's appreciation of public land use, and promote Grand County visitor businesses and services. CNHA will be the operating partner and manage all aspects of on-site operations and carries full financial responsibility for day-to-day business functions.

CNHA will provide and supervise staff, purchase inventory, distribute free promotional brochures, maintain the building, interpretive exhibits and grounds, conducts educational lectures which promote public land topics, and generally act as the central location for visitor recreation-related questions. CNHA will staff the MIC 362 days a year, generally from 8-5 with extended hours of service during the tourism season April through October.

The cooperation in staff training and dialogue between the above mentioned public-land agencies and CNHA is crucial to the MIC's operation. Agencies will provide up-to-date information on site conditions, educational and visitor publications, policies, procedures and land-use ethics. The government agencies and Grand County will provide funds annually to CNHA for the purpose of offsetting staffing costs.

The public agencies representatives, CNHA staff and Grand County Travel Council management will meet annually to discuss operations and make suggestions on MIC policy.
August 13, 2019

This letter is to acknowledge receipt of “Recommendation and Report” and “Optional Plan for Grand County Government” on August 13, 2019 at 9:46 AM.

Bryony Hill, Council Office Coordinator
Grand County
Grant Award Agreement
JULY 1, 2019 – JUNE 30, 2020
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Please note, initials and signatures are required respectively, to indicate acceptance and understanding of grant terms, conditions, and responsibilities.

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Signatures required ............................................................................ Page 2

**Attachment A: State of Utah Standard Terms and Conditions for Services** ........................................ Page 3  
Initials required ................................................................................ Page 6

**Attachment B: Assurances, Conditions, Certifications and Requirements** ........................................ Page 7  
Signatures required ............................................................................ Page 11

**Attachment C: Core System Principles** ........................................ Page 12  
Initials required ................................................................................ Page 18

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Initials required ................................................................................ Page 19

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Initials required ................................................................................ Page 20

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Initials required ................................................................................ Page 21

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**State of Utah**
**Indigent Defense Commission**
**GRANT AWARD CONTRACT**

1) *Grantee Name & Address:*

Grand County  
125 E Center Street  
Moab, UT 84532

2) *Grant Project Director:*

Ruth Dillon

3) *Phone:*

435-259-1947

4) *Email:*

rdillon@grandcountyutah.net

5) *Length of Grant:*

12 Months

6) *Grant Start Date:*

07-01-2019

7) *Grant End Date:*

06-30-2020

---

8) **Budget Summary**

<table>
<thead>
<tr>
<th>IDC Grant Award</th>
<th>System Spending</th>
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</thead>
<tbody>
<tr>
<td>Personnel / FTE Expenses:</td>
<td>$0</td>
</tr>
<tr>
<td>Fringe Benefits for Personnel / FTE:</td>
<td>$0</td>
</tr>
<tr>
<td>Contract Services:</td>
<td>$0</td>
</tr>
<tr>
<td>Reserve Funds: (County existing budget + $5,000 buy-in)</td>
<td>Appeals Program</td>
</tr>
<tr>
<td>Travel:</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotals:</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Budget (Grant + System Match):</strong></td>
<td><strong>$272,536</strong></td>
</tr>
</tbody>
</table>

---

9) **Certification**

Under the terms and conditions of this Agreement, which incorporates by reference attachments A through H, the Grantees agree to complete all objectives and requirements of the project as described herein. The State of Utah, through its Indigent Defense Commission, agrees to fund the project up to the Total Grant Award contingent upon the grantee meeting all requirements outlined in the agreement.

10) **Name and Title of Official Authorized to Sign:**

Evan Clapper  
Council Chair

11) **Signature of Official Authorized to Sign:**

[Signature]

12) **Signature of Project Director:**

Ruth Dillon  
Council Administrator

13) **Signature, Joanna E. Landau, IDC Director**

---

* The Grant Project Director is the individual responsible for the day-to-day management of the grant program and the person who the IDC will contact for quarterly reports, invoices, and payment information.

** Grantee officials authorized to sign include City Mayor, City Manager, County Mayor, County Manager, County Council Chair, or County Commissioner of the fiduciary agency.
ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

- DEFINITIONS: The following terms shall have the meanings set forth below:
  a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
  c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
  d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor’s agents, officers, employees, and partners.
  e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  f) "Proposal" means Contractor’s response to the State Entity’s Solicitation.
  g) "Solicitation" means the documents used by the State Entity to obtain Contractor’s Proposal.
  h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
  i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  j) "Subcontractors" means subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.

2. GOVERNING LAW AND VENUE: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract 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.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor 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. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED

6. CONFLICT OF INTEREST: INTENTIONALLY DELETED

7. INDEPENDENT CONTRACTOR: Contractor’s legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. INDEMNITY: Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties 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 to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. EMPLOYMENT PRACTICES: Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment on the basis of race, religion, color, or national origin; (ii) Executive Order No.: 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor’s employees.

10. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.

11. DEBARMENT: Contractor 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. Contractor must notify the State Entity 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 this Contract.

12. TERMINATION: Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract 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. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity’s ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. SUSPENSION OF WORK: Should circumstances arise which would cause the State Entity to suspend Contractor’s responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor’s responsibilities may be reinstated upon advance formal written notice from the State Entity.

15. SALES TAX EXEMPTION: The Services under this Contract will be paid for from the State Entity’s funds and used in the exercise of the State Entity’s essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor’s responsibility to request the State Entity’s sales tax exemption number. It also is Contractor’s sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. INSURANCE: INTENTIONALLY DELETED

17. WORKERS COMPENSATION INSURANCE: Contractor shall maintain during the term of this Contract, workers’ compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker’s compensation insurance shall cover full liability under the worker’s compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED

19. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah’s Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah
express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor’s Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor’s expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor’s performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah’s Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity’s payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

24. **TIME OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor’s failure to timely perform the Services required under this Contract.

25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor’s Services, including Contractor’s Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor’s request.

27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor’s claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor’s non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor’s material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor’s liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE**: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY**: If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY**: Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION**: INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**: Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY**: The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER**: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES**: INTENTIONALLY DELETED.

39. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION**: INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE**: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS**: Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY**: The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

Ruth Dillon Project Director

Ruth Dillon Council Administrator

Date 8/19/19

Name Project Director Initials Date

Evan Clapper Council Chair EC

Name County Representative Title Initials Date

Page 6
ATTACHMENT B: IDC GRANT & GRANTEE ASSURANCES, CONDITIONS, CERTIFICATIONS AND REQUIREMENTS

Indigent Defense Commission (IDC)
Revised June 2019

I. CERTIFIED ASSURANCES AND GRANT CONDITIONS

CERTIFIED ASSURANCES

1. The System (grantee) assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Indigent Defense Commission (IDC) shall prescribe, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds.

2. The System assures that it has and will continue to maintain its baseline budget for indigent defense spending, as set forth in the grant payment structure and contract and as amended. In addition, the System assures that IDC funds are not supplanting local spending on indigent defense services.

3. The System assures that it shall maintain such data and information and submit quarterly reports, including progress reports, financial status reports, and other data requested by the IDC. These reports provide information and data related to narrative and numerical performance measures developed by the IDC, not limited to the number and types of all cases filed, number and types of cases where a court appoints an attorney to represent an indigent party, disposition of each court-appointed case, caseloads carried by court-appointed attorneys in the System, etc.

4. The System assures that quarterly reports will be uploaded into the State GMS System no later than 20 days after the end of each quarter. Failure to submit complete reports by established deadlines may result in the freezing of grant funds, affect future funding eligibility, and/or risk designation. The state may also require the grantee to complete corrective action. Due to the end of the state fiscal year, the reporting for the quarter ending June 30 requires a hard deadline of July 20. Grantees will have up to 90 days past the closing date of their grant award to submit a final supplemental financial status report, for costs incurred during the grant period. However, grantees should make every possible effort to include all final costs in the regularly scheduled status report due July 20.

5. The System assures it will comply with State of Utah rules, policies, and rates, regarding personnel, purchasing supplies and equipment, contractual agreements, etc., unless its home agency rates are more restrictive. If the System is working through a fiduciary agent, the policies of the fiduciary agent become the applicable policies with regard to expending grant funds. If the System does not currently have written policies or a fiduciary agent, the general policies adopted by the State of Utah - Department of Finance, Department of Human Resources, Division of Purchasing and General Services, etc. - must be complied with in expending grant funds.
6. The System assures it will require all attorneys engaged in providing indigent defense services to cooperate and participate with the IDC in reporting, and any investigations, audits, and/or reviews of indigent defense services.

7. The System assures it will allow the IDC to maintain oversight to: collect data, audit attorney performance, establish performance, caseload, and other standards, and to ensure Core Principles are being met.

8. The System assures, through appropriate language incorporated in each grant, sub-grant or other document under which funds are to be disbursed, the authorized official shall assure that the applicable certified assurances and grant conditions will be complied with by their own agency and any other agency or contractor with whom they make subsequent contracts or agreements.

GRANT CONDITIONS

1. COMPENSATION AND METHOD OF PAYMENT: The Indigent Defense Commission (IDC) will reimburse, or in rare cases with advance approval will forward, the grantee the share of approved program expenditures for approved program expenditures as outlined in the grantee's grant award contract. Reimbursement will be on a quarterly basis, once quarterly required invoices and reports are submitted and the amount of expenditures are approved, unless other payment arrangements have been agreed to in advance and in writing by the IDC.

2. AUDIT REPORTS: Grantee agrees to make available to the IDC a copy of any annual audits on the grantee or any sub-grantees.

3. UTILIZATION AND PAYMENT OF FUNDS:
   a. Funds awarded are to be expended only for purposes and activities covered by the approved project activities and budget.
   b. Project funds will be made available in accordance with provisions as prescribed by IDC.
   c. Grantee agrees to return to the IDC all unexpended funds provided hereunder to the IDC within 60 days of termination of the grant. Payments will be adjusted to correct previous overpayment or underpayment and disallowances resulting from audit.
   d. Approved project activities and budget categories include:
      i. Personnel / FTE Expenses: All remuneration for services of employees during the period of the award, including wages and salaries. Any personnel / FTEs are considered employed by and employees of the grantee.
      ii. Fringe Benefits for Personnel / FTE: Allowances and services provided by employer(s) to their employee(s) as compensation in addition to regular salaries and wages. IDC reimbursement limited to medical and dental insurance for personnel / FTEs.
      iii. Contract Services: Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill (i.e. contracted defense attorneys). Not considered officers or employees of the grantee.
iv. **Reserve Funds:** Money set aside to meet future or unexpected costs associated with defense resources. This includes, but is not limited to, investigators, experts, forensic services, appeals, and transcripts.

v. **Travel:** The expenses for transportation incurred by personnel / FTEs and/or contractors who travel on official business. Such costs are charged on an actual mileage basis and subject to the State of Utah reimbursement rate.

vi. **Other:** Subject to the limitation and approval of the IDC, other expenses related to indigent defense may be allowable.

4. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

5. **Expenses Not Allowable:** Project funds may not be expended for: (a) items not part of the approved budget or separately approved by IDC; (b) the purchase of land; or (c) construction projects. Expenditure of funds in excess of the amount budgeted per budget category will be permitted only with IDC’s prior written approval.

6. **Termination of Aid:** If through any cause the grantee shall fail to substantially fulfill in a timely and proper manner all of its obligations, terms, covenants, conditions, attachments, addenda, or other stipulations of the grant agreement, as determined by the IDC, the IDC shall have the right to terminate the grant agreement or to suspend fund payments by giving written notice to the grantee of such action and specifying the effective date thereof, at least thirty (30) days before the effective date of such action.

7. **Inspection and Audit:** The IDC, the State of Utah, or any of their duly authorized representatives shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee and any sub-grantees, and to relevant books and records of either.

8. **Personal Property:** The grantee shall retain any nonexpendable personal property acquired with grant funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program, whether or not, the program continues to be supported by IDC grant funds. When there is no longer a need for the property to accomplish the purpose of the program, the grantee shall request property disposition instructions from the IDC.

9. **Maintenance of Records:** For purposes of state and federal examinations and audits, all financial and statistical records, supporting documents, and all other records pertinent to grants or contracts shall be retained for at least three (3) years after final payment, or until all audits initiated within the three (3) years have been completed, whichever is later.

10. **Written Approval of Changes:** Grantees must obtain prior written approval from the IDC for program changes. These include (a) change of substance in program activities, designs, or objectives; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) budget adjustments in any budget category.
11. **Third Party Participation:** No contract or agreement may be entered into by the grantee for execution of project activities or provision of services that is not incorporated in the approved proposal, or approved in advance by the IDC. Any such arrangement shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the grantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project. The IDC shall be provided with a copy of all such contracts and agreements entered into by grantees.

12. **Written Descriptions of Programs:** The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with State money, the grantee receiving State funds shall clearly state (a) the percentage of the total cost of the program or project that will be financed with State money, and (b) the dollar amount of State funds for the project or program.

13. **Project Director:** There shall at all times during the life of the grant agreement be an individual appointed by the grantee as "Project Director." This individual will be responsible for program planning, operation, reporting and administration under the grant agreement.

14. **Release of Information:** All records, papers and other documents kept by recipients of IDC funds, their grantees and sub-grantees, relating to the receipt and disposition of such funds, are required to be made available to the IDC, and are subject to any applicable state or federal laws governing the disclosure of such records.

15. **Copyrights and Rights in Data:** Where activities supported by this grant produce original computer programs, writings, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the IDC has the right to use, duplicate and disclose, in whole, in part, or in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the System may copyright such, but the IDC reserves a royalty-free non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and authorize others to do so.

16. **Certification Regarding Debarment, Suspension, and Ineligibility:** The grantee 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. Contractor must notify the IDC 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 this Contract. Where the grantee is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the IDC.

17. **Certification Regarding Drug-Free Workplace Requirements:** This certification is required by the State rules and regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, and in the Rules Governing a Drug-Free Workplace set forth in Utah Administrative Rule 477-14-1 through 477-14-4. The regulations, published in the January 31, 1989 Federal Register, and incorporated by reference in the Utah Administrative Rules, require certification by grantees, prior to award, that they will maintain a drug-free workplace.
GRANTEE ACCEPTANCE OF ALL GRANT ASSURANCES, CONDITIONS, TERMS, CERTIFICATIONS, AND ANY OTHER GRANT REQUIREMENTS

The signatures below certify that you have reviewed and agree to comply with each of these IDC grant assurances, conditions, certifications, and the requirements in Attachment A through G of the IDC grant contract and that all of the information provided is correct, that there has been appropriate coordination with affected agencies, and that the System will comply with the provisions of all state laws.

Ruth Dillon  Ruth Dillon  Council Administrator  8/19/19
Name  Project Director  Signature  Date

Evan Clapper  Council Chair  8/19/19
Name  County Representative Title  Signature  Date
ATTACHMENT C: UTAH INDIGENT DEFENSE COMMISSION CORE PRINCIPLES

CORE PRINCIPLES FOR UTAH INDIGENT DEFENSE SYSTEMS
USER STATEMENT

This document, adopted by the Utah Indigent Defense Commission in August 2017, sets forth core principles for the provision of indigent defense representation in the State of Utah. These principles are intended to encompass the provision of indigent defense services in three defined areas of practice—criminal defense, delinquency defense, and parental defense. Utah law delegates the provision of indigent defense services to its local governments.

The purpose of these principles is threefold:

1. To provide guidance to government officials, policymakers, and entities charged with providing, overseeing, assessing, and/or funding indigent defense systems;

2. To provide a yardstick for measuring the extent to which an indigent defense system ensures that individual attorneys within that system have the knowledge, ability, resources, and independence necessary to provide effective representation; and

3. To encourage appointed counsel to provide a high standard of representation and promote professionalism in the representation of indigent individuals in Utah.

THE UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions, and Utah law.

The membership of the Commission includes key leaders in state and local government, criminal defense, and indigent defense services.

The Commission works with the state, local governments, indigent defense providers, and other stakeholders to provide guidance on standards for constitutional representation, gather data and information about indigent defense service provision, award grants to improve indigent defense services, and support the regionalization of indigent defense services throughout the state.

1 The Utah Indigent Defense Commission is mandated to "adopt minimum guidelines for an indigent defense system to ensure the effective representation of indigent individuals consistent with the requirements of the United States Constitution, the Utah Constitution, and the Utah Code." Indigent Defense Act, Utah Code § 78B-22-404(1)(a).
2 "Indigent Defense System" or "system" refers to the local government entity that is responsible for providing indigent defense services in its respective state, county, or city courts; and the term includes counties, cities, towns, and any "interlocal entity ... responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town." Indigent Defense Act, § 78B-22-102(7).
PRINCIPLE 1/ ORGANIZATIONAL CAPACITY OF DEFENSE SYSTEM IS SUFFICIENT TO ENSURE COMPLIANCE WITH CORE PRINCIPLES

A system’s ability to meet the principles articulated herein requires a threshold structural and resource capacity—for example, an adequate budget, administrative resources, and the ability to monitor attorney and system performance.

If an indigent defense system lacks such capacity, efforts must be made to improve the system’s organization—for example, through adopting a managed assigned counsel (MAC) system, public defender office, and/or through pursuing interlocal, resource-sharing agreements.

PRINCIPLE 2/ SYSTEM PROVIDES COUNSEL TO ALL ELIGIBLE DEFENDANTS, MINORS, AND RESPONDANTS WHO DO NOT KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE COUNSEL

Rights. The U.S. Constitution, the Utah Constitution, and Utah law guarantee the right to counsel. That right extends under Utah law to all accused persons facing any possibility of incarceration or detention, and to parents/legal guardians subject to child welfare proceedings and/or petitions to terminate their parental rights, regardless of financial status.

Responsibilities. Systems must ensure individuals facing these proceedings, who are unable to afford counsel, are provided counsel at government expense. Systems must also ensure the presence of defense counsel at all court proceedings, to avoid creating practical barriers to appointment or any pressure to waive counsel.

Restrictions. If a system seeks to recover/recoup public defender fees, it must strictly adhere to the statutory limitations and processes, to avoid undermining the right to counsel. A system may not, for example, assess fees without individualized assessments for each convicted individual, as statute requires the court to consider financial resources and the burden any fee will cause before imposing it. Systems reinvest any recouped funding in indigent defense services.

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3 Indigent Defense Act, §§ 78B-22-102(3) (defining a minor who is “arrested and admitted into detention” or who is “charged by petition or information in the juvenile or district court” as indigent for the entitlement to court-appointed counsel, 78B-22-201 (explaining the other individuals who are entitled to the right to counsel)
4 Indigent Defense Act, § 78B-22-201(1)(b)(parent and legal guardians have the right to counsel in abuse, neglect, or dependency proceedings; termination of parental rights; adult offenses; or proceedings listed in § 78B-6-112).
5 Indigent Defense Act, §§ 78B-22-102(7) (requiring cities, towns, and counties to provide indigent defense services, services), and 78B-22-202(2), 78B-22-203(1) (requiring a court to determine indigency, and upon finding indigency, to appoint an indigent defense service provider under contract with a system to represent indigent individuals).
6 Recoupment of public defender fees is permissible with limitations. Such fees cannot be combined with a plea agreement and must only happen post-conviction after a court makes an independent “ability to pay” determination. Utah Code §77-32a-108 (“The court may not include in the judgment a sentence that a defendant pay costs unless the defendant is or will be able to pay them. In determining the amount of costs, the court shall take into account the financial resources of the defendant, the nature of the burden that payment of costs will impose, and that restitution is the first priority.”); Fuller v. Oregon, 417 U.S. 40, 45 (1974).
PRINCIPLE 3/ SYSTEM PROVIDES PROPER SCOPE OF REPRESENTATION

Early Appointment. Systems must ensure that as soon as feasible, defense counsel is assigned and notified of appointment, and indigent individuals are notified of the identity of assigned counsel and how to contact counsel.7

Continuity. Systems must ensure an indigent individual has access to counsel at all critical stages of criminal proceedings,8 and in delinquency and child welfare proceedings that indigent individuals have counsel to represent them at all stages of the juvenile court proceedings.9

Consistency. Systems must ensure representation commences in a timely manner, extends for the proper period of representation, and proceeds with reasonable continuity—meaning the same attorney must continuously represent a client, where feasible, until a case concludes.10

PRINCIPLE 4/ SYSTEM PROVIDES REPRESENTATION THAT IS INDEPENDENT AND FREE FROM INTERFERENCE

Indigent defense counsel’s primary and most fundamental responsibility is to promote and protect the interests of client. A system must ensure defense counsel is free to defend clients zealously, based on counsel’s own judgement, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.11 The selection, funding, and payment of defense counsel should be independent of the judiciary and the prosecution.12

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7 Utah R. Prof. Conduct. 1.4 (Communication).
9 Minors are entitled to appointed counsel. Indigent Defense Act, §§ 78B-22-102(8)(a), 78B-22-203(1)(a). Once appointed, providers “shall provide indigent defense services for the indigent individual in all court proceedings in the matter for which the indigent defense service provider is appointed.” §§ 78B-22-203(1)(a), 78B-22-202(1)(b).
10 System should ensure defense counsel does not withdraw from representation inappropriately, as defense counsel is required at probation revocation hearings. Mempha, 389 U.S. at 137.
11 Indigent Defense Act, § 78B-22-404(1)(a)(ii)(A) (systems must ensure providers have “the ability to exercise independent judgment without fear of retaliation and [are] free to represent an indigent individual based on the indigent defense service provider’s own independent judgment”).
**PRINCIPLE 5/ SYSTEM RECOGNIZES DISTINCT AREAS OF SPECIALIZATION WITHIN INDIGENT DEEFENSE**

Indigent defense encompasses distinct areas of practice—criminal defense, delinquency defense, parental defense, and appellate advocacy. Each is its own area of specialization, requiring a skills and knowledge distinct from what is required to practice in any other area.

Indigent defense systems must separately account for criminal defense, delinquency defense, parental defense, and appellate advocacy in their employment and contracting arrangements.

**PRINCIPLE 6/ SYSTEM ENSURES THE RIGHT TO APPEAL**

Indigent defense systems must provide counsel for any first appeal of right and must separately account for the provision of appellate services to ensure the right to appeal.

**PRINCIPLE 7/ SYSTEM PROVIDES REPRESENTATION THAT IS FREE FROM CONFLICTS OF INTEREST**

Effective representation is representation that is zealous, diligent, and free from conflicts of interest—as defined in the Utah Rules of Professional Conduct. Indigent defense systems shall ensure that defense counsel manages conflicts of interest issues as required by the Utah Rules of Professional Conduct. Systems shall provide appropriate employment and separate arrangements to account for conflict cases. Those arrangements shall not create for defense counsel, a financial disincentive to declare a conflict.

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13 Indigent Defense Act, § 78B-22-201(1) (outlining the right to counsel in these four practice areas).
14 Indigent Defense Act, § 78B-22-404(1)(a)(i)(B) (systems must ensure “a separate contract for each type of indigent defense service”).
15 Indigent Defense Act, §§ 78B-22-201(1)(c), 78B-22-203(1)(a); Douglas v. California, 372 U.S. 353 (1963) (explaining that individuals who are “appealing a first appeal from a conviction or other final court action” have the right to counsel throughout the proceedings, and if such individuals are indigent, counsel will be appointed for them).
16 Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure indigent individuals receive zealous and conflict-free indigent defense services); Utah R. Prof. Conduct 1.1 (Competence), 1.2 (Allocation of Authority Between Client and Lawyer), 1.3 (Diligence), 1.4 (Communication), 1.6 (Confidentiality of Information), 1.7 & 1.8 (Conflicts of Interest), 1.9 (Duties to Former Clients), 1.10 (Imputation of Conflicts of Interest), 1.14 (Client with Diminished Capacity), 1.15 (Safekeeping property), 1.16 (Declining or terminating representation), 1.18 (Duties to Prospective Client), 6.2 (Accepting Appointments).
17 Indigent Defense Act, § 78B-22-404(1)(a)(ii)(I) (systems must ensure indigent service providers have “the ability to meet the obligations of the Utah Rules of Professional Conduct, including expectations on client communications and managing conflicts of interest”).
19 Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with “adequate compensation without financial disincentives”).
Effective representation depends upon the zealous advocacy of qualified counsel, who receives training, has appropriate caseloads, access to defense resources, and proper compensation.

- **8A/ Qualifications and Training**

  Indigent defense systems must ensure defense counsel’s ability, training, and experience match the complexity of the case.20 Systems must require counsel to receive continuing legal education in the areas indigent defense representation in which they practice.21

- **8B/ Appropriate Caseloads**

  Indigent defense systems must control defense counsel’s total workload (including private and indigent caseloads in other jurisdictions) to allow for effective representation of each client. Total caseload must be set at a level that allows defense counsel to undertake the scope of work required to test the state’s evidence in a meaningful way in each case.22

- **8C/ Access to Defense Resources**

  Indigent defense systems must equip defense counsel with the tools necessary to provide effective representation, by providing access to defense resources, which may include “costs for a competent investigator, expert witness, scientific or medical testing, transcripts, and printing briefs,”23 social workers, interpreters, and forensic services. Systems must avoid conflicts or disincentives for defense counsel—for example, flat rate contracts where counsel pays for services from their compensation, or procedures requiring defense counsel to reveal a request for resources to prosecutors.

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20 Indigent Defense Act, § 78B-22-404(1)(a)(ii)(F) (systems must ensure providers have “appropriate experience or training in the area for which the indigent defense service provider is representing indigent individuals”).

21 Indigent Defense Act § 78B-22-404(1)(a)(ii)(G) (systems must ensure compensate providers “for legal training and education in the areas of the law relevant to the types of cases for which the indigent defense service provider is representing indigent individuals”).

22 Indigent Defense Act, § 78B-22-404(1)(a)(ii)(D) (systems must ensure all providers have “a workload that allows for sufficient time to meet with clients, investigate cases, file appropriate documents with the courts, and otherwise provide effective assistance of counsel to each client”).

ATTACHMENT D: PROJECT DESCRIPTION, GOALS AND PERFORMANCE INDICATORS

GRAND COUNTY PROJECT DESCRIPTION: 2019-2020

<table>
<thead>
<tr>
<th>GRANT INPUTS DESCRIPTION</th>
<th>CONDITIONS OF GRANT FUNDING</th>
<th>IMPROVEMENT GOALS</th>
<th>PERFORMANCE INDICATORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding to utilize centrally-administered appellate representation</td>
<td>The county must adhere to the rules outlined in the attached Appellate Program Detail.</td>
<td>• Ensuring the right to appeal (Principle 6) • Appropriate Compensation (Principle 8D)</td>
<td>• # of cases in which a notice of appeal is filed • # of appeals that result in a decision on the merits • Compensation plan for attorney payment</td>
</tr>
</tbody>
</table>

Ruth Dillon  Smith Wilson Council Administrator  8/19/19

Name  Project Director  Initials  Date

Evan Clapper  Council Chair  EC  5/6/19

Name  County Representative Title  Initials  Date
ATTACHMENT E: QUARTERLY REPORTING SCHEDULE

IDC funding is contingent upon the submission of required quarterly programmatic and fiscal status reports. Reports are due 20 days following the end of the quarter and are subject to change.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Grant Start Date:</th>
<th>Grant End Date:</th>
</tr>
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<tbody>
<tr>
<td>QUARTER 1</td>
<td>July 1, 2019</td>
<td>June 30, 2020</td>
</tr>
<tr>
<td>Starts</td>
<td>July 1, 2019</td>
<td></td>
</tr>
<tr>
<td>Ends</td>
<td>September 30, 2019</td>
<td></td>
</tr>
<tr>
<td>Reporting Due</td>
<td>October 21, 2019</td>
<td></td>
</tr>
</tbody>
</table>

| QUARTER 2 | Starts: | October 1, 2019 |
| Ends:     | December 31, 2019 |
| Reporting Due | January 20, 2020 |

| QUARTER 3 | Starts: | January 1, 2020 |
| Ends:     | March 31, 2020 |
| Reporting Due | April 20, 2020 |

| QUARTER 4 | Starts: | April 1, 2020 |
| Ends:     | June 30, 2020 |
| Reporting Due | July 20, 2020 |

IDC quarterly reimbursement is contingent upon the local system submitting complete quarterly programmatic and fiscal reports as well as meeting match-spending requirements. Forms required for quarterly reporting will be provided by the IDC.

Minimum match spending requirements are outlined in the attachment titled Reimbursement Schedule and Required Match. Data reporting requirements are outlined in the attachment titled Assurances, Conditions, Certifications and Requirements.

Ruth Dillon, Administrator 8/19/19

<table>
<thead>
<tr>
<th>Name</th>
<th>Project Director</th>
<th>Initials</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evan Clapper</td>
<td>Council Chair</td>
<td>EC</td>
<td>8/6/19</td>
</tr>
</tbody>
</table>
### GRAND COUNTY PROJECT BUDGET TOTALS

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDC (Grant)</td>
<td>$0</td>
</tr>
<tr>
<td>System (Match)</td>
<td>$272,536</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$272,536.00</strong></td>
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</table>

### BUDGET BY CATEGORY

<table>
<thead>
<tr>
<th>GMS Category</th>
<th>Expense Category</th>
<th>Sub Category</th>
<th>IDC Grant Award</th>
<th>System Spending</th>
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</thead>
<tbody>
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<td>Personnel</td>
<td>Personnel</td>
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</tr>
<tr>
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<td>Fringe</td>
<td>Fringe</td>
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<tr>
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<td>Public Defender</td>
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<tr>
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<td>Conflict Attorney</td>
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<tr>
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<td>Defense Resources</td>
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<td>Appeals</td>
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<td>Mileage</td>
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<td><strong>Subtotals</strong></td>
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<td><strong>$272,536.00</strong></td>
</tr>
</tbody>
</table>

---

**Ruth Dillon, Enrollment Counsel, Administrator**

**Evan Clapper, Council Chair**

**Date:** 8/19/19

**Date:** 8/6/19

---

Page 21
# ATTACHMENT G: REIMBURSEMENT SCHEDULE AND REQUIRED MATCH

## GRANT PAYMENT STRUCTURE

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Sub Category</th>
<th>First Quarter Jul 1 – Sep 30</th>
<th>Second Quarter Oct 1 – Dec 31</th>
<th>Third Quarter Jan 1 – Mar 30</th>
<th>Fourth Quarter Apr 1 – Jun 30</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Maximum Grant</td>
<td>Minimum Match</td>
<td>Maximum Grant</td>
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<td>Fringe</td>
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<tr>
<td>Contracted</td>
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<tr>
<td></td>
<td>Public Defender</td>
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<td>Conflict Attorney</td>
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<td></td>
<td>Parental Defense</td>
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<tr>
<td></td>
<td>Parental Defense Appeals</td>
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<tr>
<td>Reserves</td>
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<td>Defense Resources</td>
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<td>Indigent Defense Capital Fund</td>
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<td>Omnibus Appeals Program</td>
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<td>Travel</td>
<td>Mileage</td>
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</tbody>
</table>

This grant is for the Appellate Managed Assigned Counsel Pilot Program only. The county must maintain and not decrease the current indigent defense budget, however for the purposes of the grant only the $5,000 program buy-in must be verified as match. Appellate services will be provided by the Utah County Public Defender Association through a Memorandum of Understanding (MOU) after the county has bought in to the program.

<table>
<thead>
<tr>
<th>Subtotals</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$0.00</th>
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<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Quarterly Budget</td>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

Reimbursement is contingent upon the system meeting minimum required match amounts for each expense category in the Grant Payment Structure. Grant funds must be used to supplement, not supplant or replace current system spending.

System expenses must be paid prior to reimbursement and should be reported for the period in which the expense is incurred. Reporting periods are defined in Attachment E: Quarterly Reporting Schedule. For expenses incurred during a period that are paid after the quarterly fiscal report has been submitted, a supplemental financial status report will be required. Contact the grant program manager for assistance. Reimbursement dates are dependent upon grantee reporting and subject to change.

For categories budgeted quarterly:
- The system must meet the minimum required match amount for the quarter before requesting grant reimbursement.
- Reimbursement requests should not exceed the quarterly grant amount budgeted for each line item.
- Any costs exceeding the budgeted quarterly match and grant amounts combined will be counted as match for the following quarter.

For as billed categories:
- The system should meet its annual required match amount before requesting grant reimbursement.
- Reimbursement requests should not exceed the annual grant amount budgeted for each line item.

---

Ruth Dillon, County Administrator  8/16/19  
Ruth Dillon, Project Director  8/16/19

Name  
Evan Clapper, Council Chair

Initials  
EC

Date  
8/16/19

Page 22
ATTACHMENT H: APPELLATE PROGRAM DETAIL

Utah Indigent Defense Commission – Utah County Public Defender Association
Appellate Managed Assigned Counsel Pilot Program

The Utah Appellate Managed Assigned Counsel Pilot Program is established in partnership with the Utah Indigent Defense Commission the Utah County Public Defender Association and Utah County to provide organized, quality, and effective indigent defense representation to indigent individuals on appeal in counties of a smaller size and population base. This pilot project will run through June 30, 2020

Eligible County Rules.

Eligibility: Any county of the 3rd-6th class (as established in 2019) with a signed IDC grant award is eligible to participate by paying $5,000 of their indigent defense services budget to the Utah County Public Defender Association to participate in this program.


To participate, eligible counties with signed grant contracts with the Indigent Defense Commission, will enter into an MOU with the Utah County Public Defender Association, which will then invoice participating counties for $5,000. Counties shall use $5,000 of their indigent defense services budget to pay this invoice. Upon payment, a participating county is eligible for appellate representation through the Association through June 30, 2020.

Additional funding from the Commission will be paid through Utah County to the Association. The Commission and the Association will enter into an MOU to ensure quality appellate representation to the participating counties.

Participating counties that have met the above requirements, shall notify the Utah County Public Defender Association (Association) as soon as practicable about any notice of appeal from their county’s district or juvenile court. Appeals from county justice courts, properly challenging the constitutionality of a statute may also be eligible.
Participating counties shall notify trial-level indigent defense providers that appeals will be handled by the Association, and that the Association is available for relevant advice.

Upon notification of the filing of a notice of appeal, the Association will contract with eligible attorneys from the Utah Supreme Court’s Appellate Roster, to provide appellate representation to participating counties. The contracts will require adherence with the Association’s Core Principles for Indigent Appellate Representation.

The Association will pay contracted at $75/hour for appeals from guilty pleas/sentences, and $150/hour from trial-level appeals. Attorneys will submit hourly invoices to the Association on a quarterly basis, for legal work, defense resources, travel, transcript, and brief binding expenses, for payment by the Association.

The Association will submit all case and billing information to the IDC on a quarterly basis and will work with the IDC to determine the necessary quarterly amount of IDC funding required to maintain the pilot program.

Pilot Program Contact Information:

Joanna Landau  
Director, Utah Indigent Defense Commission  
370 E South Temple. Suite 500  
SLC, UT 84111  
jlandau@utah.gov 801-209-5440

Margaret Lindsay & Doug Thompson  
Utah County Public Defender Association  
51 S. University Ave., Suite 206  
Provo, Utah 84601  
margaretl@utcpd.com  
doug@utcpd.com  
801-852-1070
<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
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<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td>1</td>
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<tr>
<td></td>
<td>9:00AM EMS SSD (EMS Training Center)</td>
<td>8:30AM Chamber of Commerce (Zions Bank)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td>12:00PM Change in Form of Gov’t - Study Committee (Chambers)</td>
<td></td>
<td>2</td>
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<tr>
<td></td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td></td>
<td>12:00PM Annual Zions Municipal Conference (180 N. University Ave, Fl. 8, Provo, UT)</td>
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<td>3</td>
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<td></td>
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<td></td>
<td>1:00PM BLM/Grand County Coordination Mtg (Moab Field Office)</td>
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<td></td>
<td>5:00PM CHCSSD (Hospital)</td>
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<tr>
<td></td>
<td>12:30PM Council on Aging (Grand Center)</td>
<td>12:00PM Change in Form of Gov’t - Study Committee (Chambers)</td>
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<tr>
<td></td>
<td>11:00AM Trail Mix (Grand Center)</td>
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<td>2:00PM Conservation District (Hospital)</td>
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<td>3:00PM Travel Council Advisory (Chambers)</td>
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<td>5:00PM Planning Commission (Chambers)</td>
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<td>5:30PM GSTA Advisory Committee (GSTA GCC Room)</td>
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<td>6:00PM Cemetery Maintenance (District Office)</td>
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<td>6:00PM Transportation Special Service District (GC Road Shed)</td>
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<td>11</td>
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<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
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<tr>
<td></td>
<td>4:00PM Thompson Springs Special Service Fire District Mtg (Chambers)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>5:30PM Museum of Moab (Grand Center)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>9:00AM Canyon Country Partnership (CCP) (River History Museum, Green River)</td>
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<tr>
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<td>4:05PM County Council Meeting (Chambers)</td>
<td></td>
<td>7:00PM Recreation SSD (City Chambers)</td>
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<td>23</td>
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<tr>
<td></td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>8:30AM Chamber of Commerce (Zions Bank)</td>
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8/14/2019 11:09 AM
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<td>Labor Day</td>
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<td>8:00AM County Offices Closed</td>
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<td>3</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>9:00AM EMS SSD (EMS Training Center)</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>1:00PM Homeless Coordinating Committee Meeting (Zions Bank)</td>
<td>3:00PM Sand Flats Stewardship Committee</td>
<td>10:00AM Historical Preservation Commission (Grand Center)</td>
</tr>
<tr>
<td>8</td>
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<td>10</td>
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Employment Opportunities

**GCSO Corrections Officer**
Posted August 1, 2017 8:00 AM | Closes August 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a... [Full Description]

**GCSO Patrol Deputy**
Posted August 1, 2017 8:00 AM | Closes August 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff... [Full Description]
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Name</th>
<th>Permit Status</th>
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<td>AUGUST</td>
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</tr>
<tr>
<td>SEPTEMBER</td>
<td>9/21 &amp; 22 Century Tour</td>
<td>complete</td>
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</table>
**MAKE A DIFFERENCE IN YOUR COMMUNITY**

**Become a Grand County Board or District Volunteer**

**Due Date: OPEN UNTIL FILLED**

<table>
<thead>
<tr>
<th>COUNTY BOARD, COMMISSION AND COMMITTEE</th>
<th>VACANCIES</th>
<th>TERM EXPIRATION</th>
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<tr>
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</tr>
<tr>
<td>Budget Advisory Board</td>
<td>1</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Historical Preservation Commission</td>
<td>1</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Housing Authority of Southeastern Utah</td>
<td>1</td>
<td>12/31/2023</td>
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<tr>
<td>Noxious Weed Control Board</td>
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**DISTRICT BOARD**

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</thead>
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<td>Arches Special Service District (Must reside within the District)</td>
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</tr>
<tr>
<td>Canyonlands Health Care Special Service District</td>
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<td>12/31/2020</td>
</tr>
<tr>
<td>Thompson Springs Special Service Fire District (must reside within the District)</td>
<td>3</td>
<td>12/31/2023</td>
</tr>
<tr>
<td>Transportation Special Service District (must reside in unincorporated Grand County)</td>
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<td>12/31/2022</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>

Interested applicants shall complete the “Board, Commission, and Committee Certification and Application Form” available at [www.grandcountyutah.net/pdf/BoardAppForm.pdf](http://www.grandcountyutah.net/pdf/BoardAppForm.pdf), or at the County Council’s Office. Completed applications may be emailed to council@grandcountyutah.net, or delivered to 125 E. Center Street. All new qualified applicants will be interviewed. The County Council will making appointments at a Regular Council Meeting upon a recommendation from Board, Commission, Committee or District Board. Board member responsibilities can be found at [https://www.grandcountyutah.net/194/Boards-Commissions-Committees](https://www.grandcountyutah.net/194/Boards-Commissions-Committees). For more information, please contact Bryony Hill at (435) 259-1346.