



## GRAND COUNTY COUNCIL REGULAR MEETING

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

### AGENDA

Tuesday, January 5, 2016

2:30 p.m

- ❑ **Workshop**
  - A. Workshop on Developer Financing Tools and Understanding Utah Finance Authority (Joe Spencer, Utah P3, LLC and Brandon Johnson, Farnsworth Johnson, PLLC)

4:00 p.m.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Nominations and Appointments of Council Chair and Vice Chair for 2016** (Chairwoman Tubbs)
- ❑ **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - B. December 15, 2015 (County Council Meeting)
  - C. December 21, 2015 (County Council Special Meeting)
- ❑ **Ratification of Payment of Bills**
- ❑ **Elected Official Reports**
- ❑ **Council Administrator Report**
- ❑ **Department Reports**
- ❑ **Agency Reports**
- ❑ **Citizens to Be Heard**
- ❑ **Presentations** (none)
- ❑ **Discussion Items**
  - D. Calendar Items and Public Notices (Bryony Chamberlain, Council Office Coordinator)
- ❑ **General Business- Action Items- Discussion and Consideration of:**
  - E. Approving Additions to the 2015 Property Tax Abatements and Cancelations (Chris Kauffman, Treasurer)
  - F. Approving Proposed Contract Award for Ambulance Billing Services (Andy Smith, Emergency Medical Services Director)
  - G. Approving Contract Award for Grand County Public Defender (Ruth Dillon, Council Administrator)
  - H. Approving Proposed Rezone of Property from Rural Residential (RR) to Small Lot Residential (SLR), Located at 3552 Spanish Valley Drive (Directly East of Old Spanish Trail Arena) (Zacharia Levine, Community Development Representative)
  - I. Approving Assignments of Council Members as Liaisons to District and County Boards, Commissions and Committees and to Other Agencies (Council Chair)
  - J. Approving Volunteer Appointments to District and County Boards and Commissions:
    - 1. Airport Board (Council Member Paxman)
    - 2. Grand County Special Service Water District Board (Council Member Jackson)
    - 3. Housing Authority of Southeastern Utah (Council Member Hawks)

4. Moab Area Travel Council Advisory Board (Council Member Jackson)
  5. Moab Mosquito Abatement District Board (Council Member Ballantyne)
  6. Planning Commission (Council Member McGann)
  7. Solid Waste Management Special Service District Board (Council Member McGann)
- Consent Agenda- Action Items**
    - K. Approving Retail Beer License for Moab Half Marathon for The Other Half – Finish Line Festival Event Scheduled for October 23, 2016
  - Public Hearings- Possible Action Items**
    - L. Public Hearing to Hear Public Input on Proposed Conditional Use Permit Application for Edge of the Desert RV/Campground Located at 1251 Mill Creek Drive (Zacharia Levine, Community Development Director)
  - General Council Reports and Future Considerations**
  - Closed Session(s)** (if necessary)
  - Adjourn**

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

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

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

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

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

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item: A

<b>TITLE:</b>	Workshop on Developer Financing Tools and Understanding Utah Finance Authority
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Joe Spencer, Utah P3, LLC and Brandon Johnson, Farnsworth Johnson, PLLC

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Requested for  
Interlocal Agreement

**BACKGROUND:**

Workshop on financing tools to promote economic and community development for the Utah Finance Authority (UFA) Members:

- **Assessment Bonds** – Serve as a conduit issuer to levy and collect assessments and issue assessment bonds to finance infrastructure for developments in the Members' communities and Commercial Property Assessed Clean Energy (CPACE) energy efficient improvements; and
- **Private Activity Bonds** – Serve as a conduit issuer for projects that promote employment and economic and community development.

**ATTACHMENT(S):**

Power Point- UFA Assessment Bond Financing

# Utah Finance Authority

Brandon Johnson • 801.932.0317 • [brandon@farnsworthjohnson.com](mailto:brandon@farnsworthjohnson.com)



# Utah Finance Authority

- Interlocal agency created pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code.
- Each member of UFA enters into the UFA interlocal agreement:
  - Creation,
  - Governance,
  - Operation,
  - Members.
- Member must be a city or county.

# Purpose of UFA

- Financing tool to promote economic and community development in the UFA Members:
  - Assessment bonds; and
  - Private activity bonds.
- Assessment bonds: Serve as a conduit issuer to levy and collect assessments and issue assessment bonds to finance infrastructure for developments in the Members' communities and CPACE energy efficiency improvements.
- Private activity bonds: Serve as a conduit issuer for projects that promote employment and economic and community development:
  - Industrial development
  - Public-private partnerships
  - Energy conservation
  - Pollution control
  - Colleges, universities, other educational institutions
  - Charter schools
  - Hospitals and other medical facilities
  - Other nonprofit entities (museums, cultural institutions)

# Assessment Bond Financing

- Assessment financing for infrastructure in new developments and CPACE energy efficiency improvements.
- Assessment Area Act, Title 11, Chapter 42 Utah Code.
- How does it work?
  - Developer consents to creation of assessment area and levy of assessment;
  - UFA creates assessment area and levies assessment;
  - UFA issues assessment bonds;
  - Bond proceeds used to finance public infrastructure in the development;
  - Bonds are payable solely from assessments in assessment area (assessments paid by property owners);
  - Bonds secured by lien on properties in assessment area;
  - UFA collects and manages annual assessment payments, delinquencies.

# Benefits of Utah Finance Authority

- Promote community and economic development in the Members' communities.
- Undertake voluntary assessment financings and private activity bond financings for Members:
  - Minimize the time and resources Members and their staff spend on such financings while enjoying the economic benefits that result from the development;
  - Manage all aspects of the burdens of private economic development financing, both before and after the issuance of bonds, including:
    - Ongoing disclosures,
    - Levy of assessments,
    - Assessment and revenue collection and potential enforcement of delinquencies.
- Achieve costs savings through economies of scale and joint and cooperative action with other Members.
- Facilitate the efficient use of public resources.
- Provide an open and public process.

# Transparency and Member involvement

- All projects and bonds must be approved by the UFA governing body.
- Members select the members of the UFA governing body.
- Each project must have land use approval by the Member in which the project will be located.
- UFA bonds are solely the obligations of UFA and do not constitute a debt or obligation of any Member of UFA nor will any Member be liable for any obligations incurred by UFA.
- No financial liability for Members or taxpayers.
- UFA is a separate legal entity and a political subdivision of the State of Utah, separate from the Members.
- UFA only has the powers and purposes given to it by the Members in the interlocal agreement creating UFA.
- Because UFA is a political subdivision, it is governed by the same public notice and disclosure requirements as other municipalities.

# Powers of UFA

- Enter into contracts;
- Employ or contract with persons or firms for personnel to accomplish its purposes;
- Acquire real or personal property, or an interest in real or personal property, necessary or convenient for its purposes;
- Undertake, own, purchase, lease, acquire, construct, operate, maintain, repair and finance any project authorized by the Governing Body to accomplish the purposes of UFA;
- Borrow money, incur indebtedness, and issue revenue bonds;
- Make loans and enter into leases;
- Create voluntary assessment areas, levy, collect and enforce assessments and issue assessment bonds as a local entity pursuant to the Assessment Act;
- Exercise the powers conferred upon the Members by the Utah Industrial Facilities and Development Act.

# Legal authority

- Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code
- Assessment Area Act, Title 11, Chapter 42, Utah Code
- Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code

# Steps to join Utah Finance Authority

- Review Interlocal agreement;
- City or county governing body approves interlocal agreement and membership in UFA; and
- City or county attorney reviews and approves form of interlocal agreement.

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

<b>TITLE:</b>	Nominations and Appointments of Council Chair and Vice Chair for 2016
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Chairwoman Tubbs

**Prepared By:**  
  
 Bryony Chamberlain  
 Council Office  
 Coordinator

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

**BACKGROUND:**

Per the Policies and Procedures of the Governing Body:

The Council shall appoint the Chair and the Vice Chair at its first meeting in January. The Council shall make its best effort to appoint a different Council Member as Chair each year.

**DEFINITIONS:**

Chair – Means the person elected Chair of the County Council by its membership and presiding over the Governing Body.

Vice Chair – Means a Council Member elected by the Governing Body to act as Chairperson in the absence or disability of the Chair.

**DUTIES OF THE CHAIR:**

The Chair (and Vice Chair and Chair Pro-Tem acting as Chair) shall have no veto power and no other special substantive authority. The Chair is responsible for developing the Council Agenda, facilitating the Council Meetings, and signing of the Council-approved documents. The Chair does not represent the Council as a whole body unless directed by the majority of the Council Members during a meeting...

In addition, the Chair has the following duties:

- Presides – The Chair shall be the Presiding Officer at all meetings and hearings of the Governing Body.
- Vice Chair – In the event of absence or disability of the Chair, the Vice Chair shall preside. Upon the Chair’s request, the Vice Chair shall assist with the discharge of any of the Chair’s duties.
- Chair Pro-Term – In the absence of the Chair and Vice Chair, the members shall appoint a Chair Pro-Term.
- Study Committees - The Chair may, at his/her discretion, oversee the membership and proper functioning of the Council study Committees.
- Control of Chambers – The Chair shall have control of the Council Chambers.
- Points of Order – The Chair shall preserve order, decide all point[s] of order and procedure, subject to appeal of membership. The Chair may vote on all matters.
- Roll Call Vote – All matters involving expenditure of funds

require a roll call vote.

- Declare Votes – Motions may be determined by voice vote, or show of hands or at the request of any member by roll call. The Chair shall declare all votes. If any member requests it, a roll call shall be ordered.
- Sign Documents and Contracts and Agreements – The Chair shall sign resolutions, ordinances, and other documents issued by the Governing Body. The Chair shall sign all contracts and agreements approved by the County Council on behalf of the Council. The Chair may delegate such signatory authority to the Vice Chair... [see Vice Chair duties above], or when appropriate, the Chair Pro-Tem. The Chair shall consult with the Council Administrator and the County Attorney for review of above said documents as deemed appropriate.
- Training on Open Meetings Act – The Chair shall ensure that all Members are provided with annual trainings of the Open Meetings Act. UCA 52-4-104
- Voting Rights and Authority – The Chair, Vice Chair and Chair Pro-Tem shall have the same rights to debate and vote in the Council as any other Council Member.

**ATTACHMENT(S):** None

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

**December 15, 2015**

The Grand County Council met in regular session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. Chairman Elizabeth Tubbs called the Council meeting to order at 4:02 p.m. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Jaylyn Hawks, Lynn Jackson, Rory Paxman, Ken Ballantyne, and Mary McGann along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. The Pledge of Allegiance was led by Andrea Brand, Sand Flats Recreation Area Manager, during the Municipal Building Authority Meeting.

**Approval of Minutes** (Diana Carroll, Clerk/Auditor)

**A. December 1, 2015 (County Council Meeting)**

**MOTION:** Motion by Council Member Chris Baird to approve the minutes of the December 1, 2015 County Meeting with the recommended changes. Motion seconded by Council Member Mary McGann carried 7 – 0.

**Ratification of Payment of Bills**

**MOTION:** Motion by Council Member Chris Baird to approve payment of bills presented in the amount of \$566,456.70. Accounts payable check numbers 90411 - 90585 totaling \$390,067.80 and payroll in the amount of \$380,067.80 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried 7 - 0 by roll-call vote.

**Council Administrator Report**

Ruth Dillon attended a meeting with Joe Spencer and others regarding the Utah Finance Authority.

**Presentations**

**B. Presentation on Museum of Moab (John Foster, Director)**

Presentation cancelled.

**Discussion Items**

**C. Update and Discussion on Sand Flats Office Relocation (Andrea Brand, SFRA Director)**

Sand Flats Recreation Area Director Andrea Brand gave an update of the Sand Flats operations relocation process.

**D. Discussion on Calendar Items and Public Notices (Bryony Chamberlain, Council Office Coordinator)**

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

**E. Approving Demolition of House on the County-owned Property at 180 East 100 North (Andrea Brand, SFRA Director)**

**MOTION:** Motion by Council Member Lynn Jackson to approve the demolition of the house of the county-owned property at 180 East 100 North, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Chris Baird carried 7 – 0.

**F. Approving Bid Award for Metal Awning Over Fuel Station at the Grand County Road Department in the Amount of \$22,262, \$7,262 of which is Unbudgeted (Glen Arthur, Assistant Road Supervisor)**

**MOTION:** Motion by Council Member Chris Baird to approve the bid award from Moab Construction for the metal awning over the fuel station at the Grand County Road Department in the amount of \$22,262, out of the 2016 Budget, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

**G. Approving Relinquishment of County Rights-of-Ways of Class B Roads: Arco Fed D-1, Arco Fed C-1, Federal 20-R, and Tumbleweed #27-3 (Bill Jackson, Road Supervisor)**

**MOTION:** Motion by Council Member Chris Baird to relinquish County rights-of-way of the following Class B roads; Arco Fed D.-1, Arco Fed C-1, Federal 20-R, and Tumbleweed #27-3, notify the BLM to proceed with reclamation of same, and authorize the Road Department to file submission of title 5 application of Tumbleweed #27-3, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

**H. Approving Proposed Remodel by Redtail Aviation, Lessee, of the County-owned ‘Hangar B’ at Canyonlands Field (Judd Hill, Airport Manager)**

**MOTION:** Motion by Council Member Ken Ballantyne to approve the County allowing Redtail Aviation to remodel the office and parts area of the County-owned Hangar B at Canyonlands field at Redtail’s expense, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

**I. Approving 911 System Agreement between Citizen Telecommunications Company of Utah “Frontier” and Grand County for Frontier Voice E911 Customer Premise Equipment and Maintenance Services, Retroactive from July 26, 2011 through July 25, 2016, Postponed from November 17, 2015 (Rick M. Bailey, Grand County Emergency Management Director)**

**MOTION:** Motion by Council Member Chris Baird to approve the 911 system agreement between Citizens Telecommunications Company of Utah “Frontier” and Grand County for Frontier Voice E911 Customer Premise Equipment and Maintenance Services retroactive from July 26, 2011 through July 25, 2016 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

**J. Approving Partial or Full Refund of Penalty, or Tax Credit to be Applied to 2016 Taxes, on Four Privately Owned Parcels (Castle Valley Resident, Flora Najafi)**

**MOTION:** Motion by Council Member Chris Baird to credit Flora Najafi’s account \$40.00. Motion seconded by Council Member Rory Paxman. Council Chair Tubbs is concerned that making an exception for one citizen sets precedence to other tax payers. Motion carried 4 – 3 with Council Members Tubbs, Ballantyne and Jackson opposed.

**K. Adopting Proposed Resolution Approving a Conditional Use Permit Application for Mill Creek RV Park, Located at 1285 Arnel Lane (Corner of Arnel Lane and Holyoak) in a Highway Commercial Zone District (Community Development Representative)**

Discussion occurred regarding whether the entrance of the property should be located from Arnel or Holyoak Lanes. Issues of safety, traffic, accessibility and efficiency of the layout were discussed.

**MOTION:** Motion by Council Member Lynn Jackson to adopt the proposed resolution approving a conditional use permit application for Mill Creek RV Park, located at 1285 Arnel Lane, in a highway commercial zone district with the following conditions:

1. Applicant shall provide cut sheets for all exterior lighting to comply with Sec 6.6 of the Grand County Land Use Code at building permit.
2. No walls, building, or obstruction in excess of four feet in height shall be placed on any corner lot within a triangular area formed by the property line and a line connecting them at point 30 feet from the intersection of the property lines;
3. Due to the proximity to residential properties, two policies shall be instituted:
  - a. No outside burning and
  - b. Noise curfew of 10:00 p.m.
4. With access will be off of Holyoak lane.

And authorize the chair to sign all associated documents. Motion seconded Council Member Ken Ballantyne.

**MOTION:** Substitute motion by Council Member Chris Baird to adopt the proposed resolution the same as above except to specify Condition 4 to have the ingress and egress to go off of Arnel Lane with the option of having an exit only on Holyoak Lane. Motion seconded by Council Member Mary

McGann carried 4 – 2 with Council Members Jackson and Paxman opposed and Hawks abstaining from the vote.

**L. Adopting Proposed Resolution Approving a Conditional Use Permit Application for Expansion of the Moab Rim Campground in a Highway Commercial Zone District, Located at 1900 South Highway 191 (Community Development Representative)**

**MOTION:** Motion by Council Member Chris Baird to adopt the proposed resolution approving a conditional use permit application for expansion of Moab Rim Campground, located at 1900 South Highway 191, as submitted, with the condition of updating the site plan indicating screening (opaque fence, wall, berm) to be located on the west side of the property, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 7 – 0.

**M. Adopting Proposed Resolution Approving a Conditional Use Permit for Expansion of Day Star Seventh Day Adventist Academy School Campus Located at 320 Castleton Road, Castle Valley, Utah (Community Development Representative)**

**MOTION:** Motion by Council Member Ken Ballantyne to approve a Conditional Use Permit application adopting the expansion of Day Star Seventh Day Adventist Academy school campus, located at 320 Castleton Road, Castle Valley, Utah, with the condition of approval by the State Sanitarian on the revised septic system for the site prior to building approval, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

**N. Adopting Proposed Resolution Amending the 2015 Budget (Diana Carroll, Clerk/Auditor)**

**MOTION:** Motion by Council Member Rory Paxman to approve the proposed resolution to adopt the 2015 Grand County Budget, as amended, with corrections, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Chris Baird carried 7 – 0.

**O. Adopting Proposed Resolution Approving the 2016 Budget (Diana Carroll, Clerk/Auditor)**

**MOTION:** Motion by Council Member Chris Baird to approve the proposed resolution to adopt the 2016 Grand County Budget, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 6 – 1 with Council Member Jackson opposed.

**P. Approving Recommendations to Governor Herbert's Office for Filling Three Vacancies of the Local Water Conservancy District Board (Ruth Dillon, Council Administrator)**

**MOTION:** Motion by Council Member Mary McGann to recommend to Governor Herbert that Brian Backus, Jerry McNeely, and Preston Paxman be re-appointed to fill the Water Conservancy District Board vacancies, each with new terms expiring January 31, 2020. Motion includes forwarding the letter of recommendation to Governor Herbert's Office for same, authorizing the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 6 – 0 with Council Member Paxman abstaining from the vote.

**Consent Agenda- Action Items**

**Q. Approving Proposed Agreement with Zurich Brothers for Toilet Pumping and Cleaning Services at Sand Flats Recreation Area**

**R. Approving 2016 Planning Grant Application with Utah Hazardous Materials Emergency Preparedness (HMEP), Utah Division of Emergency Management**

**S. Approving Award for the Citizen Corps Supplemental Grant, State Homeland Security Program, in the Amount of \$3000 for the Performance Period October 16, 2015 through June 30, 2016**

**T. Approving Annual Meeting Schedule for County Council**

**U. Ratifying the Chair's Signature on a Memorandum of Understanding between Washington County Sheriff's Office and Grand County Sheriff's Office for the Purpose of Facilitating the Establishment of the County Jail Screening Process**

**V. Ratifying the Right of Way Application to the Bureau of Land Management to Construct a Colorado River Water Load Out Facility Located at Approximately MP 14 on SR-279 (Potash Road), such Application Inadvertently Left Out of the August 4, 2015 Council Packet**

**MOTION:** Motion by Council Member Ken Ballantyne to approve the Consent Agenda as presented. Motion seconded by Council Member Chris Baird carried 7 – 0.

## **Public Hearings- Possible Action Items**

### **W. Public Hearing to Hear Public Input on a Proposed Rezone of Property from Rural Residential (RR) to Small Lot Residential (SLR), Located at 3552 Spanish Valley Drive (Directly East of Old Spanish Trail Arena) (Community Development Representative)**

This application is submitted by the property owners, Gary and Judy Carmichael (Applicants), who are seeking a rezone from Rural Residential (RR) to Small Lot Residential (SLR). The area proposed for rezone consists of 20 acres of vacant land located on Spanish Valley Drive, north of Rim Village. Surrounding properties are zoned RR (1 unit/acre) and MFR-PUD (2,200 square foot condominium sites). In 1998, at the time of approval, the MFR-PD was designated as the R-3 zone district and eventually became Rim Village.

The Planning Commission reviewed the application at their November 11, 2015 meeting and forwarded a recommendation to deny the rezone application. Included in the recommendation were possible courses of action for Council consideration to approve the rezone, deny the rezone or table the application for additional comment and review.

Property owner Judy Carmichael introduced the application and gave background information regarding the property. Development plans include a standard 70 unit subdivision without planned unit development stipulations.

The Public hearing opened at 6:20 p.m.

Ludean Merritt, presented a letter from the Beeman family, who she represents and are adjacent property owners.

Planning Commissioner Joe Kingsley spoke in favor of the rezone.

Council Member Baird spoke regarding a component of the General Plan that could be applied.

Council Member McGann and Planning Commission liaison, spoke of concerns about the Carmichael vision, not if it (the property) were sold.

Council Member Jackson spoke of the need for two types of homes low and middle income, and stated this project would work for middle income housing.

Council Member Ballantyne spoke of issues residents in that area have regarding Spanish Valley Drive.

Rachel Moody spoke in favor of increasing density in Spanish Valley and connectivity.

OSTA Manager Steve Swift spoke in favor of the rezone and the possibility of providing needed access to water at OSTA.

Council Member Baird spoke regarding the difference between affordable and low income housing and the need for middle income housing.

Property owner, Gary Carmichael, spoke regarding travel on Spanish Valley Drive.

The Public Hearing closed at 6:56 p.m. Written comments will be accepted until December 30 at 5:00 p.m.

Council Member Paxman was excused at 6:40 p.m.

### **X. Public Hearing to Hear Public Input on Potential Projects for which Funding May Be Applied Under the State's 2016 Community Development Block Grant (CDBG) Program (Ruth Dillon, Council Administrator)**

The purpose of this public hearing is to solicit citizen input and to provide information to the public on the amount of State CDBG funds expected to be available for projects in 2016 and the range of projects that may be undertaken with CDBG funds.

Council Member Hawks spoke as an employee of Seekhaven regarding the need for transitional housing.

Community Development Director Zacharia Levine spoke regarding the use of CDBG funds for an economic development action plan.

OSTA Manager Steve Swift spoke regarding ADA access at the arena.

Emergency Management Director Rick Bailey spoke regarding the use of CDBG fund for EMS to use for the purchase of an ambulance.

Council Member McGann spoke regarding the need for mulching equipment at Solid Waste.

The Public Hearing closed at 7:13 p.m. Written comments will be accepted until December 30 at 5:00 p.m.

### **General Council Reports and Future Considerations**

Council Member McGann

- The Planning Commission will be working on a project that will receive lots of public input.
- Solid Waste will be holding a public hearing on proposing rate changes.

Council Member Jackson

- There will be a workshop for writers of County Resource Management Plans
- The Transportation Special Service District will review the executive summary on the Book Cliff economic development.

Council Chair Tubbs

- Attended a CAT fire meeting, CCP and JRI meetings.
- Will attend the upcoming LEPC meeting.

Council Member Baird

- Attended a BLM meeting and spoke briefly about working on road issues in Castle Valley.

### **Adjourn**

The meeting was adjourned at 7:35 p.m.

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Grand County Council Chair

### **ATTEST:**

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Diana Carroll  
Grand County Clerk/Auditor

**GRAND COUNTY COUNCIL  
Special Meeting  
125 East Center Street  
Moab, Utah**

**December 21, 2015**

The Grand County Council met in Special 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 Chair Elizabeth Tubbs at 6:01 p.m. In attendance were Council Members Tubbs, Baird, Paxman (via telephone) Hawks, and McGann along with Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Members Jackson and Ballantyne were absent. The Pledge of Allegiance was led by Council Member Mary McGann.

**Action Items – Discussion and Consideration of:**

**A. Approval of 2016 Liability, Auto, Property and Workers Compensation Coverage**

**MOTION:** Motion by Council Member Chris Baird to approve the proposed liability, auto, property and workers compensation coverage policy terms and conditions as presented and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 5 – 0.

**Public Hearings – Possible Action Items**

**B. Public Hearing to Hear Public Input on Adopting a Proposed Ordinance to Enact the County Option Sales and Use Tax on all Sales Except Food for Grand County, Moab City, and Castle Valley Town (Ruth Dillon, Council Administrator)**

The purpose of the ordinance is to enact the sale and use tax for highways and public transit that the Utah Legislature authorized in HB 362 in 2015. At the general election held November 3, 2015, the majority of Grand County's registered voters who voted on the imposition of the new sales and use tax voted in favor of the imposition of the tax. The new tax will have a rate of one-quarter of one percent (0.25%) and will take effect on April 1, 2016.

There were no comments from the public. The public hearing ended at 6:10 p.m.

**MOTION:** Motion by Council Member Chris Baird to suspend the Council rules and consider action at tonight's meeting. Motion seconded by Council Member Mary McGann carried 5 – 0.

**MOTION:** Motion by Council Member Mary McGann to adopt the ordinance to enact the County option sales and use tax on all sales except food for Grand County, Moab City and Castle Valley Town and authorize the Chair to sign all associated documents. Motion seconded by Council Member Chris Baird carried 5 – 0.

**ADJOURN**

The meeting was adjourned at 6:14 p.m.

\_\_\_\_\_  
Grand County Council Chair

**ATTEST:**

\_\_\_\_\_  
Diana Carroll  
Grand County Clerk/Auditor

# January 2016

December 2015							February 2016								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5			1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13		
13	14	15	16	17	18	19	14	15	16	17	18	19	20		
20	21	22	23	24	25	26	21	22	23	24	25	26	27		
27	28	29	30	31			28	29							

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	<b>New Years Day</b> ● 8:00AM County Offices Closed	2
3	● 1:00PM Affordable Housing Task Force (Chambers) ● 4:00PM Noxious Weed Control Board (Grand Center) ● 5:00PM Airport Board (Chambers)	● 8:30AM Safety & Accident Review Committee (Chambers) ● 2:30PM Developer Finance Tools Workshop (Chambers) ● 4:00PM County Council Meeting (Chambers)	6	7	● 10:00AM Historical Preservation Commission (Grand Center)	9
10	● 12:30PM Council on Aging (Grand Center) ● 7:00PM Conservation District (Youth Garden Project)	● 12:00PM Trail Mix Committee (Grand Center) ● 2:00PM USU Advisory Board (USU Moab) ● 3:00PM Travel Council Advisory Board (Chambers) ● 5:30PM OSTA Advisory Committee (OSTA) ● 6:00PM Cemetery Maintenance District (Sunset Memorial) ● 6:00PM Transportation SSD (Road Shed)	● 6:00PM Planning Commission (Chambers)	● 4:00PM Solid Waste Management SSD (District Office) ● 5:30PM Library Board (Library) ● 6:00PM Thompson Springs Fire District (Thompson) ● 7:00PM Thompson Springs Water SSD (Thompson)	15	16
17	<b>Martin Luther King</b> ● 8:00AM County Offices Closed	● 12:00PM Chamber of Commerce (Zions Bank) ● 2:00PM Development Process Workshop (Chambers) ● 4:00PM County Council Meeting (Chambers)	● 9:00AM Moab Area Watershed Partnership (Water District Office) ● 12:00PM Housing Authority Board (City Chambers) ● 6:00PM Recreation SSD (City Chambers)	● 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) ● 7:00PM Grand Water & Sewer Service Agency (District Office)	22	23
24	25	● 2:45PM Mental Health Board (Green River) ● 3:00PM Moab Tailings Project Steering Committee (Chambers) ● 5:00PM Public Health Board (Green River)	● 1:00PM Homeless Coordinating Committee (Zions Bank) ● 6:00PM Planning Commission (Chambers)	● 1:00PM Association of Local Government (ALG) (Price)	● 11:30AM Joint City/County Council Meeting (City Chambers)	30
31	● 5:00PM Airport Board (Chambers)	● 8:30AM Safety & Accident Review Committee (Chambers) ● 4:00PM County Council Meeting (Chambers)	3	● 5:30PM Mosquito Abatement District (District Office) ● 7:00PM Grand Water & Sewer Service Agency (District Office)	5	6

# February 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	<ul style="list-style-type: none"> <li>5:00PM - 5:00PM Airport Board (Chambers)</li> </ul> 1	<ul style="list-style-type: none"> <li>8:30AM - 8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul> 2	3	<ul style="list-style-type: none"> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul> 4	5	6
7	<ul style="list-style-type: none"> <li>12:30PM - 12:30PM Council on Aging (Grand Center)</li> <li>7:00PM - 7:00PM Conservation District (Youth Garden Project)</li> </ul> 8	<ul style="list-style-type: none"> <li>12:00PM - 12:00PM Trail Mix Committee (Grand Center)</li> <li>3:00PM - 3:00PM Travel Council Advisory Board (Chambers)</li> <li>5:30PM - 5:30PM OSTA Advisory Committee (OSTA)</li> <li>6:00PM - 6:00PM Cemetery Maintenance District (Sunset Memorial)</li> <li>6:00PM - 6:00PM Transportation SSD (Road Shed)</li> </ul> 9	<ul style="list-style-type: none"> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> </ul> 10	<ul style="list-style-type: none"> <li>4:00PM - 4:00PM Solid Waste Management SSD (District Office)</li> <li>6:00PM - 6:00PM Thompson Springs Fire District (Thompson)</li> <li>7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)</li> </ul> 11	12	13
14	<b>President's Day</b> <ul style="list-style-type: none"> <li>8:00AM - 5:00PM County Offices Closed</li> </ul> 15	<ul style="list-style-type: none"> <li>12:00PM - 12:00PM Chamber of Commerce (Zions Bank)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul> 16	<ul style="list-style-type: none"> <li>12:00PM - 12:00PM Children's Justice Center Advisory Board (City Chambers)</li> <li>12:00PM - 12:00PM Housing Authority Board (City Chambers)</li> <li>6:00PM - 6:00PM Recreation SSD (City Chambers)</li> </ul> 17	<ul style="list-style-type: none"> <li>5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul> 18	19	20
21	22	23	<ul style="list-style-type: none"> <li>1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank)</li> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> </ul> 24	<ul style="list-style-type: none"> <li>1:00PM - 1:00PM Association of Local Government (ALG) (Price)</li> </ul> 25	26	27
28	29	<ul style="list-style-type: none"> <li>8:30AM - 8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul> 1	2	<ul style="list-style-type: none"> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul> 3	4	5

# Make a difference in your community ...

## Become a Grand County

# Board or District Volunteer

**NOTICE OF COUNTY BOARD END OF THE YEAR VACANCIES for Citizen Participation.** The following *Grand County Boards, Commissions & Committees* will have vacancies at year end. Must reside in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance. Applications are due: **Until Filled**

COUNTY BOARD, COMMISSION OR COMMITTEE	VACANCIES	TERM EXPIRATION
Airport	2 1	12/31/2019 12/31/2017
Historical Preservation Commission (May reside in Grand, Emery or San Juan County)	2	12/31/2019
Library Board	2	12/31/2019
Grand County Planning Commission (Must be a resident and a registered voter of Grand County for at least 2 yrs prior to serving)	2	12/31/2019
Moab Area Travel Council Advisory Board (Must represent the local hotel & lodging industry; restaurant industry; recreational facilities; conventional facilities; museums; cultural attractions; or other tourism-related industries)	1	12/31/2019
Noxious Weed Control Board	1	12/31/2019
Housing Authority of Southeastern Utah (may reside in Grand or San Juan County)	1	12/31/2020

**NOTICE OF DISTRICT BOARD END OF THE YEAR VACANCIES for Citizen Participation.** The following *District Boards* in Grand County will have vacancies at year end. Must reside in Grand County; must be a registered voter within the District; may not be an employee of the District. Applications are due: **Until Filled**

DISTRICT BOARD	Vacancies	Term Expiration
Transportation Special Service District (must reside in unincorporated Grand County)	1	12/31/2019
Moab Mosquito Abatement District	2	12/31/2019
Solid Waste Management Special Service District	1	12/31/2019
Grand County Special Service Water District	2	12/31/2019
Thompson Springs Special Service Fire District	1	12/31/2019

For more information call KaLeigh Welch at (435) 259-1346. Interested applicants shall complete the "Board, Commission, and Committee Certification and Application Form" available at <http://grandcountyutah.net/194/Boards-Commissions-Committees> or at the County Council's Office. Completed forms may be emailed to [council@grandcountyutah.net](mailto:council@grandcountyutah.net) or delivered to Grand County Council Office, 125 E Center, Moab, UT 84532 by Wednesday, October 28, 2015. The County Council will begin making appointments for these volunteer positions during a regular Council meeting at the beginning of the New Year.

Board member responsibilities and board meeting dates are available at <http://grandcountyutah.net/194/Boards-Commissions-Committees>



## Employment Opportunities

### **GCSO Corrections Officer**

Posted December 30, 2015 8:00 AM | Closes January 18, 2016

Apply Online Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a sworn member of the Sheriff's Office whose work... [Full Description](#)

### **GCSO Patrol Deputy**

Posted December 30, 2015 9:00 AM | Closes January 18, 2016

Apply Online Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff performs a variety of entry-level professional and technical... [Full Description](#)

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item: E

<b>TITLE:</b>	Approving Additions to the 2015 Property Tax Abatements and Cancelations.
<b>FISCAL IMPACT:</b>	The impact, which is spread across all taxing entities, is \$38,585.78 of which \$1,940.28 will be reimbursed by the State for a final impact of \$36,645.50.
<b>PRESENTER(S):</b>	Chris Kauffman, Grand County Treasurer

**Prepared By:**

Chris Kauffman  
Grand County  
Treasurer  
435-259-1338  
ckauffman@grandco  
untyutah.net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the additional 2015 property tax abatements and cancellations as presented, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The Council approved abatements and cancelations during the October 6<sup>th</sup> meeting prior to tax bills being mailed. The additional abatements and cancelations will cover everything from 10-6-2015 to 12/31/2015.

A handful of additional real property abatements for disabled veterans and low income seniors were accepted totaling \$3,060.94. \$1,940.28 of which will be reimbursed by the State. There were no more abatements for personal property but there were \$18.74 worth of additional write-offs for small discrepancies.

Real property cancelations total \$35,506.10 of which \$28,508.71 resulted from one successful appeal by a taxpayer to the Tax Commission. The remaining cancelations are detailed in the attachments and include \$113.41 in recommended penalty cancelation, \$5.32 in short payment write-offs, and \$6,878.66 in various other cancelations.

**ATTACHMENT(S):**

Grand County Auditor's District/Entity Abatement Report (Real Property covering all of 2015)

Real Property Short Payment, Penalty and Other Cancelations.

# GRAND COUNTY

12/28/2015

## Auditor's District/Entity Abatement Report

3:35:16PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
001 MOAB CITY	0.010731				
		CIRCUIT BREAKER	53	26,681.42	2,486,392
		COMMISSION ADJUSTMENT	6	4,325.98	403,130
		INDIGENT	40	8,614.35	802,754
		20% CIRCUIT BREAKER	47	16,072.33	1,497,748
		VETERANS	24	23,449.70	2,185,230
		<b>District Totals:</b>	<b>170</b>	<b>79,143.78</b>	<b>7,375,254</b>
002 SPANISH VALLEY	0.010731				
		BLIND	3	370.23	34,500
		CIRCUIT BREAKER	53	26,582.44	2,477,169
		COMMISSION ADJUSTMENT	5	3,812.14	355,246
		INDIGENT	34	8,599.63	801,384
		20% CIRCUIT BREAKER	38	11,970.54	1,115,513
		VETERANS	17	14,507.13	1,351,891
		<b>District Totals:</b>	<b>150</b>	<b>65,842.11</b>	<b>6,135,703</b>
003 MOAB CITY MMA	0.010731				
		CIRCUIT BREAKER	1	939.00	87,503
		COMMISSION ADJUSTMENT	1	0.41	38
		20% CIRCUIT BREAKER	1	104.25	9,715
		<b>District Totals:</b>	<b>3</b>	<b>1,043.66</b>	<b>97,256</b>
004 COUNTY GENERAL	0.009928				
		CIRCUIT BREAKER	1	348.31	35,084
		COMMISSION ADJUSTMENT	2	1.56	157
		VETERANS	3	1,608.44	162,011
		<b>District Totals:</b>	<b>6</b>	<b>1,958.31</b>	<b>197,252</b>
005 ELGIN MOSQUITO ABATEMENT	0.009928				
		CIRCUIT BREAKER	1	513.43	51,715
		<b>District Totals:</b>	<b>1</b>	<b>513.43</b>	<b>51,715</b>
006 CASTLE VALLEY FIRE	0.010375				
		COMMISSION ADJUSTMENT	2	170.42	16,426
		<b>District Totals:</b>	<b>2</b>	<b>170.42</b>	<b>16,426</b>
007 THOMPSON WATER DISTRICT	0.009928				
		COMMISSION ADJUSTMENT	2	1.30	131
		VETERANS	1	46.41	4,675
		<b>District Totals:</b>	<b>3</b>	<b>47.71</b>	<b>4,806</b>
008 GREEN RIVER CITY	0.009817				
009 TOWN OF CASTLE VALLEY	0.012465				
		BLIND	1	143.35	11,500
		CIRCUIT BREAKER	13	7,233.90	580,339
		INDIGENT	7	1,728.08	138,635
		20% CIRCUIT BREAKER	9	2,629.52	210,952
		VETERANS	7	9,485.06	760,934
		<b>District Totals:</b>	<b>37</b>	<b>21,219.91</b>	<b>1,702,360</b>
011 ARCHES SPECIAL SERVICE DISTRICT	0.010731				
021 DIST 21	0.010731				
		COMMISSION ADJUSTMENT	1	546.98	50,972
		<b>District Totals:</b>	<b>1</b>	<b>546.98</b>	<b>50,972</b>

# GRAND COUNTY

12/28/2015

## Auditor's District/Entity Abatement Report

3:35:16PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
022 DIST 22	0.010731	COMMISSION ADJUSTMENT	2	385.07	35,883
		<b>District Totals:</b>	<b>2</b>	<b>385.07</b>	<b>35,883</b>
023 DIST 23	0.010731	COMMISSION ADJUSTMENT	2	216.71	20,195
		<b>District Totals:</b>	<b>2</b>	<b>216.71</b>	<b>20,195</b>
024 DIST 24	0.009928	COMMISSION ADJUSTMENT	3	29,798.11	3,001,421
		<b>District Totals:</b>	<b>3</b>	<b>29,798.11</b>	<b>3,001,421</b>
025 DIST 25	0.009928	COMMISSION ADJUSTMENT	1	54.02	5,441
		<b>District Totals:</b>	<b>1</b>	<b>54.02</b>	<b>5,441</b>
026 DIST 26	0.010375	COMMISSION ADJUSTMENT	1	88.81	8,560
		<b>District Totals:</b>	<b>1</b>	<b>88.81</b>	<b>8,560</b>
027 DIST 27	0.009928	COMMISSION ADJUSTMENT	1	165.85	16,705
		<b>District Totals:</b>	<b>1</b>	<b>165.85</b>	<b>16,705</b>
028 DIST 28	0.009817				
029 DIST 29	0.012465	COMMISSION ADJUSTMENT	1	122.16	9,800
		<b>District Totals:</b>	<b>1</b>	<b>122.16</b>	<b>9,800</b>
031 STATE ASSESSED & SVWS & MC	0.010731	COMMISSION ADJUSTMENT	1	32.58	3,036
		<b>District Totals:</b>	<b>1</b>	<b>32.58</b>	<b>3,036</b>
034 STATE ASSESSED & SVWS	0.009928	COMMISSION ADJUSTMENT	1	3.25	327
		<b>District Totals:</b>	<b>1</b>	<b>3.25</b>	<b>327</b>
038 STATE ASSESSED & GRC & EMA	0.009817				
048 STATE ASSESSED & GRC	0.009817				
		BLIND	4	513.58	46,000
		CIRCUIT BREAKER	122	62,298.50	5,718,202
		COMMISSION ADJUSTMENT	32	39,725.35	3,927,468
		INDIGENT	81	18,942.06	1,742,773
		20% CIRCUIT BREAKER	95	30,776.64	2,833,928
		VETERANS	52	49,096.74	4,464,741
		<b>Grand Totals:</b>	<b>386</b>	<b>201,352.87</b>	<b>18,733,112</b>

**Real Property Short  
Payments Canceled**

**2015**

Parcel	Amount	Notes
07-21-49	\$1.00	Wrote wrong amount on check
06-SOR-25	\$0.04	Wrote wrong amount on check
02-17-161	\$0.03	Wrong amount on check
2-SCD-17	\$0.20	Wrong amount on check
03-0035-0133	\$0.41	Wrong amount on check
02-0012-0002	\$0.77	Wrong amount on check
1.MMV.51	\$1.00	Wrong amount on billpay
10-20-51	\$0.67	Wrong amount on check
1-PRV-24	\$0.01	Wrong amount on billpay
4-16-18	\$0.89	Wrong amount
7.21.86	\$0.30	Under paid in February

Total

\$5.32

**Real Property  
Recommended Late  
Payment Penalty  
Cancelations      2015**

Parcel	Amount	Notes
2-27-38 2-27-45	\$33.55	Before deadline, taxpayer explained that they wouldn't have enough money but were selling the property and closing in early December.
1-MWA-51 1-MMV-87	\$20.00	Before deadline, explained that husband recently died and wouldn't have enough money until mid Dec when Social Security check comes in.
9-0-104 9-0-105	\$39.86	Address change was incorrectly entered by Grand County to take effect in 2016 and taxpayer did not receive bill.
2-27-42	\$10.00	Numerical amount on check correct but longhand amount incorrect and bank would not accept full amount.
1-DHE-2	\$10.00	Numerical amount on check correct but longhand amount incorrect and bank would not accept full amount.

Total                      \$113.41

**Real Property Other Tax  
Cancelations      2015**

Parcel	Amount	Notes
1-PRK-4	\$162.69	Tax canceled for buyer USU, which is an exempt organization.
2-22-46	\$ 1,908.91	Taxpayer given residential exemption by Assessor after tax roll was finalized.
2-JUN-2	\$ 1,902.23	Taxpayer given residential exemption by Assessor after tax roll was finalized.
Various Pacifcorp	\$2,904.83	State mandated (59-2-1110) pumping plant exemptions. Exempts the portion of electrical power used to pump irrigation water
24-XST-310	\$28,508.71	Taxpayer IACX Energy successfully appealed state assessed valuation and received a substantial reduction.

Total              \$35,387.37

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item:F

<b>TITLE:</b>	Approving Proposed Contract Award for Ambulance Billing Services
<b>FISCAL IMPACT:</b>	4.5% of actual money collected from billed services (estimated of \$27,000.00) is in the budget
<b>PRESENTER(S):</b>	Andy Smith, Director Grand County EMS

**Prepared By:**

Andy Smith  
 Director  
 Grand County EMS

**FOR OFFICE USE ONLY:**

**Attorney Review:**

In Progress

**RECOMMENDATION:**

I move to approve Proposed contract award to Health Services Integration (HSI) for ambulance billing services, pending legal review, and authorize the chair to sign all associated documents.

**BACKGROUND:**

Grand County EMS has seen the need to change ambulance billing companies. In December EMS put out of an RFP for those services. Nine bids were received; the department reviewed all bids and ended up deciding on HSI. HSI was the second lowest cost option, with the first being our current billing company. HSI offers many advantages including full electronic billing, online access to view current collections rates and accounts, and experience with international collections. We feel HSI is a good fit the agency.

**ATTACHMENT(S):**

1. Comparison Chart
2. HSI proposal
3. Billing agreement
4. RFP and Notice

Ambulance Billing comparison Chart

Company name	State	Cost of service	Estimated Cost of service per year	Bill for services in Utah	Bill within the intermountain west	Bill for services of similar size
JCI	UT	35 per claim	21,000	Yes	Yes	Yes
HIS	CA	4.50%	27,000	No	Yes	Yes
Emergency Revenue Resources	TX	5%	30,000	No	No	Yes
Low Country	SC	5%	30,000	No	No	yes
Gold Cross	UT	5.50%	33,000	Yes	Yes	yes
Sole Stone	MT	7%	42,000	No	Yes	yes
McKesson	GA	8.50%	51,000	Yes	Yes	Yes
AMBU Bill	NY	9%	54,000	No	No	Yes
AMB	KY	9%	54,000	No	No	Yes

1450 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405



Comprehensive EMS Claims Management

**Hugo Winstead**

*Business Development Director*  
hugo\_winstead@HSIHealth.com  
(310) 497-3258

**RFP Bid Proposal  
Emergency Medical Billing Services**

December 4, 2015

Diana Carrol  
Clerk /Auditor  
125 E. Center Street  
Moab, UT 84532



December 4, 2015

Attn: **Andy Smith**  
125 E. Center Street  
Moab, UT 84532

Dear Mr. Smith,

Thank you for the opportunity to submit this proposal in response to the Grand County EMS RFP dated November 25, 2015. We are excited at the prospect of fulfilling your Emergency Medical Billing Services RFP. We fully intend to comply with the requirements of the RFP. Our quoted pricing reflects the full cost of our services and will remain fixed for the duration of the contract term. This proposal has not been made in collusion with any other person or entity submitting a similar proposal and HSI has no known affiliation with any Grand County EMS employee, administrator, or board member.

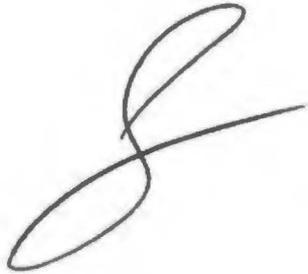
HSI is an industry-leading EMS billing service provider that offers efficient and dependable billing services, professional customer service, and a user-friendly and powerful proprietary software platform. Our services enable our customers to achieve a timely and high rate of reimbursement.

The HSI management team has over 125 years combined operational and leadership experience in the patient transport marketplace. We currently manages \$300 million in collections for our clients each year each year for a range of customers.



We look forward to discussing our proposal with you in more detail. Should you have any questions or would like to schedule a time for an in-person presentation, please reach out to Hugo Winstead, Business Development Director, by phone (310) 497-3258 or email [hugo\\_winstead@HSIHealth.com](mailto:hugo_winstead@HSIHealth.com). Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'M Franks', written in a cursive style.

Michael Franks  
Chief Executive Officer

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## INTRODUCTION, OVERVIEW, QUALIFICATIONS & EXPERTISE

HSI has been providing EMS revenue cycle management services on a national level since 1999, our expertise is 100% focused on EMS revenue cycle management. Our billing staff is in excess of 80 billing professionals. Our methodology is a sharp focus on deployment of leading edge technology and proprietary billing software that has been in place since the inception of the company. This software allows HSI to provide specific data analytics, which permits a deep understanding as to what is required to optimize our performance, and deliver measurable, highly visible, and superior results for our customers.

HSI is the most results oriented, highly accountable revenue cycle management company in the industry. HSI manages \$300 million in collections for our clients each year. HSI is growing at a double-digit percentage per year for the past 5 years. This high level of fiscal performance affords HSI the ability for continuous investment in our capabilities and processes, which has a direct positive result on customer's fiscal success. HSI has reported increasing profitability each year for the past 10 years.

HSI is based in Santa Rosa, California and was founded in 1999 to address unmet Emergency Medical Services (EMS) revenue cycle and operational support needs. HSI has placed emphasis on enhancing and deploying leading edge technology and data analytics to allow HSI to have a deep understanding as to what is required to optimize performance and to deliver measurable and highly visible, superior results to our partners. HSI has a passion to improve the throughput, process, and success of our business on behalf of our clients, customer, and associates. Deploying HSI's unique business intelligence tools removes assumptions concerning what is happening in customer markets. HSI monitors similar KPI's and analytics internally; we track and measure processes and productivity, we then analyze results to improve our performance that ultimately drives higher level of performance to customer results. With over 125 years combined operational and leadership experience in the patient transport marketplace, the HSI team deeply understands the patient transport industry's operational and revenue performance challenges. Our goal is to maximize your revenue by delivering strategic solutions.

Please see [Appendix A](#) for brief biographical summaries of the HSI management team.

## SPECIFICATIONS & DESCRIPTION

### Information System Capabilities

The HSI IT systems have the capability to accept and download Grand County EMS Department's data in the format specifications defined by the City on a daily basis. HSI has experience with many electronic patient care record (ePCR) formats, and will be able to integrate with ESO solutions.

Electronically transmitted data is encrypted to government standards or redacted to ensure privacy. Any and all access to patient information databases is username and password protected.

HSI has the capability to send and manage claims electronically directly from the billing systems utilizing a series of developed API's. HSI will provide a solution for the necessary transfer of data to and from Grand County EMS ePCR and other systems to support both transport and charge reconciliation. There will be no additional software requirements or costs associated with this process for Grand County EMS.

Our Revenue Performance Manager (described below) serves as an electronic document storage system for all required documents such as electronic patient care records, physician certification statements, consent forms, letters of medical necessity, and copies of appeal letters. This document storage service is included and carries no additional charge to Grand County EMS.

## Revenue Performance Manager – Operational & Process Improvements

Unlike other revenue cycle providers who solely rely on their employees to determine the most effective process to code, bill and collect, HSI has made significant capital investments to develop a proprietary work-flow system known as “Revenue Performance Manager” (RPM), which is a key source of our competitive advantage.

The RPM system is comprised of two components:

1. Knowledge Rules Engine that “learns” to maximize the revenue of each claim in the shortest period; and
2. activity management system that delivers and tracks actionable tasks to HSI employees

The Knowledge Rules Engine is based on a number of variables, including:

- Responsible party (Plan, Payer, Patient)
- Dollar amount of claim
- Time the claim has been at a particular stage of the process
- Claim status

The activity management system is monitored via an internal dashboard that allows our operations leaders to review and scrutinize each claim and its progress to ensure our service standards are met and our customers’ results are maximized. The visibility afforded by the activity management system also enables operations leaders to allocate human resources to maximize performance, such as ensuring that:

- The right person is working on the right claim at the right time

- Clear determination of task priorities of individual claims
- No “overdue” process steps occur

Claims are managed through embedded algorithms based on the claim type, its dollar value, the primary payer, and our partner’s preferences. As a result, time intervals between process flows and individual work items are variable depending on the above criteria.

During the entire claim lifecycle, the RPM system is continuously examining the status of the claim, taking inputs from our staff and making decisions about what appropriate action(s) should be taken to ensure the claim is taking the fastest path to payment at the highest allowable revenue amount. The RPM system along with our highly skilled and experienced staff allows HSI to collect a higher revenue/transport than our competitors and to deliver superior performance for our partners.

## Billing Process

We review all submitted documentation for any discrepancies or problems. If any are found, we will electronically notify Grand County EMS through our Discrepancy Liaison to resolve the discrepancy via HSI’s web-based Discrepancy Log.

### Pre-Submission

#### I. Validation of Patient’s Insurance Status

All patient insurance information is verified prior to submission of the claim. For claims where insurance information is not immediately available, the claim is electronically routed to our Payer Research Team for research. This team is specifically trained and dedicated to payer research. Their first and only priority is to identify “John Does” and to research, locate, and move claims to the appropriate

payer in the shortest time possible. The HSI payer research team utilizes cutting edge software provided by Passport Health for coverage discovery and insurance verification.

## II. HCPCS and ICD-9/10 Coding Procedures

The Entry and Coding team are responsible for the identification of the (1) appropriate response, (2) level of service, and (3) reason for transport. All claims will be reviewed prior to submission to ensure that these critical elements have been correctly coded.

HSI has been compliantly submitting electronic claims to Medicare, State Medicaid agencies, other government, and commercial payers for more than a decade. Our managers and staff are Certified Ambulance Coders and we employ a full-time Compliance Officer.

HSI software allows supervisors to easily monitor collections efforts to ensure that policies and procedures are being followed. In addition, HSI undergoes third-party compliance audits to ensure full compliance.

## III. Claims Processing

All claims will be reviewed prior to submission to ensure data entry is accurate and complete. To facilitate data entry, we work with our partners to establish electronic transmission of critical data points from their systems.

All primary payments are automatically reviewed against RPM rules to determine if primary payment was paid appropriately, and, if so, the current payer status changes to the secondary payer / private pay.

Our Payer Research team exhausts every avenue to identify a payer before committing the claim to the status of private pay, including using resources and external databases to identify billing insurance information. After the claim is confirmed to be private pay, the RPM system manages the flow of the claim. Once identified, we ensure compliance through application of an algorithm in the RPM system.

## **Quality Control**

HSI will submit every claim in less than 48 hours or the shortest possible time following receipt of complete documentation. We measure this interval for each claim and report the results as an average duration on our management dashboard. The claims can be reported into separate categories for Medicare, Medicaid, Insurance and Private Pay.

HSI's quality target is to ensure each claim goes to the right payer at the right address with no errors on the first submission. We monitor and manage this target by reporting:

- Any claim rejected by a payer.
- Any claim denied for what we call a 'technical' reason – i.e. due to an entry or coding error.

Even with our extensive technology, claim preparation is still a human process subject to inevitable human error. We commit to identify and correct any errors in the shortest possible time frame and conduct effective remedial training to continuously improve our processes and minimize future errors.

Each claim submitted must be submitted fully compliant with applicable payer rules and regulations. Our Quality Team uses a checklist to review each completed claim prior to submission to document and correct all errors in order to achieve this target. Errors are then reported back to the Entry Team in the form of remedial

training designed to continuously improve our processes and minimize future errors.

Every claim must be managed in accordance with a specific workflow designed for that claim type and in accordance with specific timelines designed to obtain payment in the shortest possible time. We monitor and manage this target by reporting all currently due, expiring and any overdue work items by claim status and taking appropriate action to maximize completion of work tasks on claims on a daily basis. We also conduct regular management scrutiny of open claims to ensure a high quality of claim management, and we conduct regular coaching and training for continuous improvement. Through internal discussion forums linked to each claim, we are able to ask questions, suggest actions, and note errors.

Monitoring and managing these quality targets and performance indicators results in optimization of our 'lag' performance indicators – the collection rate and speed of collections (DSO). These are the ultimate quality indicators and we track, trend, and report them monthly to our partners.

## **Submission of a Claim**

### Invoice / Statement Generation

Our experience suggests that the most effective process to notify patients is to send correspondence when a status change takes place on a particular claim. HSI will notify the patient of the event change and what impact it has on their responsibility for the claim. However, HSI will follow Grand County EMS's guidance on patient interaction.

## **Payment**

### Payment Posting

Timely posting is essential to ensuring up-to-date account information and timely action on denials or underpayments. Delayed response on denials or underpayments as well as the mailing of inaccurate or unnecessary invoices to patients is poor customer service, costly and inefficient. HSI ensures timely posting of payments to accounts, typically within 48 hours of receiving payment information. HSI will access a secured lock-box daily to post all receipts.

### Collections

Every attempt is made to work with the patient on past due accounts to avoid the collections process and claims are only moved to an outside collections agency with the express permission of the customer, either on a case-by-case basis or upon an agreed-upon formula determined during the integration training. During your transition to HSI, we will work with you to determine the types of payment plans you prefer to offer. Once determined, we ensure consistent application of your payment plans by embedding the rules in our RPM system. In some cases HSI customers have experienced an additional increase of 23% in cash collections and a decrease in denials of 8% including a downward trending DSO with-in the first 9 months.

### Appeals

From time to time, claims will inappropriately be denied and/or underpaid. When this occurs, HSI will electronically route the claim to our dedicated Appeals Team, which will manage the appeal process by working with requesting physicians, medical records departments, and sometimes client medical directors. We ensure superior appeals writing and results and we have an appeals workflow to ensure proper management of timelines.

## Reconciliations

HSI will also flag overpayments and these overpayments will be refunded on a timely basis.

A reconciliation of cash is performed each month as part of month-end close, detailing any variances between cash posted and cash deposited. All client accounts are reviewed monthly by the Chief Financial Officer of HSI.

## REPORTING

HSI has developed powerful, comprehensive reporting tools capable of providing straightforward and insightful information into billing performance. Grand County EMS will be provided access to real time data, reports and charts through HSI's "Client Portal", which will provide Grand County EMS the ability to generate reports with our drag-and-drop reporting tools with direct access to every field in our billing database, including the following fields:

- Gross Charges
- Net Collections
- Adjustments and write-offs by specific categories/reasons
- Collections per transport
- Payer Mix (collective, by destination facility, provider impression/condition, patients with high transport frequency)
- Billing lag analyses
- Denial reporting and trending
- Converting appeals to payments or denials (% of total denials overturned and paid or denied)
- Claim filing errors (front end rejection reporting)
- Aging reports by payer and age (0-30, 31-60, 61-90, etc.)
- Days in A/R
- Trend transport volumes by level of transport (ALS, BLS) and HCPCs Code
- Condition code, provider impression and dispatch reason trending
- Detailed documentation errors reports by medical personnel (must include: clinical, patient demographics and insurance data errors)
- Payment variances (underpayments and overpayments)
- Collections by payer and financial class
- Payment reports by both deposit date and payment posting date
- Patient complaints and resolution status
- Customer service metrics (hold times, calls dropped, etc.)

The Client Portal is a live interface into the RPM system and KPI Dashboard for select Ground County staff. This access will provide the Ground County staff a day-by-day view of the progress of claims and revenue. Please see [Appendix B](#) for some examples of reports that can be generated by the Client Portal and which are responsive to the RFP.

In addition to the Customer Portal, HSI will provide by the 15<sup>th</sup> of each month a “Board Ready” month end close package. This month end close package is prepared by our Analytics Team and provides an in-depth view of the performance of Ground County business. Please see [Appendix C](#) for an example of our detailed month-end report and [Appendix D](#) for examples of other insightful reports.

In the course of their work, our Analytics Team may also identify opportunities for Grand County EMS to make changes to its operations to achieve billing reimbursement improvements. For example, the RPM system allows our Analytics Team to pinpoint certain EMS crews who may be consistently submitting claims with errors that lead to longer reimbursement times or reimbursement failures. A quick retraining can correct such behavior and have an immediate impact on Grand County EMS’s reimbursement metrics.

Senior executives of HSI will be available to assist Grand County EMS to realize the maximum value of the data analytics available in our reports, including analysis of trends and issue spotting.

No report generated on behalf of Grand County EMS will generate any additional cost to Grand County EMS.

# STAFFING

## Operations

HSI staffs the billing office and operations on an 18hr/day 7 day/week basis, which includes from 8:00 a.m. to 5:00 p.m. Central Standard Time. HSI will also maintain both 800, toll-free and local telephone numbers for patients to access information about their accounts to include language translation. HSI will coordinate routing of existing, published billing office numbers to HSI billing office numbers.

Grand County EMS officials will be assigned a client account manager responsible for overseeing all aspects of the account and facilitating requests and processes with the billing operations team. The client account manager is well trained in EMS billing and HSI proprietary software and will be able to answer questions, solve problems and act as the chief point of contact for customers. HSI's other staff are comprised of data entry and coding specialists, payer research specialists, payer-specific claims follow-up specialists, administrative support, and highly sophisticated software development and leadership teams that support the line staff.

HSI staffing operates as an assembly-line model rather than a traditional customer team model. Each HSI staff member is dedicated to a particular step of the billing process and is available to perform that step for any claim. The specialization approach promotes higher skill development and efficiency in each of our staff members and improves the outcomes for the whole model. The specialization approach also provides more flexibility and responsiveness as our operations team can draw from various staff member experts for a certain step, whereas operations can suffer under the traditional customer team model if a staff member is absent for illness or vacation.

All staffing levels are monitored via the RPM system. For instance, HSI may monitor the productivity of staff based on KPIs, such as the duration of completed

trip documentation receipt to claim drop. The RPM system will alert HSI management of the need for additional staffing if productivity falls below the required levels.

HSI records all telephone activity in the billing office in a digital format that can be e-mailed to a designated customer representatives for audit purposes or as confirmation in a complaint review process.

## Compliance

HSI has been compliantly submitting claims to Medicare and many state Medicaid agencies and other government payers for more than 15 years.

HSI managers and staff are Certified Ambulance Coders through the National Academy of Ambulance Coders and we employ a full-time Compliance Officer. No one on staff at HSI has ever been charged or convicted of Medicare fraud or abuse.

HSI staff undergo training on applicable federal and state rules and regulations, including a HIPAA training program provided by a specialist external law firm. HSI monitors compliance with privacy rules through regular visual inspection of work areas as well as through random auditing of recorded patient representative phone calls.

At the beginning of each client relationship, and as indicated thereafter, we meet with customer managers and staff to ensure they fully understand all rules and regulations important to ensure the highest level of reimbursement and regulatory compliance. We make recommendations concerning best practice patient signature and physician certification forms, as well as documentation and charting necessary to obtain payment in full compliance with all applicable rules and regulations.

Federal and state rules and regulations are also built into the RPM system, which ensures that each claim is guided through a detailed and compliant process from initial submission through payment.

Non-compliant documentation provided by the customer's transport program is communicated to the customer's on-site account manager via our web-based discrepancy management system, and claims are not submitted until they are compliant with rules and regulations applicable to each claim.

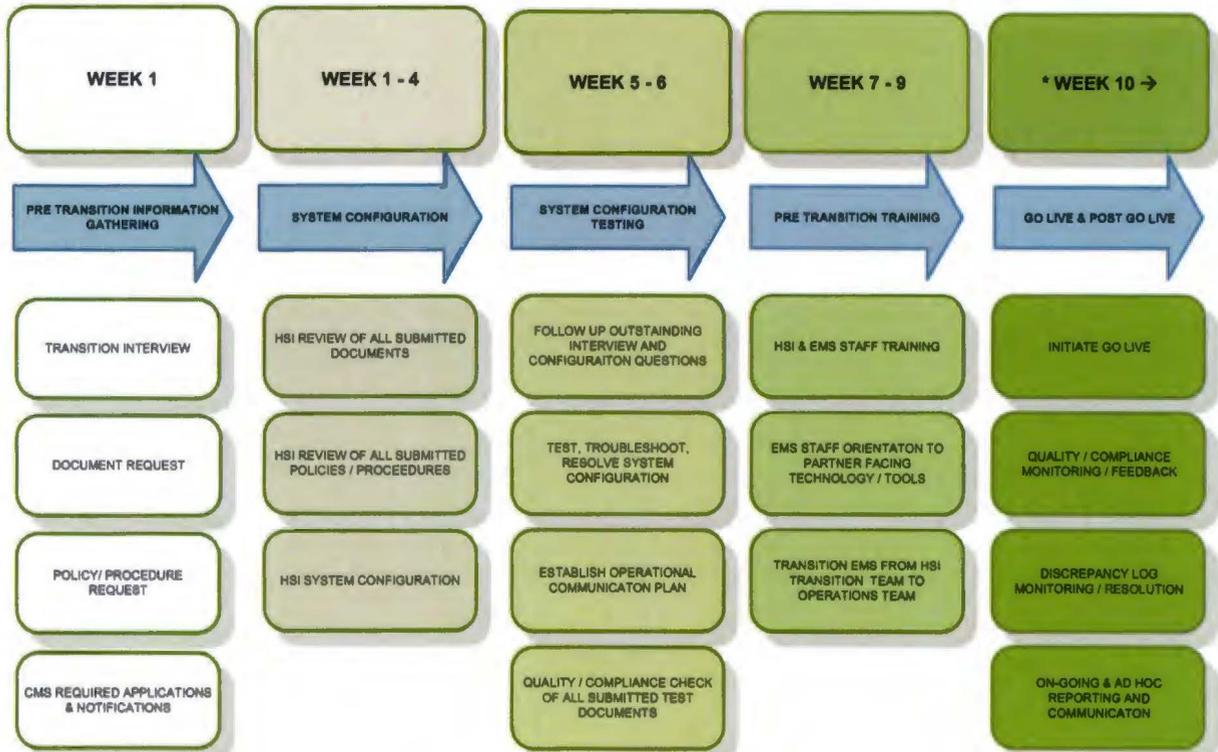
HSI regularly participates in courses and webinars conducted by Medicare and other state government agencies and we maintain current copies of each fiscal intermediary procedure manual. Important changes that affect our provider partners are communicated via electronic notifications and conferences.

HSI conducts periodic internal compliance audits of previously submitted claims and annual external audits by qualified auditing firms.

## TRANSITION

HSI has years of experience in implementing clients. The key is developing a plan that works for each individual client. HSI will guide Grand County EMS through every detail required for a successful transition. HSI has experienced the successful average transition time for billing services to be 90 days and has the ability to fast track transition time depending on the needs of the client.

Below, we have listed the overall “Transition schedule”, duties in relation to the schedule. Our goal is to provide a quality transition experience; therefore, the following schedule reflects our typical experience. Partner availability and current provider documentation at the CMS MAC may affect timelines. A detailed Transition Plan is developed for each partner upon contract award and signature, the following is an example of our expectation.



At Grand County EMS's discretion, HSI will deliver initial, annual and occasional training for Grand County EMS's EMS personnel. Our approach is to develop and deliver customized initial and on-going educational programs based on specific needs identified during quality and compliance review of patient care records and attachments produced by your clinical teams. CMS rules and regulation training is provided initially, annually and as needed when rules pertaining to EMS providers emerge. Trainings are conducted via seminar or web-based environments and are at no cost to Grand County EMS.

Optimizing the revenue stream of your emergency medical services is dependent on a strong, collaborative partnership. We understand the mission critical nature of your cash flow and fully engage you from the onset of our relationship. It is imperative that we work together to ensure, for example, patient transport documentation is not only compliant but also rich with clinical and operational information that enhances our ability to maximize reimbursement. HSI's leadership has decades of experience in ambulance transport operations and; we understand the trials and tribulations of EMS operations and work with you to ensure your operations support the revenue stream and that management of your revenue stream supports your operations. To this end, we work closely with you during the on-boarding process and beyond to identify collaborative process flows, roles, and responsibilities.

## COST PROPOSAL / PRICING

HSI surpasses competitors' results by utilizing proprietary data-driven performance platforms, powered by HSI Solutions of real-time claims tracking tools, compliance-ensuring measures and time-saving processes, along with a dedicated team with decades of experience.

HSI proposes the following:

- **HSI shall be compensated (4.5%) for total net cash collected.**

As evidenced throughout the RFP document HSI offers substantial value added services that include but not limited to:

- Electronic document storage: All documents sent to HSI are securely stored electronically at no cost to the Grand County EMS.
- All required IS interface/data: HSI provides all IT supports for services needed to support revenue cycle management and reporting as required by Grand County EMS.
- Business coaching: HSI has over 125 years of experience in patient transport operations, strategic business planning, business development strategies, and revenue management consulting services. All are available to the Ground County at no additional cost.
- Strategic development: HSI monitors, tracks, and trends program activity and offers strategic suggestions for increase performance of your transport program. These strategic initiatives can also assist patient throughput revenue for the hospital.
- Business and financial reporting capabilities: An extremely robust financial and general performance month end close process provides Ground County with powerful data to monitor the success of your program and provided tools to improve performance.

- There is no reason for any organization to lose money on their transport program. Utilizing the HSI system Grand County EMS will have a profitable and rewarding transport program for years to come that successfully generates positive revenue.

## SUPPLEMENTAL INFORMATION

### References and Information

1. John Butora, CEO, Hospital Wing  
1080 Eastmoreland Avenue  
Memphis, TN 38014  
901-522-5321  
Start Date: July 2014
2. Dan Brattain, CEO, CalOre LifeFlight, LLC  
311 Cove Road  
Brookings, OR 97415  
541-469-7911  
Start Date: January 2012
3. Sean Russell, President, REACH Air Ambulance Services, LLC.  
451 Aviation Blvd, Suite 101  
Santa Rosa, CA 95403  
707-324-2400  
Start Date: 1999
4. Blake Stamper, CEO/Owner, TriState CareFlight, LLC.  
2000 Highway 95, Suite 210  
Bullhead City, AZ 96442  
928-704-7058  
Start Date: 2003
5. Chief Joe Higgins, Kelseyville Fire Department/EMS-  
4020 Main Street  
Kelseyville, CA 95451  
707-279-4268  
Start Date: January 2012
6. Chief Doug Hutchison, Lakeport Fire Department/EMS  
445 N Main Street  
Lakeport, CA 95453  
707-263-4396  
Start Date: February 2011

## Legal name and Mailing Address

Health Services Integration, Inc.  
Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405  
707-571-2300

## Business Contact



**Hugo Winstead**

Director, Business Development

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## APPENDIX A: HSI TEAM BIOGRAPHIES



**Michael Franks**

Chief Executive Officer, Director

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Michael Franks has 25 years of experience in various businesses across multiple industries, including logistics, technology, and ambulance transport, among others. Mr. Franks has been involved in buying, restructuring and selling companies as well as taking them public. He is the founder and Chief Executive Officer of Syncordia Healthcare and has led the Company through a series of capital raises and M&A transactions, as well as its public listing on the Toronto Stock Exchange Venture Board. In his spare time, Mr. Franks is an avid alpine skier and has competed in eco-challenge adventure races, ironman triathlons, and marathons. Mr. Franks has an undergraduate degree in Economics from Queen's University in Kingston, Ontario and an MBA from Trinity College Dublin, Ireland. He has also completed the Corporate Restructuring M&A course at Harvard Business School (Executive Education).



**Chris Martin**

Director

C (757) 894-3801

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Chris Martin has 17 years of experience in business management. He has extensive knowledge and expertise in operations management, strategic planning,

financial modeling, throughput maximization, business development, M&A, software development, information technology, and building a results-driven culture. Mr. Martin is responsible for Syncordia's overall strategy. He has extensive experience in buying, restructuring and selling ambulance companies, as well as successfully negotiating favorable Medicare carrier policy changes. In earlier roles, he designed and developed proprietary software specifically for the ambulance industry. Mr. Martin has a business degree and is currently pursuing his MBA. He is certified in Lean Six Sigma from Villanova University and is trained as a Microsoft Certified Systems Administrator (MCSA). Mr. Martin has also received industry training as an EMT, firefighter, and Hazmat.



**Bartley Heath**

Director

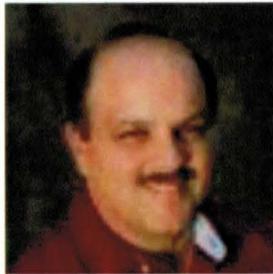
C (252) 521-7972

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With backgrounds in Computer Science Engineering, Finance, and Accounting, Bartley Heath has progressively worked his way into senior finance and accounting roles. Mr. Heath joined Syncordia Healthcare from Well Care Home Health Inc., one of the largest home health providers in North Carolina, as Senior Director Corporate Finance. At Well Care, he held the senior financial leadership role, overseeing all accounting functions, analyzing financial metrics, identifying deficiencies, and creating decision-making models. His knowledge of information systems continues to prove valuable in finance roles, as he is able to create various reports and models to calculate critical financial and operational metrics. Prior to joining Well Care Home Health, Mr. Heath worked at FirstMed EMS in a senior finance role, where he created revenue models at the payer and service level. Mr. Heath's accounting experience includes business valuation and forensic accounting for a large and well-respected public accounting firm, Thomas, Judy & Tucker PA, in Raleigh, NC. He was responsible for analyzing financials, calculating

EBITDA, and creating valuation models. In addition, Mr. Heath has worked for the Fortune 500 bank, BB&T, supporting the CFO as a Value Improvement Analyst. He holds a BS in Computer Science Engineering from North Carolina State University, an MBA from East Carolina University, and is very close to completing his CPA certification.



**Marc Mariani**

Chief Financial Officer

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Marc Mariani joined HSI in 2011 with 15 years of experience in health care finance. After earning a BA degree in both Finance and Accounting, he started his career as a Financial Analyst for a multi-specialty medical group in Santa Rosa, CA before joining the St. Joseph Health System of Sonoma County in 1997 as a Contract Analyst. In his 10 years with SJHS, Marc developed skills in building pricing models which were used to evaluate the performance of managed care contracts for the five hospitals of the health system in the Northern California Region. He was promoted within the health system through positions of progressively greater management responsibility, which led him to pursue a master's degree in healthcare administration in 2005. Marc received his MHA from the University of Southern California in 2008, shortly after accepting the position of Finance Director with the Anesthesia and Analgesia Medical Group, serving Sonoma County and Napa County. Marc's unique and in-depth experience in dealing with all aspects of the revenue cycle process from the healthcare provider's perspective has proven to be an invaluable resource to HSI and to HSI's clients.



**Tonya (Shawn) Ruff**  
Chief Operating Officer

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Shawn Rueff joined HSI in 2015 with an extensive history in both the healthcare and the aviation industries. Most recently, she provided strategic direction for PHI Air Medical in partnership with The Cleveland Clinic and Beaumont Health Systems in Cleveland, Ohio and Royal Oak, Michigan. In her role there, Shawn was tasked with managing cross-functional team development, logistics/operations, and client relations for these air medical programs. Shawn started her career in the community ground EMS service in 1997 and immersed herself in compliance and education functions. From 2004-2013, she transitioned into air EMS where she developed an extensive revenue cycle compliance program to enhance revenue and minimize risk for the provider, customer, and patient. Shawn also worked in the fixed wing business development arena and was certified as a certified ambulance coder through NAAC. Shawn continues to serve on an AAMS Communications/Public Relations Committee and has both flight and first responder training. She served on CMSA and community leadership boards. Shawn holds bachelor degrees in Management and Human Relations from Trevecca University and an MBA from Bethel University in Nashville, TN. She is currently pursuing Lean Six Sigma Black Belt certification.



**Holly Weber**

Senior Director, Client Relations

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Dedicated to top-notch quality, and maximizing efficiency, Holly brings 20-plus years of experience in the emergency medical services industry to HSI. The first ten years of her career were as an instructor, search and rescue coordinator, and co-director for SOLO, a school for wilderness and emergency medicine based in the White Mountains of New Hampshire. During this time Holly was an active EMT, Wilderness EMT, and search and rescue provider. Holly then served six-plus years in the coordination and business management of REACH Air Medical Services' fixed wing department in Northern California. Holly's initial position with HSI was as the interim director of communications and she managed HSI's ground billing team before diving into process improvement. Through all of these experiences, Holly's driving principles have been excellent customer service, attention to detail, and the creation of efficient systems. With her strong leadership ability, business acumen, and personable, can-do nature, she brings the right blend of skills to oversee process improvements for HSI's internal teams and to coordinate support services for HSI's partners. Holly holds a Master of Business Administration degree and is a certified ambulance coder through the NAAC.



**Joel Hochhalter**

Vice President, Sales and Marketing

C (702) 815-5059

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A proven leader and critical thinker focused on customer satisfaction and process improvement with 30-plus years in the Emergency Medical Services, Joel joined HSI in 2013 after experiencing HSI as a client. Joel's first-hand experience as a motivated, results-oriented executive in several air medical companies makes him a natural for new client outreach. Serving as the VP of Sales and Business Development, Joel is responsible for strategic planning and analysis, identifying market and business opportunities, as well as developing strategic partnerships. Since 1980, Joel has served as a ground EMT, underground mine rescuer, and as both a trauma and flight RN. Prior to joining HSI, Joel held senior leadership positions with large air medical companies (TriState CareFlight LLC, OmniFlight Helicopters, and Air Medical Resources Group to name a few) and hospital organizations such as Innovative Health Care. Joel has also served on the Board of Directors of the Association of Air Medical Services (AAMS). Joel has a BS in Nursing and a Master of Business Administration degree.

## APPENDIX B: SAMPLE CLIENT PORTAL REPORTS

Please find herein select screen shots.

### A. A revenue report showing all transports billed.

This screen shot was captured from HSI Revenue View. All of this information is available via the client portal and can be automated to send daily reports

**Account Summary 12-1585**

**Account Details**

Date of Service: 01/31/2012  
Current Balance: \$0.00

Profit Center: [REDACTED]

Service: Interfacility  
Level of Care: Wheelchair  
Initial Priority: NON-IMMEDIATE

Current Payer Type: Private  
Current Payer: PATIENT/GUARANTOR  
Primary Payer Type: Private  
Primary Payer: PATIENT/GUARANTOR

Total Charges: \$55.00  
Write-Offs: \$0.00  
Payments: \$55.00  
Refunds: \$0.00  
Balance: \$0.00

**Charges**

Category	Description	Status	HCPCS	Charged Date	Posted Date	Unit Cost	Quantity	Amount
Base Charges	BASE RATE - WHEELCHAIR	Active	A0130	2012-01-31	2012-02-01	\$45.00	1	\$45.00
Supplies	MILEAGE - WHEELCHAIR MCAL	Active	S0209	2012-01-31	2012-02-01	\$5.00	2	\$10.00

**Status History**

Status	Owner	Payer	Start Date	End Date	Time in State	Days
Closed	None	PATIENT/GUARANTOR	02/21/2012	-	472 days	0.0
Bill Patient	Hsl	PATIENT/GUARANTOR	02/01/2012	02/21/2012	19 days	55
Quality Review	Hsl	PATIENT/GUARANTOR	01/31/2012	02/01/2012	0 days	55
Awaiting Documents	Customer	PATIENT/GUARANTOR	01/31/2012	01/31/2012	0 days	0.0

Within the Account Summary page, there are a variety of tabs with additional information pertaining to the individual account.

- B. A report showing transports that cannot be billed including the reason the transport cannot be billed.

This screen shot was captured from HSI Revenue View. Real time trip reconciliation report is included in the client portal. Each section has drill down capability to get detailed trip level information.

**HSI Revenue View** | Welcome, Billing Temp

Home Reconciliation | Search

July 1, 2013 - July 16, 2013

Submission Status						
	Transports	Processing	Payer Research	Delayed	On Hold	Submitted
7/1/13	11	0	0	0	0	11
7/2/13	6	0	0	0	0	6
7/3/13	1	0	0	0	0	1
7/4/13	3	0	0	0	0	3
7/5/13	18	0	0	0	0	18
7/6/13	7	1	0	0	0	7
7/7/13	4	0	0	0	0	4
7/8/13	5	0	0	0	0	5
7/9/13	17	2	0	0	0	17
7/10/13	1	0	0	0	0	1
7/11/13	4	1	0	0	0	4
7/12/13	1	0	0	1	0	1
7/13/13	3	0	0	0	0	3
7/14/13	7	0	0	1	0	6
7/15/13	2	0	0	0	0	2
7/16/13	3	0	0	0	0	3
7/17/13	1	1	0	0	0	1
<b>Total</b>	<b>118</b>	<b>26</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>96</b>

Delayed Claims				
Delay Reason	# Accts	Oldest	Avg Age	Balance
Missing Trip Documents	2	1d	1d	\$-1.4K
Pending Payer Research	9	24d	9d	\$25.4K
Missing Compliance Docs	9	16d	7d	\$5.8K

The Analytics section of the Client Portal currently has two sections available for client use. This Trip Reconciliation section provides a color display of the Submission Status of all claims. As well as a summary of the Delayed Claims.

Any of the colored buttons can be clicked to view the list of claims on that date of service and to see the individual claim detail.

C. A report showing the number and amount of claims filed with all insurances (including Medicare and Medicaid), including the confirmation information from Medicare or Medicaid acknowledging receipt of the claim.

This screen shot was captured from HSI Revenue View. The report shows Claim Submissions filed with all insurances and all required fields. Each section has drill down capability to get detailed trip level information.

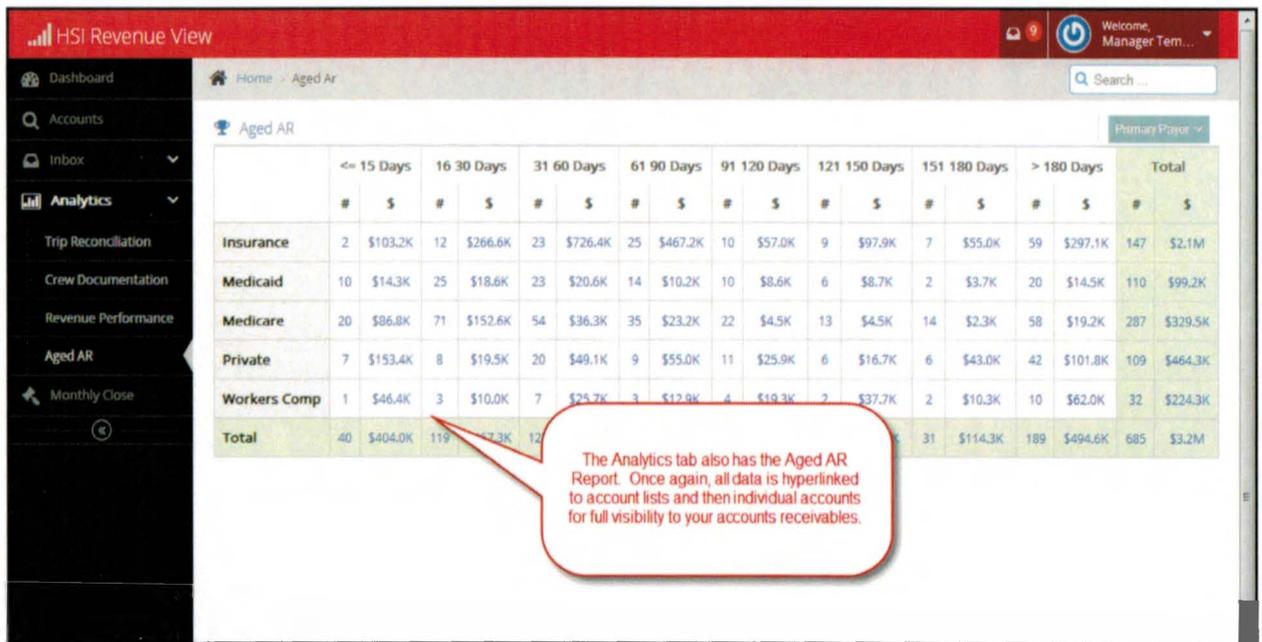
	Today		Yesterday		WTD		MTD		YTD					
	#	Chgs	#	Chgs	Est Rev	#	Chgs	Est Rev	#	Chgs	Est Rev			
Insurance	5	\$195.3K	2	\$93.3K	\$72.8K	7	\$288.6K	\$207.6K	109	\$4.3M	\$3.6M	912	\$34.2M	\$29.3M
Medicaid	4	\$172.0K	28	\$1.0M	\$81.7K	32	\$1.2M	\$961.9K	140	\$5.3M	\$399.2K	1014	\$39.6M	\$3.1M
Medicare	1	\$18.8K	1	\$141.7K	\$48.8K	8	\$180.3K	\$53.8K	172	\$4.1M	\$664.7K	983	\$17.8M	\$3.8M
Government/Other									9	\$306.1K	\$158.0K	104	\$3.4M	\$1.4M
Private									14	\$234.8K	\$65.4K	178	\$3.0M	\$279.4K
VA									3	\$166.4K	\$71.7K	18	\$1.6M	\$765.7K
Workers Comp									1	\$315.0K	\$305.6K	87	\$1.8M	\$1.1M
Contract												1	\$1.3K	\$1.3K
Facility												2	\$44.7K	\$1.9K
<b>Totals</b>	<b>10</b>	<b>\$405.8K</b>	<b>31</b>	<b>\$1.3M</b>	<b>\$201.8K</b>	<b>41</b>	<b>\$1.1M</b>	<b>\$364.3K</b>	<b>439</b>	<b>\$11.3M</b>	<b>\$5.3M</b>	<b>2302</b>	<b>\$112.8M</b>	<b>\$41.8M</b>

The Initial Claim Submissions displays the initial submission of the claim, not subsequent submissions. The Initial Claim Submission report provides visibility on all claim submissions, regardless if they are submitted electronically or by paper.

All data is hyperlinked to account lists and then individual accounts for full visibility to accounts receivable.

D. A monthly outstanding aged accounts receivable report sorted by payer including a total outstanding aged report. The Report should show four categories of outstanding accounts: 30 ,60, 90, and more than 120 days outstanding. The report would also show the last date of activity on the account. The report should break down the categories into the current financial class of the account.

This screen shot was captured from HSI Revenue View. The report shows Claim Submissions filed with all insurances and all required fields. This report is interactive with drill down capability to the trip level, displaying timestamps for all collections efforts.



	<= 15 Days		16 30 Days		31 60 Days		61 90 Days		91 120 Days		121 150 Days		151 180 Days		> 180 Days		Total	
	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$
Insurance	2	\$103.2K	12	\$266.6K	23	\$726.4K	25	\$467.2K	10	\$57.0K	9	\$97.9K	7	\$55.0K	59	\$297.1K	147	\$2.1M
Medicaid	10	\$14.3K	25	\$18.6K	23	\$20.6K	14	\$10.2K	10	\$8.6K	6	\$8.7K	2	\$3.7K	20	\$14.5K	110	\$99.2K
Medicare	20	\$86.8K	71	\$152.6K	54	\$36.3K	35	\$23.2K	22	\$4.5K	13	\$4.5K	14	\$2.3K	58	\$19.2K	287	\$329.5K
Private	7	\$153.4K	8	\$19.5K	20	\$49.1K	9	\$55.0K	11	\$25.9K	6	\$16.7K	6	\$43.0K	42	\$101.8K	109	\$464.3K
Workers Comp	1	\$46.4K	3	\$10.0K	7	\$25.7K	3	\$12.9K	4	\$19.3K	2	\$37.7K	2	\$10.3K	10	\$62.0K	32	\$224.3K
<b>Total</b>	<b>40</b>	<b>\$404.0K</b>	<b>119</b>	<b>\$277.3K</b>	<b>12</b>	<b>\$12.3K</b>	<b>7</b>	<b>\$25.7K</b>	<b>4</b>	<b>\$19.3K</b>	<b>2</b>	<b>\$37.7K</b>	<b>2</b>	<b>\$10.3K</b>	<b>189</b>	<b>\$494.6K</b>	<b>685</b>	<b>\$3.2M</b>

## APPENDIX C: SAMPLE DETAILED MONTH END REPORT

*Note that the information contained in this report is for illustrative purposes only. Drill down capabilities referenced in this presentation will be limited to mock data only.*

Good Afternoon - Attached please find your May month-end revenue reports for Client1.

### Volume & Revenue

This month, the consolidated projected net revenue for Client1 was \$7.8M, which is the second highest on record, only 200k less than the record set last month. Over the past three months, the average revenue generated per month has been \$7.5M, or \$1M more than the average per month over the preceding nine months. The Client1 projected net revenue of \$7.8M was 200k less than the previous month on 4 less flights. A slightly less favorable commercial pay mix caused the projected net revenue per trip to drop by ~200/trip. However, May projected net revenue per trip is well above average.

Relative to the same month from prior year, there were a total of 30 more flights this month at the Client1 bases that were in existence at this time last year; with biggest increases in Base2 (10) and Base4 (8), biggest decline in Base6 (8). Client1 ended the month with 20 claims in payer research status. If historical averages hold true, we would expect 5 of the 20 accounts to have a commercial insurance identified, representing 182k in projected net revenue.

### Payer Mix and Net Cash Collections

Net cash collections in May were a consolidated \$7.93M, the highest on record. Cash collections from Commercial payers totaled \$5.15M, which is about 700k more than the average cash collected per month for Commercial payers over the past 12 months. Payments from Blue Cross represented 2.75M or 53% of the total Commercial payments this month, which is about 300k more than the average Blue Cross payments per month over the trailing 12 month period. Blue Cross

payments received in May for dates of service from Q1 2015 represent nearly half of the total payments received on Blue Cross accounts this month, which exceeds the average from similar three month periods by over 200k over the past nine months. Most of this increase in collections is due to a swift reprocessing of incorrectly denied BC Nevada claims with dates of service in Q1 2015.

The May payer mix for Client1 was slightly less favorable than the previous month as the mix in Commercial payers decreased by 1 percentage point. Medicare payer mix is up from previous month by 3 percentage points.

### DSO

The overall DSO for Client1 decreased by 11 days, now at 96 days. The major contributing factors to the decline is overall DSO is a sharp decline in Commercial DSO, which decreased by 17 days. More specifically, BC DSO fell by 25 days and K fell by 20 days.

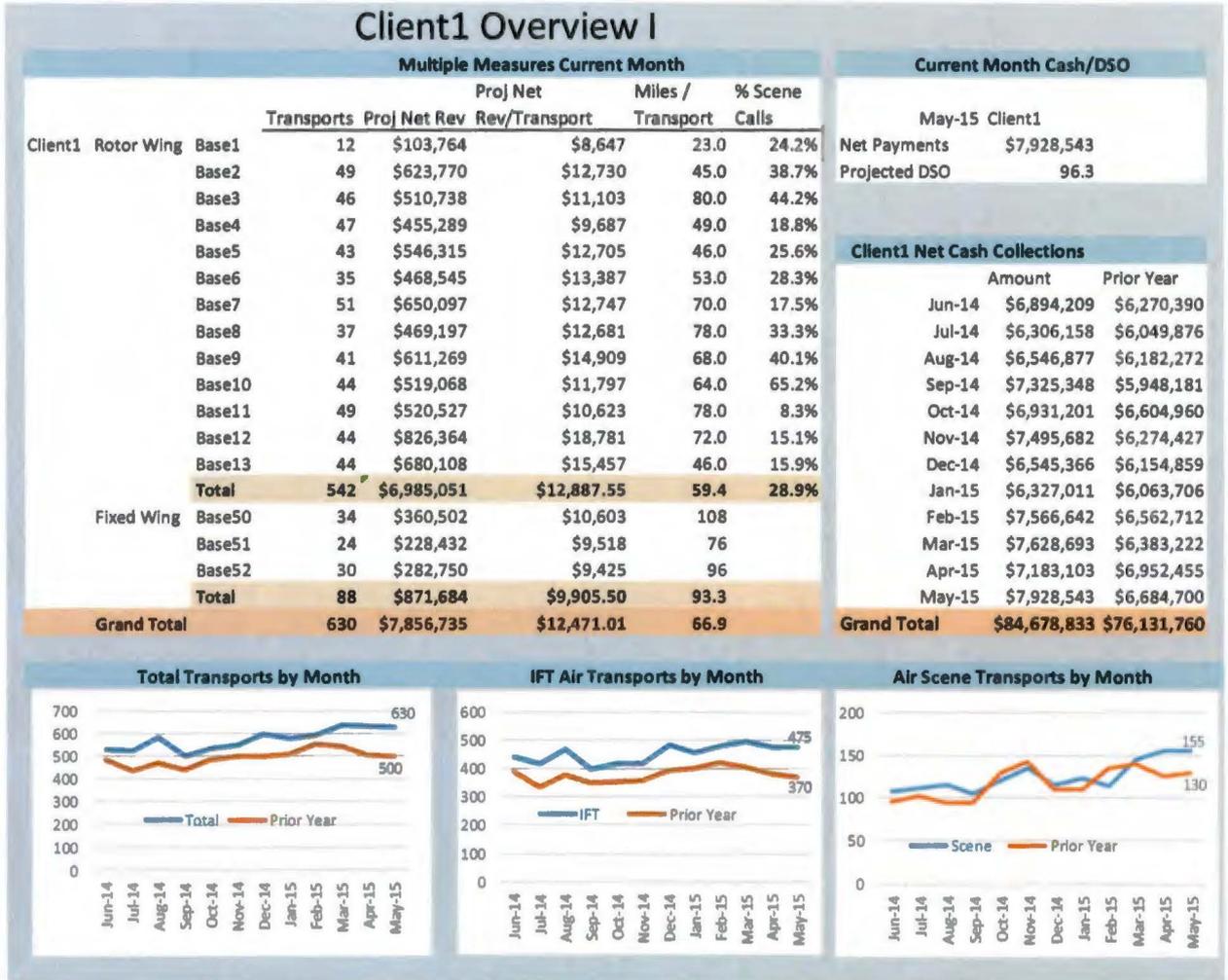
As you recall, Nevada Blue Cross has been incorrectly denying Q1 claims due to changes in the way they process claims. This problem was promptly discovered in Q1 and those claims were quickly reprocessed with large payments received in May. Overall, total Blue Cross DSO trend is slightly upward. Billing operations have made some key changes to combat the DSO trend and we expect to see the results of those changes in June and July.

From April, K made large payments at the end of the month that were not received until the beginning of May. K is normally a good payer and we expected the April rise in DSO to normalize.

Medicaid DSO is trending upwards over the past few months mainly due to submitting paper claims to Idaho. This is causing a significant number of claims to be denied. As Idaho claims have increased, billing has worked with Client1 management to get approved for electronic claims submission back in March. We

expect the application will get approved shortly and DSO will normalize upon approval of electronic claims submission.

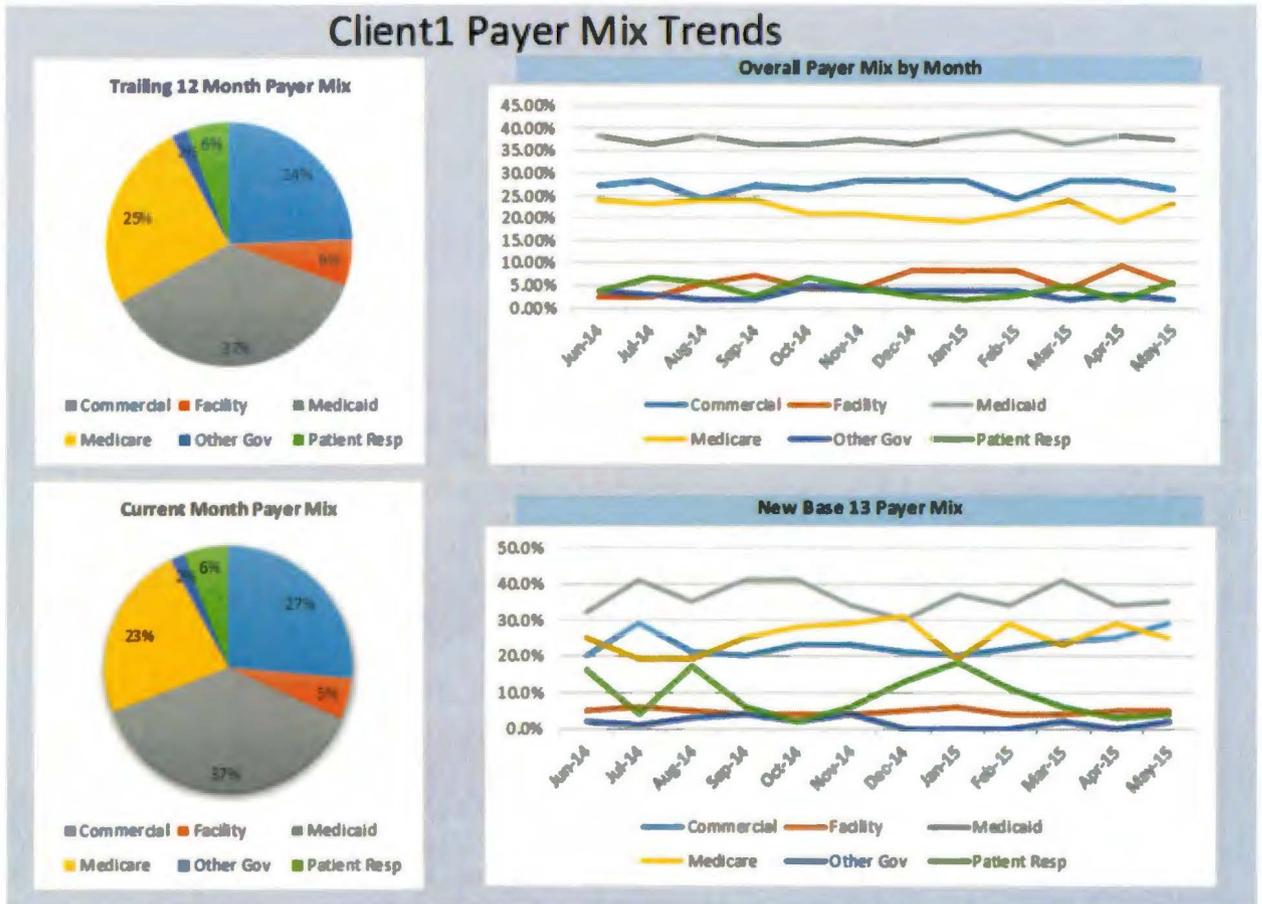
**This summary level view is part of the standard monthly reporting package, trending trip volume, expected revenue and collections:**



Note that Projected Net Revenues are calculated using our proprietary algorithm and actual historical cash collections.

## APPENDIX D: TRIP REPORT

This standard report represents payer mix trends and useful in understanding changes in revenue per trip.



This view is part of the monthly reporting package that shows DSO trends by payer. Our internal billing group is also monitoring these reports to identify changes in payer behavior and potential problems. Our analytical team will highlight reasons for changes in DSO in the monthly write-up.



This is an example of a custom report that we can build on within our proprietary reporting environment to identify trends. Note that our analytical team will use reports like this to better understand why the DSO is moving so we can focus efforts are reversing negative trends.

HSI Analytics Client1 Monitor



This is an example of a custom report that we can build on within our proprietary reporting environment to identify trends.

### HSI Analytics Client1 Monitor

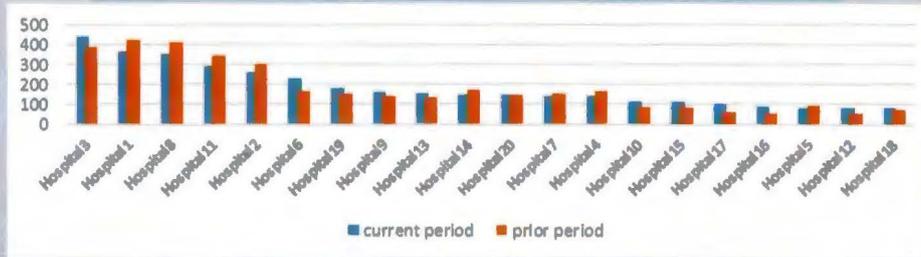
		Columns	Calendar Month			
		Rows	Primary Payer.payers...	TripID		
<b>Filters</b>						
Date.Calendar	BC-CA		Mar-15	Apr-15	May-15	Jun-15
Base	xx01		44,395			
Primary Payer.payers...	xx02			47,056		
	xx03				47,224	
	xx04				63,360	
	xx05					52,944
	xx06		65,004			
	xx07				39,500	
	xx08					
	xx09			33,579		
	xx10				60,698	
	xx11					51,784
	xx12					57,429
	xx13					39,560
	BC-NV					
	xx14			38,223		
	xx15			37,938		
	xx16				43,775	
	xx17		54,909			
	xx18				49,479	
	xx19				44,833	
	xx20		38,642			
	xx21				58,511	
	xx22					42,574
	xx23					51,175
	xx24					67,274
	xx25				49,575	
	xx26					66,969
	<b>Total</b>		<b>202,950</b>	<b>156,796</b>	<b>456,955</b>	<b>429,709</b>

This report is useful in identifying profitable and unprofitable referral sources.

### Client1 IFT Sources

Location	Trips	Proj NR	Proj NR/Trip	Location	Trips	Proj NR	Proj NR/Trip
Hospital1	39	\$ 578,721	14,839	Hospital3	440	\$ 5,484,600	12,465
Hospital3	37	\$ 224,627	6,071	Hospital1	365	\$ 2,326,875	6,375
Hospital2	29	\$ 222,314	7,666	Hospital8	353	\$ 2,191,777	6,209
Hospital8	27	\$ 467,991	17,333	Hospital11	290	\$ 4,423,370	15,253
Hospital11	23	\$ 85,537	3,719	Hospital2	258	\$ 796,446	3,087
Hospital19	17	\$ 93,007	5,471	Hospital6	230	\$ 1,157,590	5,033
Hospital4	17	\$ 295,647	17,391	Hospital19	182	\$ 2,466,282	13,551
Hospital15	16	\$ 197,104	12,319	Hospital9	163	\$ 3,580,458	21,966
Hospital9	16	\$ 382,016	23,876	Hospital13	156	\$ 808,392	5,182
Hospital6	16	\$ 46,608	2,913	Hospital14	147	\$ 1,030,617	7,011
Hospital17	15	\$ 78,510	5,234	Hospital20	146	\$ 1,649,508	11,298
Hospital20	14	\$ 104,412	7,458	Hospital7	145	\$ 858,690	5,922
Hospital10	14	\$ 142,184	10,156	Hospital4	143	\$ 1,948,661	13,627
Hospital7	13	\$ 90,571	6,967	Hospital10	111	\$ 2,833,386	25,526
Hospital14	13	\$ 192,556	14,812	Hospital15	109	\$ 2,211,392	20,288
Hospital13	12	\$ 245,196	20,433	Hospital17	97	\$ 1,882,867	19,411
Hospital12	11	\$ 256,289	23,299	Hospital16	87	\$ 2,168,910	24,930
Hospital16	8	\$ 57,192	7,149	Hospital5	83	\$ 1,736,692	20,924
Hospital18	8	\$ 138,472	17,309	Hospital12	82	\$ 480,684	5,862
Hospital5	7	\$ 64,624	9,232	Hospital18	78	\$ 1,093,560	14,020

IFT Growth/Loss 12 month average



**FORM 1**  
**Public Records Law**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become "public records" and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: Health Services Integration

Authorized representative (printed): Hugo Winstead

Authorized representative (signature): *Hugo Winstead*

Date: 12/4/2015

**FORM 2  
Proposal Breakdowns**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

I, Hugo Winstead (Printed Name) on behalf  
of Health Services Integration (Print Company Name),  
provide Grand County with this proposal and agree to comply with Part IV- Requirements/Standards  
Governing RFP.

Signature: Hugo Winstead Date: 12/4/2015

**Emergency Medical Billing Services**

1. All services described in this RFP \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal A (Not to Exceed Amount)** \$ \_\_\_\_\_

**Main total (Not to Exceed Amount)** \$ \_\_\_\_\_

## GRAND COUNTY EMS AND HEALTH SERVICES INTEGRATION, INC

### PATIENT BILLING AND BUSINESS OFFICE SERVICES AGREEMENT

This Patient Billing and Business Office Services Agreement (“Agreement”) is made and entered into by and between Health Services Integration, Inc. (“HSI”) and Grand County EMS of the State of Utah, effective this \_\_\_\_\_ day of \_\_\_\_\_ 2016 (“Effective Date”).

**Whereas**, HSI is a California corporation, with its principal place of business in Santa Rosa, California, and provides, among other services, patient billing and business office services described more fully below to entities engaged in the business of providing healthcare and air and/or ground ambulance services to Emergency Management Services agencies, hospitals, hospital systems, and medical facilities.

**Whereas**, GRAND COUNTY EMS provides ground medical transport services.

**Whereas**, GRAND COUNTY EMS desires to engage HSI and HSI desires to provide full billing and business office services to GRAND COUNTY EMS.

**Now, therefore**, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, HSI and GRAND COUNTY EMS agree as follows:

1. **BILLING AND BUSINESS OFFICE SERVICES.** GRAND COUNTY EMS engages HSI and HSI agrees to provide full billing and business office services (“Services”) for all healthcare services and medical transports performed by GRAND COUNTY EMS. Services rendered under this Agreement by HSI shall be provided in compliance with all applicable federal, state and local laws. The Services provided by HSI shall include:
  - A. HSI shall be responsible for all aspects of GRAND COUNTY EMS’s patient billing, collections, and business office processes including, but not limited to:
    - i. Generating claims based on information provided by GRAND COUNTY EMS;
    - ii. Initial claims processing, including transmitting claims to third party payers and patients, as appropriate;
    - iii. Patient and payer research, as necessary;
    - iv. Sending invoices and statements to patients and other payors with open claims on a scheduled or as-needed basis;
    - v. Claim tracking and follow-up, initial and ongoing, for all open claims;
    - vi. Filing appeals with third party payers as necessary;
    - vii. Posting payments and credits;
    - viii. Negotiating discounts consistent with GRAND COUNTY EMS policies and procedures;

- ix. Reviewing and processing unpaid accounts for submission to a collection agency of GRAND COUNTY EMS's choosing;
  - x. Prepare and deliver customized invoicing and statements to customers of GRAND COUNTY EMS as requested and directed by GRAND COUNTY EMS.
- B. HSI shall use its good faith efforts to minimize, by cash collections, GRAND COUNTY EMS's accounts receivable and maintain the accounts receivable at the lowest reasonable level.
  - C. HSI will provide detailed periodic reports to GRAND COUNTY EMS no later than the fifteenth (15<sup>th</sup>) business day of each month for the prior month's billing and collection activity, sufficient to clearly demonstrate HSI's billing and collections performance, including but not limited to speed of collections, collection rate, charges and collections by payer, trends in the magnitude of the aged accounts receivable, and other standard and custom reports with sufficient particularity to demonstrate the overall billing and collection service performance.
  - D. HSI shall maintain active quality management and compliance programs reasonably acceptable to GRAND COUNTY EMS for its Services, and shall make good faith efforts to promptly respond to and correct all reasonable complaints registered by GRAND COUNTY EMS or of which HSI becomes aware from any other source.
  - E. HSI may from time to time perform compliance audits. Results of those audits will be made available to GRAND COUNTY EMS.
  - F. HSI shall consult with GRAND COUNTY EMS on establishing or modifying GRAND COUNTY EMS's transport fee schedules and other practices, policies, and/or procedures that promise to improve the overall success of HSI's performance under this Agreement.
  - G. HSI shall maintain complete and accurate computer records of all claims and related information regarding GRAND COUNTY EMS Services, and upon request make such records available to authorized GRAND COUNTY EMS staff.
  - H. HSI will reasonably cooperate, assist and support GRAND COUNTY EMS in the certification, licensing and accreditation process, if requested by GRAND COUNTY EMS.

2. **GRAND COUNTY EMS RESPONSIBILITIES.** GRAND COUNTY EMS shall have the following responsibilities:

- A. GRAND COUNTY EMS shall provide HSI with a complete Electronic Patient Care Report ("EPCR") procedure and supplies charges detail, an executed patient consent form compliant with applicable federal and state regulations, hospital "face sheet" information. All documents should provide sufficient detail and accuracy to permit HSI to perform its duties under this Agreement. These documents shall be made available to HSI no later than forty eight hours (48) post transport.

- B. GRAND COUNTY EMS shall cooperate reasonably with HSI in providing any additional information requested by HSI for the purpose of enhancing its performance under this Agreement.
  - C. HSI shall direct all payments to a lock box that has been established by GRAND COUNTY EMS and GRAND COUNTY EMS shall make available to HSI read-only access to the lock box. Any payments from any source other than the lock box, received directly by HSI shall be immediately forwarded to the lock box for processing. GRAND COUNTY EMS shall also provide or make available to HSI, in a manner and frequency to be agreed upon by the parties, all Explanations of Benefits (EOB), copies of checks, correspondence, and any other information or documentation included with payments, denials of payments, or other correspondence from payers or patients concerning claims processed by HSI not submitted to the lock box.
  - D. GRAND COUNTY EMS shall reasonably cooperate with HSI in establishing or modifying fee schedules and other practices, policies and/or procedures that promise to improve the overall success of HSI's performance under this Agreement.
  - E. GRAND COUNTY EMS shall make available to HSI all pertinent patient records and related information that are reasonably necessary for HSI to perform its duties under this Agreement, subject to Sections 20 and 24.
  - F. GRAND COUNTY EMS shall timely cooperate in obtaining letters of medical necessity as may be required to effectively appeal denials of coverage by insurance plans. HSI shall make requests for such letters to a qualified clinical person(s) designated by GRAND COUNTY EMS, and completed letters will be returned to HSI for inclusion in the appeal packet.
3. **CONTRACT EXPENSES.** Other than the lock box, HSI shall bear all costs, charges, and expenses associated with performance of its duties and responsibilities under this Agreement including, but not limited to, telephone, printing, computer systems and software, general supplies, forms (other than those provided to HSI by GRAND COUNTY EMS), HSI labor, HSI postage, and HSI staff travel.
4. **COMPENSATION/FEES.** HSI shall be compensated agreed four and half percent (4.5%) of all cash collected for billing services during the term of this Agreement.
- A. HSI shall provide GRAND COUNTY EMS with detailed documentation no later than the 15th business day of each month for the prior month's billing and collection activity. Such documentation shall include, but not be limited to, the beginning accounts receivable, new charges, payments received, write-offs, refunds, other adjustments, and ending accounts receivable for each transport and in total for all transports with a remaining uncollected balance.
  - B. HSI's fees shall be calculated based on net cash received which shall equal total cash receipts less over-payments. HSI shall credit previous period refunds not associated with over-payments made to payer/GRAND COUNTY EMS/patient and deduct its fee from the refunded amount on the invoice presented for the month during which the refund was issued.

- C. GRAND COUNTY EMS will make good faith efforts to process HSI's fees that are billed in a timely and expeditious manner within thirty (30) calendar days upon receipt of its invoice. It is further agreed by both parties that, if payment of the amounts due, or any portion thereof, is not made within thirty (30) calendar days of the date of the billings, interest on the unpaid balance shall accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less.
- D. Disputed amounts shall not be considered cause for delaying or withholding payment of HSI's fees as billed, but shall become the subject of investigation, analysis and, as appropriate, adjustment in preparing the subsequent month's invoice.
5. **TERM OF AGREEMENT.** This Agreement shall be effective as of Effective Date and shall continue thereafter for a period of twenty-four (24) months. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Neither party may terminate this agreement without cause during the initial twenty-four (24) month term of this Agreement. Following the initial twenty-four (24) month term, either party may terminate this Agreement without cause upon ninety (90) calendar days prior written notice to the other party
- A. After the initial twenty-four (24) months are completed, this Agreement shall renew automatically for an additional twelve (12) months and continue to renew thereafter (i) unless either party delivers written notice to the other party of their decision not to renew for an additional term (such delivery to be at least ninety (90) days prior to the end of the then-current term), or (ii) until otherwise terminated per the terms of this Agreement..
6. **TERMINATION FOR CAUSE.** Should either party hereto reasonably believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other party, detailing the alleged breach and giving the other party thirty (30) calendar days after the giving of such written notice to cure said breach. If after thirty (30) calendar days the breaching party has not cured the breach (or if said breach reasonably requires more than thirty (30) calendar days to cure, has not commenced diligent and reasonable efforts to cure said breach within thirty (30) calendar days), this Agreement may be terminated upon written notice in accordance with Section 5.
7. **DISPOSITION OF OUTSTANDING ACCOUNTS RECEIVABLE UPON TERMINATION.** Upon termination of this Agreement, the outstanding accounts receivable, if requested by GRAND COUNTY EMS, will continue to be worked in a good faith effort to conclusion by HSI for a period of not less than one hundred and eighty (180) calendar days, and HSI will be paid four and half (4.5%) of all amounts collected per section 4, above.
8. **LIABILITY LIMITATION.** GRAND COUNTY EMS and HSI agree to indemnify and hold harmless the other as provided in this Agreement to the extent provided by law. Liability of GRAND COUNTY EMS shall not be subject to punitive damages.
9. **INDEMNIFICATION.** To the fullest extent of the limited liability contemplated by this Agreement, GRAND COUNTY EMS and HSI shall each indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, and such obligation shall not be construed to negate, abridge or otherwise reduce any other right or

obligation of indemnity which would otherwise exist as to any party or person described in this section. The indemnification obligation under this section is conditioned upon receipt of written notice by the indemnifying party within sixty (60) calendar days of the indemnified party's actual notice of any actual or pending claim or cause of action.

- A.** GRAND COUNTY EMS acknowledges that HSI must rely upon the accuracy and completeness of the records, charts, forms, signatures and other documentation provided to it by GRAND COUNTY EMS to allow HSI to perform the Services specified in this Agreement. HSI is not in a position to verify the accuracy or completeness of the documentation, signatures and other records provided by GRAND COUNTY EMS. By forwarding any such documentation to HSI, GRAND COUNTY EMS expressly represents and warrants that any such documentation is complete and accurate, and that HSI may rely upon the completeness and accuracy of any such documentation in performing its Services hereunder. GRAND COUNTY EMS bears sole responsibility for the claim submissions made by HSI on its behalf based upon the aforementioned documentation submitted to HSI by GRAND COUNTY EMS, and, notwithstanding any other term or provision of this Agreement, GRAND COUNTY EMS will defend, indemnify and hold harmless HSI for any billing or claim submission decisions made by HSI based on documentation submitted to HSI by GRAND COUNTY EMS if such documentation is later determined to be incomplete or inaccurate.
- B.** In the event that HSI deems the documentation submitted by GRAND COUNTY EMS to be incomplete or inconsistent, HSI will notify GRAND COUNTY EMS that additional information may be required to process the claim, and HSI will return any or all of the documentation to GRAND COUNTY EMS that HSI determines may be incomplete or inaccurate and will not be responsible to bill said claims. HSI will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by GRAND COUNTY EMS. GRAND COUNTY EMS understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. HSI makes no representation or warranty that all claims are payable or will be paid, and GRAND COUNTY EMS agrees to abide by HSI's decisions with regard to proper coding and payer based on the information provided to HSI by GRAND COUNTY EMS.
- C.** In addition to any specific indemnification provisions set forth in this Agreement, GRAND COUNTY EMS shall hold harmless, indemnify and defend HSI against any and all claims, causes of action, and damages including, but not limited to, overpayment or false claims liability to any government agency, third party payer, financially responsible party, contractor, carrier or insurer, to the extent caused by any act or omission, including but not limited to supplying inaccurate, incomplete, false or fraudulent information, on the part of GRAND COUNTY EMS or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.
- D.** Notwithstanding any provisions of this Agreement to the contrary, HSI agrees to indemnify, defend and hold harmless GRAND COUNTY EMS and/or its employees, officers, directors and agents from any and all claims, losses, damages, liabilities and expenses, including reasonable attorney fees, arising from the willful or intentional misconduct of any HSI agent, servant, contractor or employee and which relate to the Services performed by HSI under this Agreement.

E. Notwithstanding any other provision of this Agreement, HSI shall not be liable for any loss in profits, or for any special, incidental, indirect, consequential, exemplary, punitive or other similar damages suffered in whole, or in part, in connection with this Agreement, and the liability of HSI shall not exceed any amounts paid to HSI by GRAND COUNTY EMS under this Agreement for any disputed billing performed by HSI on behalf of GRAND COUNTY EMS.

10. **FURTHER INSTRUMENTS.** From time to time, as necessary, each of the parties to this Agreement shall perform any further acts and execute and deliver any other documents or instruments necessary to carry out the intents and purposes of this Agreement. This Agreement may be amended at any time by mutual agreement of the parties hereto, but any such amendment must be in writing, dated and signed by both parties.
11. **NOTICES.** Any notice permitted or required to be given under any provision of this Agreement shall be made to the other party by U.S. Postal Service certified mail to the addresses listed below or by hand delivery of such notice to the other party. The address of either party for notice may be changed by giving written notice to the other party.

TO HSI:           Health Services Integration, Inc.  
                    Attention: Joel Hochhalter  
                    1450 Neotomas Ave Suite 200  
                    Santa Rosa, CA 95405  
                    Telephone: (702) 815-5059  
                    Fax: (707) 571-2362

TO GRAND COUNTY EMS: *Grand County*  
                                  *125 E. Center St.*  
                                  *Moab, UT 84532*

12. **MODIFICATION.** No amendment, waiver, alteration or modification of this Agreement, in whole or in part, shall be valid unless in writing and signed by both parties to this Agreement.
13. **ASSIGNMENT AND DELEGATION.** Neither HSI nor GRAND COUNTY EMS may assign or delegate this Agreement in whole or in part without the prior written consent of the other party which consent shall not be unreasonably withheld. Any attempted assignment or delegation in violation of this Section will be void. Subject to the foregoing, the rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.
14. **INDEPENDENT RELATIONSHIP.** The relationship between the parties under this Agreement shall be that of independent contractors. Except as otherwise expressly provided, no agency, employment agreement, joint venture, partnership or any other relationship is created by this Agreement.
15. **HEADINGS.** The headings or captions of this Agreement are for convenience and reference only, and shall not limit or affect the meaning of this Agreement.
16. **FORCE MAJEURE.** No party shall be deemed to have breached its obligations under this Agreement or to have any liability for any delay, cancellation, damages or loss arising from,

related to, or in any way connected with, any act of God, act of nature, acts of civil or military authorities, strikes, riots, labor disputes, or any other cause beyond the reasonable control of such party.

17. **ENTIRE AGREEMENT.** This Agreement supersedes any previous contracts between the parties and constitutes the entire Agreement between the parties. Each party acknowledges that any statements or documents not specifically referenced and made part of this Agreement shall have no force or effect.
18. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each and every part thereof.
19. **WORK PERFORMANCE.** HSI shall perform its Services to the standard of care of a reasonable person that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by HSI and HSI shall provide such professional capabilities as will be required to perform in a competent and professional manner under this Agreement.
20. **CONFIDENTIALITY OF INFORMATION.** All information, data, analysis, developed software or reports generated by HSI under the scope of this Agreement shall be considered records of GRAND COUNTY EMS. The disclosure of all information, data, analysis, developed software or reports shall be subject to the provisions of applicable law.
21. **ANNOUNCEMENTS.** Grand County acknowledges and agrees that the parent company of HSI, Syncordia Technologies and Healthcare Solutions, Corp., may make public and private announcements in respect of this Agreement for reasons that include compliance with applicable laws and the rules and policies of any stock exchange and to support marketing efforts.
22. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be in effect and binding upon the parties.
23. **WAIVER.** Any waiver under this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced. One or more waivers of any provision, condition or covenant by either party shall not be construed as a waiver of any other provision, condition or covenant. Any failure of a party to insist upon strict compliance with any provision, undertaking or condition of this Agreement shall not be deemed to be a waiver of such provision, undertaking or condition. To be effective, a waiver must be in writing, and signed by the parties hereto.
24. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of California. The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.
25. **COMPLIANCE WITH LAW.**

- A. HSI shall comply with all federal, state and local laws and regulations (“Laws”) applicable to HSI that relate and apply to the performance of this Agreement, insofar as such Laws are applicable to HSI or HSI’s performance of the provisions of this Agreement and Laws pertaining to equal access and employment opportunities, such as Title VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Section 501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1990, and Laws pertaining to non-discrimination because of race, color, religion, age, sex, sexual preference, national origin, veteran’s status or disability (including AIDS and related conditions).
  
- B. GRAND COUNTY EMS and HSI each agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, federal privacy regulations and the federal security standards. GRAND COUNTY EMS and HSI each agree not to use or further disclose any protected health information, (collectively "Protected Health Information"), concerning patients other than as permitted or required by this Agreement or otherwise authorized under HIPAA.
  
- C. As permitted under HIPAA, the parties hereby agree, that by virtue of this Agreement, they are an "organized health care arrangement" for purposes of meeting the Federal Privacy Regulations and the authorized use and disclosure of Protected Health Information there under. Further, GRAND COUNTY EMS shall include HSI in its required notice of privacy practices for the purpose of allowing both parties to meet the notice requirements under the Federal Privacy Regulations, and HSI agrees to follow the privacy practices adopted by GRAND COUNTY EMS as detailed in its notice of privacy practices. HSI and GRAND COUNTY EMS will execute a Business Associate Agreement in form and content sufficient to satisfy the requirements of the Federal Privacy and Security Regulations. (see attached exhibit “A”)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**HEALTH SERVICES INTEGRATION, INC.**

BY: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**GRAND COUNTY**

BY: \_\_\_\_\_



GRAND COUNTY REQUEST FOR PROPOSALS (RFP) FOR  
**Emergency Medical Services Billing**

November 25, 2015

Proposals are due by 5:00 p.m. on Tuesday, December 8, 2015

SEND TWO (2) COPIES OF THE PROPOSAL TO:

Clerk/Auditor's Office  
Diana Carroll, Clerk/Auditor  
125 E. Center Street  
Moab, UT 84532  
Phone: 435-259-1322  
Fax: 435-259-2959  
Email: dcarroll@grandcountyutah.net

SEND INQUIRIES  
Grand County EMS  
Andy Smith, EMS Director  
125 E. Center Street  
Moab, UT 84532  
Phone: 435-259-1301  
Email: asmith@grandcountyutah.net

***IMPORTANT NOTICE TO ALL RESPONDENTS: Grand County reserves the right to: disqualify incomplete proposals, waive minor defects as it deems applicable in the written proposals, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all proposals without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Proposals will not be considered for award if received by Grand County after the official closing date and time.***

## **PART I- SCOPE OF SERVICES.**

**BACKGROUND:** Grand County Emergency Medical Services (GCEMS) provides a Paramedic level of emergency medical and ambulance services to the residents and visitors of Grand County. GCEMS is headquartered in Moab, UT and averages about 960 total calls per year, with 600 being transports. Typical calls include in-town and backcountry medical calls, motor vehicle accidents on interstate and state highways, as well as inter-facility patient transfers (primarily to Grand Junction and Salt Lake City). GCEMS also provides mutual aid to neighboring communities and counties.

### **SCOPE.**

Respondent must be able to provide the following services

- Provide GCEMS with billing and collection services for emergency medical transport services.
- Receive transport information and supporting documentation through our electronic patient care report (ESO), and confirm receipt of that documentation.
- Prepare all invoices and follow-up mailings. Invoices with instructions must be placed in sealed envelopes and mailed postage prepaid.
- Provide a toll free 800 telephone number with language translation services for billing inquiries by patients.
- As part of your proposal, describe your standard billing schedule. (i.e. initial invoice, statement, past due statements.)
- Prepare invoices electronically and transmit to Medicare and fiscal intermediaries.
- Bill private insurance, supplemental insurance, secondary insurance and workers compensation carriers according to specific requirements. Electronic billing of e-insurance companies should be performed when appropriate.
- Prepare correspondence for additional information or follow up necessary to secure insurance payment on behalf of the department.
- Contact, by telephone, accounts that are past due 45 days to make payment arrangements. That contact must occur prior to submission to any Collection Agency.
- Provide electronic access to Patient billing records
- Execute a Business Associate Agreement for Health Insurance Portability and Accountability Act (HIPAA) compliance.
- Provide easy to read reports of all billing activities.

## **PART II- RESPONDING TO RFP.**

**TIMELINES:** To be considered, 2 (two) sealed copies of the proposal marked "Emergency Medical Billing Services" shall be submitted to the County Clerk/Auditor, at 125 E. Center Street, Moab, UT 84532, no later than 5:00 p.m. on Tuesday, December 8, 2015.

**PROPOSAL OPENINGS:** Proposals shall be opened by a representative from the Clerk Auditor's Office and a witness in private on or after December 9, 2015 at 8:00 a.m. The amount of each proposal, the number of respondents, and any other relevant information shall not be public until after the negotiation process has concluded.

**INSTRUCTION FOR RESPONDING TO THIS RFP:** It is incumbent upon each respondent to carefully examine these specifications, terms and conditions contained in this RFP. Any clarification or

additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFP, notice will be given to all respondents who are registered when receiving this package. To register please send an email to [asmith@grandcountyutah.net](mailto:asmith@grandcountyutah.net) with contact information sufficient to forward any amendment. Respondents must acknowledge receipt of the amendment in their proposal. Each Respondent should ensure that they have received all amendments to this RFP before submitting their proposal; please check the Grand County web site at [www.grandcountyutah.net](http://www.grandcountyutah.net) for any amendments.

**PROPOSALS:** Two (2) copies of the information enumerated below is to be returned in response to this RFP. The proposals shall be sealed and marked "Emergency Medical Billing Services". Information that shall be submitted includes:

1. Company resume including contact information
2. Main contact person for proposal purposes and for business needs
3. References information for 4 past and/or current services provided of a similar size, scope, etc., including name, telephone number and email of a contact person from that entity.
4. Business license and certifications required to perform work
5. Any unique suggestions or requirements
6. FORM 1: Public Records Law
7. FORM 2: Cost Breakdowns - The Respondent must provide a proposal of the work to be completed and include the maximum cost for the service

### **PART III- SELECTION PROCESS.**

**SELECTION SCHEDULE:** Each proposal will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written proposals and rank each proposal on the considerations noted in RFP. The committee may request the top Respondents to attend an interview and provide additional information to the committee.

The selection committee will endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with the first firm, it is anticipated that negotiations will begin with the next highest rated firm and so on until a mutually agreeable contract can be negotiated. The selection committee will forward a recommendation and draft contract to the County Council for awarding of the contract.

**PROPOSAL EVALUATION CRITERIA:** The selection of the successful Respondent will be based upon the following criteria:

1. Expertise in the field of ambulance billing and collections
  - a. Knowledge of the state laws and regulations.
  - b. Knowledge of Medicare and Medicaid regulations and codes.
  - c. Knowledge of the healthcare industry.
  - d. Licenses and certifications required to perform work within the state of Utah.
2. Effectiveness of collections
  - a. Expected collection percentage.
  - b. Timeliness of collections.
  - c. Security of receipt and posting of payments.
3. Customer relations
  - a. How well does the respondent handle customer inquiries?

- b. How do they deal with customer complaints and problems?
  - c. What methods of customer feedback does the respondent provide to the GCEMS?
4. Reporting
  - a. Usefulness of financial reports provided.
  - b. Effectiveness of feedback provided from customers.
5. Compliance with and information provided in the RFP
6. Cost of service
7. Determination of meeting all the requirements contained in Part IV- Requirements/Standards Governing RFB and negotiation of a contract.
8. Other areas as deemed appropriate by GCEMS

#### **PART IV- REQUIREMENTS/STANDARDS GOVERNING RFP.**

SCOPE: The following terms and conditions, including in Part IV- Requirements/Standards Governing RFP shall govern the submission of proposals. Any conflict with the terms and conditions contained in Part IV- Requirements/Standards Governing RFP and Part V Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any proposals, which takes exception to the terms or conditions in Part IV or Part V of this document.

COMPLETING PROPOSALS: Proposals must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each proposal must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) proposal. The contents of the proposal submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be securely sealed to provide confidentiality of the proposal information prior to the proposal opening. The submitted proposal envelope must be prominently marked in the lower left hand corner "REQUEST FOR PROPOSAL and PROJECT TITLE" along with the proposal submission date and time. Failure to mark proposal envelopes as required is cause for proposal rejection as the County may not consider proposal improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the proposal submission.

All proposals become public information after the proposal opening and are available for inspection by the general public in accordance with the Government Records Management Act.

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to Grand County, 125 E. Center Street Moab, UT 84532. To be considered, any such request must be received in time to allow for the County sufficient time to prepare and disseminate a written response. When appropriate valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

ADDENDUM: All changes in connection with this request for proposals will be issued by the County's in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the proposals response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the proposal.

CONDITIONAL PROPOSALS: Conditional proposals are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the proposal envelope. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the County prior to the proposal submission deadline. After proposal opening no changes in proposal prices or other provisions of proposals prejudicial to the interest of the County or fair competition shall be permitted.

**PROPOSALS BINDING:** All proposals submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

**NEGOTIATION:** The County reserves the right to negotiate any and all elements of this proposal.

**TIME LIMIT TO EXECUTE CONTRACT:** The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

**CODES AND REGULATIONS:** All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

**SAFETY:** All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

**NON-LIABILITY:** The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

**INVOICE:** Invoices shall be prepared and submitted in duplicate to Grand County Clerk Auditor's Office, 125 E. Center Street Moab, UT 84532.

**COLLUSIVE PROPOSALS:** The respondent certifies, by submission of a proposal, that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such respondent void.

**CONFLICT OF INTEREST:** The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

**DISCLAIMER OF LIABILITY:** Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

**HOLD HARMLESS:** The respondent agrees to protect, defend, indemnify, and hold the Grand County, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees or representatives, in the performance of the respondent duties under any agreement resulting from award of this proposal. The respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

**ANTI-DISCRIMINATION CLAUSE:** No respondent on this proposal request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**ACCURACY OF PROPOSAL:** Each proposal is publicly opened and is made part of the public record of Grand County's, Clerk Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

**PUBLIC RECORD:** Grand County is governed by the Governmental Record Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's proposal and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's proposal. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the proposal. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

**SUBSTITUTIONS:** No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract proposal prices.

**DISCOUNTS:** Any and all discounts must be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining award or awards.

**INCURRED EXPENSES:** This proposal does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

**LOCAL VENDORS.** Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County Departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-County purchase.

**NO WAIVER OF FUTURE RIGHTS:** No provision in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

**BOND AMOUNTS.** Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

**RFP DISCLAIMER.** Grand County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

**SUSPENSION & TERMINATION.** Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.

**FORM 1**  
**Public Records Law**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

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

**FORM 2  
Proposal Breakdowns**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

I, \_\_\_\_\_ (Printed Name) on behalf  
of \_\_\_\_\_ (Print Company Name),  
provide Grand County with this proposal and agree to comply with Part IV- Requirements/Standards  
Governing RFP.

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

**Emergency Medical Billing Services**

1. All services described in this RFP \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal A (Not to Exceed Amount)** \$ \_\_\_\_\_

**Main total (Not to Exceed Amount)** \$ \_\_\_\_\_

## NOTICE OF RFP

Grand County is currently accepting proposal for ambulance billing and collection services. Please see the county website at [www.grandcountyutah.net](http://www.grandcountyutah.net) for the full RFP.

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**  
 Agenda Item: G

<b>TITLE:</b>	Approving Contract Award for Grand County Public Defender
<b>FISCAL IMPACT:</b>	\$80,000 per year of contract, in budget for 2016 (same as 2015)
<b>PRESENTER(S):</b>	Ruth Dillon, Council Administrator

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

**FOR OFFICE USE ONLY:**  
**Attorney Review:**  
  
 Proposal was forwarded to  
 County Attorney's Office

**RECOMMENDATION:**  
 I move to approve the contract award to Torgerson Law Offices for Public Defender Services for \_\_\_\_\_ years from January 18, 2016, with the option of yearly written renewal(s) at the end of the term, depending on successful completion of full scope of services; and authorize the Chair to sign all associated documents.

**BACKGROUND:**  
 Public Defender services have been provided since January 18, 2011 by Torgerson Law Offices under a five-year contract. Semi-annual reports have been made to County Council since that time. A Request for Proposals (RFP) was noticed on November 20, 2015 with a due date of December 28, 2015.

Only one proposal—from Torgerson Law Offices—was received.

Torgerson Law Offices proposes:  
  
 to provide all of the services requested in the RFP (Part 1-Scope of Services) at the fixed rate of \$80,000.00 annually. We also propose a contract term of 5 years, with the option for automatic renewal at the end of the term.

Note that the RFP states:  
  
 The successful contract will initially be in effect as early as January 18, 2016 and continue through December 31, 2018 with the option of yearly written renewals depending on successful completion of full scope of services.

- ATTACHMENT(S):**
1. Proposal (letter dated 12/24/2015)
  2. Request for Proposals (RFP) and Notice
  3. Current contract

# TORGERSON LAW OFFICES

*A Professional Corporation*

Don M. Torgerson

453 East Main Street, Suite 100  
PO Box 955  
Price, UT 84501

Tel (435) 637-7011  
Fax (435) 636-0138  
[www.pricelawyers.com](http://www.pricelawyers.com)

December 24, 2015

Diana Carroll  
Grand County Clerk/Auditor  
125 E. Center Street  
Moab, UT 84532

Re: *Proposal for Indigent Defense Legal Services*

To Whom it May Concern:

Please consider this proposal to provide public defender indigent defense legal services to Grand County under the Request for Proposals dated November 20, 2015:

Our office has been providing the requested services for the past five years under the current contract, scheduled to expire in January, 2016. During that time, we have quantified the nature of practice in Grand County, including the types of cases that generally arise within the County and the number of cases that are filed each year. We have closely tracked the numbers of cases to which we have been appointed by the Court, and the levels of offenses.

Overall, the criminal cases filed in the District Court have increased by approximately 20% since we began five years ago. However, the new justice initiatives implemented in 2015 by the State Legislature will probably compensate for the increase in cases by reducing some of the charges from felonies to misdemeanors. Because of that, we believe that a continuation of the contract at the same annual rate as before is appropriate.

Accordingly, we propose to provide all of the services requested in the RFP (Part 1-Scope of Services) at the fixed rate of \$80,000.00 annually. We also propose a contract term of 5 years, with the option for automatic renewal at the end of the term.

Page 2 contains the following additional information requested by the RFP about our office. We appreciate your consideration of this proposal.

Sincerely,



Don M. Torgerson  
[don.torgerson@gmail.com](mailto:don.torgerson@gmail.com)

### **Company Resume**

The employees who will perform legal services under this contract are Don Torgerson and Mandie Torgerson. Both are licensed to practice law within the State of Utah and are in good standing with the Utah State Bar. Neither have ever had any disciplinary record or action taken against them.

### **Subcontractors**

No subcontractors are expected under the contract.

### **Similar Services**

With very few exceptions, our office limits its work to court-appointed indigent services. Both attorneys have many years of practice experience in district, juvenile, and justice courts throughout Utah, but primarily in the Seventh Judicial District (Carbon, Emery, Grand, and San Juan Counties). Our firm currently represents indigent criminal defendants as follows:

- Conflict-of-interest cases in Carbon County District Court;
- All indigent defense in Helper City, East Carbon City, Moab City, Price City, and Blanding City justice courts;
- Primary indigent defense in Grand County;
- Felony and family drug courts in Carbon and Grand Counties;
- All appellate work in Carbon and Grand County; and
- Rotating court-appointments in Emery and San Juan Counties.

The following may be contacted regarding the services identified above:

Gene Strate Carbon County Attorney	(435) 636-3240
Jeremiah Humes Deputy Carbon County Attorney/East Carbon City Attorney	(435) 636-3240
Nick Sampinos Price City Attorney	(435) 637-9000
John Schindler Deputy Carbon County Attorney	(435) 636-3243
Andrew Fitzgerald Grand County Attorney	(435) 259-1326

Chad Woolley (801) 567-7255  
Moab City Attorney

Kendall Laws (435) 587-2128  
San Juan County Attorney/Blanding City Attorney

Brent Langston (435) 381-2543  
Deputy Emery County Attorney/Grand County Attorney Pro Tem

**Certifications:**

Don Torgerson's Utah Bar number is 10318  
Mandie Torgerson's Utah Bar number is 10317

**Office Space:**

We currently maintain an office in the Footprints Building located at 131 East 100 South, in Moab.

**Clerical Staff**

We employ two full-time legal assistants to provide clerical support, manage phone calls, and assist with the caseload.

**Additional Forms**

Attached are Form 1 (Public Records Law) and Form 2 (Proposal Breakdowns)

FORM 1 Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become "public records" and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: Torgerson Law Offices, P.C.

Authorized representative (printed): Don Torgerson

Authorized representative (signature): 

Date: 12/24/15

FORM 2 Proposal Breakdowns

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

I, Don Torgerson (Printed Name) on behalf  
of Torgerson Law Offices, P.C. (Print Company Name),  
provide Grand County with this proposal and agree to comply with Part IV- Requirements/Standards  
Governing RFP.

Signature:  Date: 12/24/15

Public Defender Contract Proposal

1. All services described in this RFP	\$ <u>80,000<sup>00</sup> Annually</u>
2. _____	\$ _____
Subtotal A (Not to Exceed Amount)	\$ _____
Main total (Not to Exceed Amount)	\$ _____

GRAND COUNTY REQUEST FOR PROPOSALS (RFP)

FOR

**Grand County Public Defender Contract**

November 20, 2015

Proposals are due by  
Monday, December 28, 2015  
5:00 p.m.

SEND ONE (1) COPY OF THE PROPOSAL TO:

Clerk/Auditor's Office  
Diana Carroll, Clerk/Auditor  
125 E. Center Street  
Moab, UT 84532  
Phone: 435-259-1322  
Fax: 435-259-2959  
Email: dcarroll@grandcountyutah.net

SEND TECHNICAL INQUIRIES

Council Office  
Ruth Dillon, Council Administrator  
125 E. Center Street  
Moab, UT 84532  
Phone: 435-259-1347  
Email: ruthdillon@grandcountyutah.net

***IMPORTANT NOTICE TO ALL RESPONDENTS: Grand County reserves the right to: disqualify incomplete proposals, waive minor defects as it deems applicable in the written proposals, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all proposals without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Proposals will not be considered for award if received by Grand County after the official closing date and time.***

## **PART I- SCOPE OF SERVICES.**

SCOPE. Grand County is accepting proposals for attorney services to provide criminal defense legal representation to qualified indigent clients. The successful contract will initially be in effect as early as January 18, 2016 and continue through December 31, 2018 with the option of yearly written renewals depending on successful completion of full scope of services. The attorney services shall be full service, which will include but are not limited to the following:

- All matters involving criminal charges, excluding juvenile delinquency actions, including murder in the first degree, attempted murder in the first degree, attempted murder in the second degree, first degree felonies, first appeals by the indigent to the Utah Court of Appeals and the Utah Supreme Court. Entitled indigent persons charged with a felony, misdemeanor, probation violation, or other statutory offense committed in Grand County, or with the violation of any Grand County ordinance.
- Hearings. Provide representation at District Court and Justice Court hearings, which includes but is not limited to: evidentiary hearings, review hearings, preliminary hearings, pre-trial hearings, arraignments, order to show cause hearings, and any other hearing associated with a criminal defense case. Expect to be scheduled for court a minimum of 3 days per week.
- Felony Drug Court. Responsible for attending the Felony Drug Court staffing and Drug Court session each Thursday of the month. The staffing and subsequent Drug Court session typically starts at 10:00 am and ends at approximately 12:00 pm.
- Trials. Responsible for non-jury and jury trials and plea-negotiated settlements.
- Appeals. Any appeals to the District Court, Utah Court of Appeals and the Utah Supreme Court. This includes legal research, drafting and submitting appellate briefs and oral argument. In addition, responsibilities include any appeals from the Justice Court to the District Court if appointed by the Justice Court.
- Excluded Services. The Attorney shall not be responsible to represent indigent clients regarding municipal cases or indigents charged with violations of municipal ordinances, dependency cases in the Juvenile Court, juvenile delinquency actions, nor to act as a court-appointed guardian ad litem for indigents.
- Client Meetings. The attorney shall be responsible to obtain office space or the equivalent within Grand County to meet with clients privately. The attorney shall be reasonably available to meet with clients both at a private office and in the County Jail.
- Recordkeeping and Clerical Tasks. Maintain records of indigent client representation and submit detailed written reports to the County Council Administrator every six months and attend County Council Meetings as requested by the County Council or the Council Administrator to provide verbal reports. Provide clerical support to properly manage all paperwork, phone calls, and any other clerical task associated with the caseload.

SPECIAL REQUIREMENTS. Candidates shall have a Juris Doctor from an accredited law school and be an active and good standing member of the Utah State Bar and comply with all terms contained in this RFP. Previous appellate and criminal law experience preferred.

## **PART II- RESPONDING TO RFP.**

**TIMELINES:** To be considered, 1 (one) sealed copy of the proposal marked "Public Defender Contract" shall be submitted to Diana Carroll, at 125 E. Center Street, Moab, UT 84532, no later than 5:00 p.m. on Monday, December 28, 2015.

**PROPOSAL OPENINGS:** Proposals shall be opened by a representative from the Clerk Auditor's Office and a witness in private on Tuesday, December 29, 2015, 1:00 p.m. The amount of each proposal, the number of respondents, and any other relevant information shall not be public until after the negotiation process has concluded.

**INSTRUCTION FOR RESPONDING TO THIS RFP:** It is incumbent upon each respondent to carefully examine these specifications, terms and conditions contained in this RFP. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFP, notice will be given to all respondents who are registered when receiving this package. To register please send an email to [rdillon@grandcountyutah.net](mailto:rdillon@grandcountyutah.net) with contact information sufficient to forward any amendment. Respondents must acknowledge receipt of the amendment in their proposal. Each Respondent should ensure that they have received all amendments to this RFP before submitting their proposal; please check the Grand County web site at [www.grandcountyutah.net](http://www.grandcountyutah.net) for any amendments.

**PROPOSALS:** One (1) copy of the information enumerated below is to be returned in response to this RFP. The proposals shall be sealed and marked "Public Defender Contract". Information that shall be submitted includes:

- Company resume including contact information
- Listing of proposed employees or subcontractor, if any, and scope of work they will perform
- Past and current services provided of a similar size, scope, etc. and the name & telephone number of a contact person from that entity, who will be familiar enough with the past services to give a reference
- Business license and certifications required to perform work
- Any unique suggestions or requirements.
- Identification of office space within the greater Moab Area.
- Identification of the clerical support required to properly manage all paperwork, phone calls, and any other clerical task associated with the caseload.
- Submission of FORM 1 Public Records Law
- Submission of FORM 2 Cost Breakdowns - The Respondent must provide a proposal of the work to be completed and include the maximum cost for the service.

**FORM 1 Public Records Law**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

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

**FORM 2 Proposal Breakdowns**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

I, \_\_\_\_\_ (Printed Name) on behalf  
of \_\_\_\_\_ (Print Company Name),  
provide Grand County with this proposal and agree to comply with Part IV- Requirements/Standards  
Governing RFP.

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

**Public Defender Contract Proposal**

- 1. All services described in this RFP \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal A (Not to Exceed Amount)** \$ \_\_\_\_\_

**Main total (Not to Exceed Amount)** \$ \_\_\_\_\_

### **PART III- SELECTION PROCESS.**

**SELECTION SCHEDULE:** Each proposal will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written proposals and rank each proposal on the considerations noted in RFP. The committee may request the top Respondents to attend an interview and provide additional information to the committee.

The selection committee will endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with the first firm, it is anticipated that negotiations will begin with the next highest rated firm and so on until a mutually agreeable contract can be negotiated. The selection committee will forward a recommendation and draft contract to the County Council for awarding of the contract.

**AREAS OF CONSIDERATION IN THE SELECTION PROCESS:** The selection of the successful Respondent will be based upon the following criteria:

- Compliance with and information provided in the RFP.
- The firm's recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- Licenses and certifications required to perform work within the state of Utah.
- Demonstrated attention to detail.
- Cost of service.
- All other criteria deemed pertinent by the committee in review of the proposals.
- Demonstrated ability to establish an effective working relationship.
- Determination of meeting all the requirements contained in Part IV- Requirements/Standards Governing RFB and negotiation of a contract.

## **PART IV- REQUIREMENTS/STANDARDS GOVERNING RFP.**

**SCOPE:** The following terms and conditions, including in Part IV- Requirements/Standards Governing RFP shall govern the submission of proposals. Any conflict with the terms and conditions contained in Part IV- Requirements/Standards Governing RFP and Part V Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any proposals, which takes exception to the terms or conditions in Part IV or Part V of this document.

**COMPLETING PROPOSALS:** Proposals must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each proposal must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) proposal. The contents of the proposal submitted by the successful respondent will become part of any contract awarded as a result of this request.

**CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be securely sealed to provide confidentiality of the proposal information prior to the proposal opening. The submitted proposal envelope must be prominently marked in the lower left hand corner "REQUEST FOR PROPOSAL and PROJECT TITLE" along with the proposal submission date and time. Failure to mark proposal envelopes as required is cause for proposal rejection as the County may not consider proposal improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the proposal submission.

All proposals become public information after the proposal opening and are available for inspection by the general public in accordance with the Government Records Management Act.

**REQUEST FOR INFORMATION:** Any request for clarification or additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to Grand County, 125 E. Center Street Moab, UT 84532. To be considered, any such request must be received in time to allow for the County sufficient time to prepare and disseminate a written response. When appropriate valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

**ADDENDUM:** All changes in connection with this request for proposals will be issued by the County's in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the proposals response.

**TAX EXEMPT:** Grand County is exempt from federal and state taxes. DO NOT include taxes in the proposal.

**CONDITIONAL PROPOSALS:** Conditional proposals are subject to rejection in whole, or in part, at the sole discretion of Grand County.

**LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the proposal envelope. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the County prior to the proposal submission deadline. After proposal opening no changes in proposal prices or other provisions of proposals prejudicial to the interest of the County or fair competition shall be permitted.

**PROPOSALS BINDING:** All proposals submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

**NEGOTIATION:** The County reserves the right to negotiate any and all elements of this proposal.

**TIME LIMIT TO EXECUTE CONTRACT:** The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

**CODES AND REGULATIONS:** All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

**SAFETY:** All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

**NON-LIABILITY:** The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

**INVOICE:** Invoices shall be prepared and submitted in duplicate to Grand County Clerk Auditor's Office, 125 E. Center Street Moab, UT 84532.

**COLLUSIVE PROPOSALS:** The respondent certifies, by submission of a proposal, that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such respondent void.

**CONFLICT OF INTEREST:** The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

**DISCLAIMER OF LIABILITY:** Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

**HOLD HARMLESS:** The respondent agrees to protect, defend, indemnify, and hold the Grand County, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees or representatives, in the performance of the respondent duties under any agreement resulting from award of this proposal. The respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

**ANTI-DISCRIMINATION CLAUSE:** No respondent on this proposal request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**ACCURACY OF PROPOSAL:** Each proposal is publicly opened and is made part of the public record of Grand County's, Clerk Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

**PUBLIC RECORD:** Grand County is governed by the Governmental Record Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's proposal and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's proposal. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the proposal. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

**SUBSTITUTIONS:** No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract proposal prices.

**DISCOUNTS:** Any and all discounts must be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining award or awards.

**INCURRED EXPENSES:** This proposal does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

**LOCAL VENDORS.** Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County Departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-County purchase.

**NO WAIVER OF FUTURE RIGHTS:** No provision in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

**BOND AMOUNTS.** Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

**RFP DISCLAIMER.** Grand County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

**SUSPENSION & TERMINATION.** Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.

GRAND COUNTY, UTAH  
PUBLIC DEFENDER AGREEMENT

THIS AGREEMENT, is made and entered into effective the 18 day of January 2011, by and between GRAND COUNTY, which shall be called the "County" in this agreement; and CHIARA & TORGERSON, PLLC, who shall be called the "Public Defender" in this agreement.

WHEREAS, the County, in accordance with Title 77, Chapter 32, Utah Code Annotated, 1953 as amended, and other statutes, is required to provide minimum standards for the representation and defense of indigent defendants in criminal and civil matters in the courts and various administrative bodies of the state, and

WHEREAS, Section 77-32-6, Utah Code Annotated, 1953 as amended, provides that the Board of County Council may provide the legal services so prescribed through the appointment of a qualified attorney or attorneys to whom the County shall pay a reasonable compensation and expenses, and

WHEREAS, representation of defendants is required by statute in certain criminal and civil matters and the County may have the legal obligation to provide legal representation to indigent persons in such matters, and

WHEREAS, the Public Defender is a qualified and competent law firm who employs attorneys that are licensed to practice law in the State of Utah and represents to the County that it is willing and able to provide adequate and required legal services to indigents in the County;

NOW THEREFORE, in consideration of the mutual conditions set forth in this agreement, the parties hereby agree as follows:

**1. Compensation.**

- a. The County agrees to pay the Public Defender for the legal services to be rendered pursuant to this agreement compensation in the amount of \$80,000 annually.
- b. If the Public Defender selects to participate in Grand County health insurance program, Public Defender will reimburse the County on a monthly basis for the entire health insurance premium.

**2. Terms, Termination and Compensation.**

- a. This contract shall be in effect a period of five years, beginning January 18, 2011 and ending January 18, 2016.
- b. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall in writing notify the other party of such breach. The other party shall within fifteen (15) days commence all actions reasonably necessary to cure the breach and shall notify the complaining party in writing of the actions taken to cure the breach. In the event that actions reasonably necessary to cure the breach are not timely

commenced, the complaining party may terminate this agreement upon ninety (90) days written notice.

- c. In the event of disciplinary action by the Utah State Bar against the Public Defender, this contract may be terminated without notice.
- d. In the event the Public Defender intends to cease in its contracted relationship with the County as Public Defender, or the County does not intend to renew this contract, ninety (90) days written notice to the other party is required. If 60 days has expired after giving the written notice required by this subsection and the Public Defender has not been relieved of its duties, the Public Defender shall be paid at the rate of \$75.00 per hour until the Public Defender is replaced.
- e. Compensation shall be payable in equal installments on a monthly basis. Invoices should be submitted to the Grand County Clerk's Office at 125 East Center Street, Moab Utah, 84532.

### **3. Legal Services.**

- a. The Public Defender shall provide legal services and representation to qualified indigents in all matters involving criminal charges, excluding juvenile delinquency actions, in which the County is obligated to pay for legal services for indigents subject to the exclusions and qualifications specified in this agreement.
- b. The legal services and representation to be provided by the Public Defender shall include, but not be limited to, office and telephone conferences with indigent clients, conferences in the jail with indigent clients, arraignments, preliminary hearings, other related hearings, trials, appeals to the district court, attendance at weekly drug court staffing and hearings, and any other proceedings contemplated by this agreement and normally required in the matters and actions involving such indigents and includes first appeals of right by the indigent to the Utah Court of Appeals and the Utah Supreme Court.
- c. The Public Defender shall provide legal services and representation to the following:
  - i. Indigent persons entitled thereto upon appointment by the justice court judge, a judge of the Seventh Judicial District Court, and a justice of the Utah Supreme Court, provided, however, that the indigent is charged under the laws of the State of Utah with a felony, misdemeanor, probation violation, or other non-infraction statutory offense committed in Grand County, Utah, or with the violation of any Grand County ordinance, or in the event the indigent criminal defendant is seeking a writ of habeas corpus to the Supreme Court of the State of Utah.
- d. The Defender shall provide legal services and representation in matters involving criminal charges including murder in the first degree, attempted murder in the first

degree, attempted murder in the second degree, first degree felonies, first appeals by the indigent to the Utah Court of Appeals and the Utah Supreme Court where the state is required to provide indigents with legal representation.

- e. In the event of a capital felony case, the Public Defender shall be required to represent the defendant until such time as the County has been able to solicit, receive and consider proposals for the representation of that defendant on that charge.

#### **4. Excluded Services.**

It is understood and agreed by the parties that the Public Defender shall not be responsible under this agreement to represent indigent clients charged with violations of municipal ordinances, dependency cases in the Juvenile Court, juvenile delinquency actions, nor shall the Public Defender be responsible to act as a court appointed guardian ad litem for indigents.

#### **5. Accessibility and Jail Visits.**

- a. The Public Defender agrees to the following:
  - i. The Public Defender shall make all reasonable efforts to visit indigent clients incarcerated at the earliest possible moment and to be reasonably accessible to such indigent clients.
  - ii. It is understood and agreed that accessibility to indigent clients is an integral consideration in the making of this agreement and therefore the Public Defender agrees to be available and accessible to indigent clients reasonably in advance of any hearings or proceedings for purposes of interviews, gathering of information, making of decisions, and the doing of such other things as is reasonably necessary to adequately and properly represent the indigent client.
  - iii. The Public Defender shall maintain a suitable office space to be located in Moab City or the Spanish Valley area of Grand County.

#### **6. Non-indigent Clients.**

Nothing in this agreement shall prevent the Public Defender from representing clients in other criminal or civil cases or in other matters in the county who have not been determined indigent by the court. Public Defender shall be allowed to maintain his private practice of law.

#### **7. Conflicts or Inability to Represent.**

- a. In the event of a conflict of interest, inability or circumstances such that the Public Defender is not able to represent the indigent client such conflicts shall be made immediately known to the court. The court shall determine whether such conflict of interest, inability or circumstances in fact exist, and upon a determination by the court that the Public Defender should be excused from the case the court may excuse the Public Defender from the case and may appoint another attorney to represent the indigent client.

- b. In the event of a court determination that the Public Defender cannot represent an indigent pursuant to the immediately preceding paragraph, the County shall employ and pay another attorney to defend or represent the indigent client.

**8. Reports and Record Keeping.**

- a. The Public Defender agrees to maintain records of all representation of indigent clients under the terms of this agreement and to submit written reports to the Grand County Council Administrator of such services every six months. The Public Defender also agrees to present such records in County Council meetings as requested by the Council or the Council Administrator.
- b. Reports shall include historical and annual comparative information as to the number and types of cases or matters handled specifying the types and classes of offenses, courts, particular clients, non-jury trials, jury trials, hearings other than trials, plea-negotiated settlements, and/or such other factors as may be reasonably requested by the County that do not violate attorney client privilege.

**9. Disclaimers.**

- a. It is understood and agreed that neither the Public Defender nor any of its staff or agents are employees of the County.
- b. The Public Defender will be acting in all respects as an independent contractor and the County will in no way be liable for or on account of the conduct, negligence, or omissions of the Public Defender.

**10. Renewal of Contract, or, Transition Upon Termination of Contract.**

- a. In the event this appointment is not renewed by the County:
  - i. The Public Defender agrees to cooperate with its successors including filing the necessary pleadings for withdrawal and to deliver all applicable files, information and materials to his successor.
  - ii. All matters pending at that time shall become the responsibility of the subsequently appointed public defender.
  - iii. In the event the Public Defender is not permitted to withdraw from the representation in any matter by the court upon the conclusion of this agreement and any extensions hereto, the County agrees to compensate the Public Defender at the rate of \$75.00 per hour, or as agreed to in special type cases, for services provided beyond the term of this agreement and any extensions thereto.

**11. Principal Office and Liaison.**

The Public Defender shall notify the Council Administrator of his physical address in

Moab or the Spanish Valley, or change of address or phone number within a week of any change thereof.

**12. Public Defender Status.**

In the event of any change of address, on-going conflict, or inability to practice law, the Public Defender shall promptly notify the County in writing of such change in status.

**13. Non-Assignability.**

This agreement may not be assigned by the Public Defender to any attorney other than Samuel Chiara (Utah Bar Number 7829) or Don Torgerson (Utah Bar Number 10318), without the prior written consent of County. In addition, the Public Defender may not assign the responsibilities of this contract to another person in Public Defender's firm without the specific written approval of the County. Provided, however, Public Defender may, at Public Defender's expense, hire another attorney licensed to practice law in the State of Utah to attend drug court staffing meetings for Public Defender and report the results of those meetings to Public Defender on a weekly basis.

**14. Notice to the Parties.**

Any notice required by this agreement to be given shall be given in writing at the following address unless designated otherwise in writing:

- Grand County Council Administrator, 125 East Center Street, Moab, Utah 84532.
- Chiara & Torgerson, PLLC, 453 East Main Street, Suite 100, Price, Utah 84501 or PO Box 955 Price, Utah 84501.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each of which shall be deemed an original, on the 18 day of January, 2011.

ATTEST:

GRAND COUNTY:

By: Diana Carroll  
Diana Carroll Grand County Clerk

By: Chris Baird  
Chris Baird, County Council Chair

PUBLIC DEFENDER:

CHIARA & TORGERSON, PLLC

By: Don M. Torgerson  
Don M. Torgerson, Member

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2015**  
 Agenda Item:H

<b>TITLE:</b>	Taking action on a Proposed Rezone of Property Located at 3552 Spanish Valley Drive from Rural Residential (RR) to Small Lot Residential (SLR).
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

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

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

**STATED MOTION :**

Move to approve the proposed rezone of property located at 3552 Spanish Valley Drive from rural residential to small lot residential.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning commission held a public hearing on November 11, 2015, and voted to forward a recommendation to the County Council *to deny* the rezone request.

**STAFF RECOMMENDATION:**

Pending multiple changes to the Grand County General Plan, Land Use Code, Impact Fee Facilities Plan, and Spanish Valley Transportation Plan, staff recommends *denial* of the rezone request.

**BACKGROUND:**

Amendments to the Grand County Zoning Map are legislative decisions that should be supported by the Grand County General Plan, Future Land Use Plan, evolving community needs, and health, safety, and welfare.

When voting, the Council may:

1. Approve the rezone request, stating reasons for approval,
2. Deny the rezone request, stating reasons for denial, or
3. Table the rezone request, stating reasons for tabling.

***Please see the staff report (updated December 30, 2015) for additional background information.***

**ATTACHMENT(S):**

1. Staff Report and accompanying materials
2. Citizen comments (vast majority appear to be against the proposed rezone)
3. CMNRS master plan overlay approved by resolution in 1995



## S T A F F   R E P O R T

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**MEETING DATE:** December 15, 2015, Public Hearing (*This report is updated prior to the January 5, 2016 meeting*)

**TO:** Grand County Council

**FROM:** Planning Staff

**SUBJECT:** Application to Rezone Approximately 20 Acres of Property Owned by the Carmichaels, located on Spanish Valley Drive North of Rim Village, from Rural Residential to Small Lot Residential

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PLANNING COMMISSION RECOMMENDATION: DENIAL

### POSSIBLE COURSES OF ACTION

Amendments to the zoning map are legislative decisions. The State of Utah grants land use authorities the discretion to make zoning changes with guidance from their general plans, considerations of public health, safety and welfare, and changing community needs. When making a motion and stating reasons for approval or denial the Council may reference findings for Sec. 9.2.7 of the Land Use Code (LUC), Issues for Consideration, and consistency with the Future Land Use Plan.

Possible courses of action the Council may elect to follow include:

1. Approve the rezone, stating reasons for approval.
2. Deny the rezone, stating reasons for denial.
3. Table the application for additional comment and review.

There are several important factors to consider for rezone applications, which are discussed below.

### BACKGROUND

#### **Introduction**

This application is submitted by the property owners, Gary and Judy Carmichael (Applicants), who are seeking a rezone from Rural Residential (RR) to Small Lot Residential (SLR). The area proposed for rezone consists of 20 acres of vacant land located on Spanish Valley Drive, north of Rim Village. Surrounding properties are zoned RR (1 unit/acre) and MFR-PUD (2,200 square foot condominium sites). In 1998, at the time of approval, the MFR-PUD was designated as the R-3 zone district and eventually became Rim Village.

**History**

At the time Grand County adopted its very first zoning map in 1978, land southeast of the Carmichael property was designated R-3 with a permitted maximum density of 1 residential unit per 2,200 square foot lot. Today, the R-3 zone district is called Small Lot Residential (SLR) with a base zone density of five (5) units per acre. A non-conforming, light industrial business, (Beeman Drilling) used for the storage of equipment is located north of the property in question.

The Rim Village zoning designation occurred prior to the adoption of a Future Land Use Plan. Properties were originally zoned according to existing, on-the-ground activities or in anticipation of future infrastructure development. In the 1980s, individual landowners paid to extend water and sewer lines to this area. Rim Village was developed in 1998 as a single-family mixed use condominium project with the density of 2,200 square feet per unit as allowed in the 1998 Land Use Code and associated zoning map.

To date, the majority of land in Spanish Valley south of Spanish Trail Road is zoned Rural Residential (RR), with the exception of Rim Village.

*(Updated December 30, 2015)* In 1995 the Carmichaels joined four other property owners owning parcels adjacent to and nearby this parcel in question (Meador, Nightingale, Reid, and Sleight), and voluntarily asked the County Council to approve by resolution a master plan overlay that specifically dictated their 20 acres would permit, "Up to and including, but not more than 20 dwelling units..." The development stipulations went on to dictate, "At least 30% of the block is required to be dedicated as open space." While not necessarily binding in 2015, the voluntary 1995 resolution indicates a commitment the Carmichaels' made to preserve the low-density development pattern in the area.

**ZONING STANDARDS****Use**

Article 3 of the land use code establishes uses permitted within each zone district. Single-, two-family and town house uses are permitted by right in both the existing (RR) and proposed (SLR) zone districts. The site's proposed access will be Spanish Valley Drive, a major collector street. A rezone to SLR will additionally allow for the development of a manufactured home community by conditional use.

**Density and Lot Dimension**

Article 5 establishes densities by zone district. Under the current RR zoning, the subject parcel would accommodate up to 1 unit per acre. The requested zone change to SLR would accommodate between 5 and 7.5 units per acre with any density increases above 5 units per acre requiring both open space and affordable housing. RR single-family standards are designed to accommodate low density, rural neighborhoods. SLR single-family standards will accommodate smaller lots and more compact development.

**Table 1:** A rezone to SLR will allow for a gross maximum density of 100 to 150 dwelling units.

Zone District	Project Acreage	Units Per Acre	Total Allowed Density	Up-Zone
Existing RR	20	Conventional: 1	20 units	<u>80 to 130 additional units</u>
Proposed SLR	20	Conventional: 5 *Incentive 1: 6.5 *Incentive 2: 7.5	100 to 150 units	

*\*A minimum of 50 percent of the bonus dwelling units in “Density Incentive 1” and a minimum of 70 percent of the bonus dwelling units in “Density Incentive 2” must be affordable housing restricted in accordance with the requirement of Sec. 6.14 of Grand County Land Use Code.*

**Traffic**

Spanish Valley Drive is a major north-south collector road that runs the length of Spanish Valley and into San Juan County. It is a two-lane unapproved roadway with approximately 26 feet of pavement along its entire length, and does not have curb, gutter, or sidewalk (Spanish Valley Transportation Master Plan, July 2010). Without additional information, the Council should consider the impacts of possible additional traffic on Spanish Valley Drive and other streets within the nearby vicinity. If commuters are looking for quick access to Highway 191, Resource Blvd, Beeman Drive, and Meador Drive through Rim Village may also be impacted with additional traffic.

The Institute of Transportation Engineers (ITE) Trip Generation Manual assumes that single-family homes generate an average of ten daily trips (ADTs) per household. Total traffic volumes are calculated by multiplying the proposed number of housing units by the ADT value for each housing type present. While traffic volumes can be higher or lower than predicted by the ITE Trip Generation Manual, they are typically lower only when households are located with walking or biking distances to amenities such as shopping, restaurants, and recreational destinations. Applicants may provide their own studies to justify forecasted traffic volumes lower than those predicted by the ITE Trip Generation Manual.

**GENERAL PLAN**

Through the adoption of the 2012 General Plan Update, Grand County adopted a Future Land Use Plan (FLUP) for the first time. The FLUP was the result of numerous public workshops and serves as an important long range planning tool for Grand County, Moab City, SITLA, and special service districts. Adherence to such documents helps enable local entities to ensure adequate availability of public services (e.g. law enforcement, fire, emergency services) and public facilities (e.g. water supply, sewer, roads, drainage). When considering an application to rezone, the Council should acknowledge the importance of preserving consistency with the FLUP.

The FLUP designates specific areas within Grand County as appropriate for certain uses and growth. In particular, The FLUP calls for small lots and compact housing near Moab City with decreasing tiers of density and rural development patterns further out. Density is important with respect to housing supply and affordability, but long-term planning for infrastructure maintenance, low traffic volumes, and efficient land use is also important. Additionally, density does not guarantee affordability. Currently, Grand County does not have any mechanisms in place to ensure that new development contains even a small percentage of affordable housing.

*Figure 4.15, Future Land Use Plan –Spanish Valley* designates the land south of Spanish Trail Road, including the subject parcel, as “Rural Residential”.

#### LAND USE CODE

Rezoning is a discretionary decision, meaning the County may reasonably decide the request either way. In addition to the policies outlined in the General Plan and Future Land Use Plan, the Land Use Code offers further guidance in Sec 9.2.7, Issues for Consideration. The Applicant’s response to each issue is provided in attached materials. Staff comments are provided below.

A positive finding with respect to each issue is not required to justify a rezone.

#### **Sec. 9.2.7 Issues for Consideration**

**1. Was the existing zone for the property adopted in error? No – the owner has historically used the property as a rural alfalfa field, which is an allowed use in the RR zone district.**

**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.)? Sewer and water lines were extended in the 1980s. The Spanish Valley Transportation Master Plan identifies deficiencies on Spanish Valley Drive, such as curb, gutter, road widths and suggests recommended improvements, including widening of Spanish Valley Drive to three lanes. The County has developed Old Spanish Trail Arena (OSTA) into a secondary community park, including soccer fields and ball parks.**

Prior to the adoption of a Future Land Use Plan, the parcel adjacent to the Carmichael parcel was rezoned to a MFR (R-3) zone district, which has developed into a condominium and townhome development.

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In 2009, Grand County and Moab City adopted an Interlocal Affordable Housing Study and Plan, which outlined the growing need for housing units affordable to moderate- and low-income households. One tool, among many, for increasing the availability of affordable housing units is to increase housing densities. Nevertheless, smart growth planning theory and current knowledge of long-term infrastructure maintenance, transportation, social, and healthcare costs dictate that compact development near commercial centers has many advantages. Staff encourages the Council to evaluate the merits of this rezone application in light of the Moab Area's increasing affordability gap and affordable housing deficit, as well as future growth patterns in the Spanish Valley area of Grand County. As noted above, Grand County currently does not have a mechanism in place to guarantee new development includes a share of affordable housing.

**3. Is there a need for the proposed use(s) within the area or community?** Smaller, more compact development is needed close to town. Such development limits vehicle miles traveled, promotes efficient infrastructure (and maintenance), and enables people to live close to where they work and obtain goods and services. In 2012, the General Plan addressed this need through the adoption of a Future Land Use Plan (FLUP). The FLUP designates areas for potential growth and increased residential density. The subject parcel is not located in areas targeted for infill or higher density housing.

**4. Will there be benefits derived by the community or area by granting the proposed rezoning?** Benefits derived from the proposed up-zone include: additional housing stock, increased development rights for the property owner, and possibly increased property taxes for Grand County.

Granting the proposed rezone in its current form does not guarantee that any of the long term benefits outlined in the General Plan and Land Use Code necessary to support an increase in residential density will be addressed. These include: preservation of rural character (through either clustered development, varying lot sizes, or open space), multimodal transportation, proximity to town, or an affordable housing component.

**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?** The proposed rezone is not supported by the Future Land Use Plan or the vision, goals, and strategies identified in the General Plan.

The applicant's statement lists a number of the goals and strategies of the FLUP, however, it does not explain how the proposed rezone supports them.

**6. Should the development be annexed to a City?** No, the City does not provide any services.

**7. Is the proposed density and intensity of use permitted in the proposed zoning district?** Single-family detached housing and two-family duplex or townhomes are permitted by right in the SLR zone district. A rezone to SLR will additionally allow for the development of a manufactured home community by conditional use.

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In either the current or proposed zone district, an applicant may request a Planned Unit Development (PUD) overlay and develop a subdivision with smaller lots, smaller setbacks, narrower lot widths, narrower streets, and open space preservation. The PUD option is mentioned here not because it would change the maximum density available in the RR district, but rather to demonstrate that up to 20 homes could be constructed on a very small percentage of the subject parcel leaving the majority of it available for higher density development pending changes to the FLUP and zoning map.

**8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?** Staff assumes the rezone would facilitate a conventional lot subdivision. Such an outcome would affect the overall scenic quality of the area, as it would transform an alfalfa field to a residential subdivision. However, staff recognizes that Rim Village, a high density commercial condominium development to the south, has already created significant visual and traffic impacts on the area. In recent years, Grand County has also approved the development of the Old Spanish Trail Arena. In the near future, a proposed USU campus to the north will inevitably create visual and traffic impacts on the south-US 191 and Spanish Valley Drive corridors. Of course, granting a substantial increase in residential density in an area farther from town than identified in the FLUP's infill or transitional zones will result in indirect environmental impacts such as increased traffic on roads and additional sewer and water needs.

**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?** Conventional subdivision in the SLR zone permits 5 units per acre (8,700 sq. ft. lots). With the exception of the condominium development located at Rim Village, lots south of Spanish Trail Road have been developed to the RR designated one unit per acre density. The vast majority of lots south of Spanish Trail Road remain one acre or greater in size.

**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?** Staff anticipates all public facilities and services necessary to serve the development will be available. GWSSA and the County Road Department have not provided letters for the ability to serve the additional units or the expense to extend or upgrade the services.

**11. Does the proposed change constitute spot zoning?**

The best way to avoid spot zoning is to make rezoning decisions based on the FLUP, future growth patterns, and community needs.

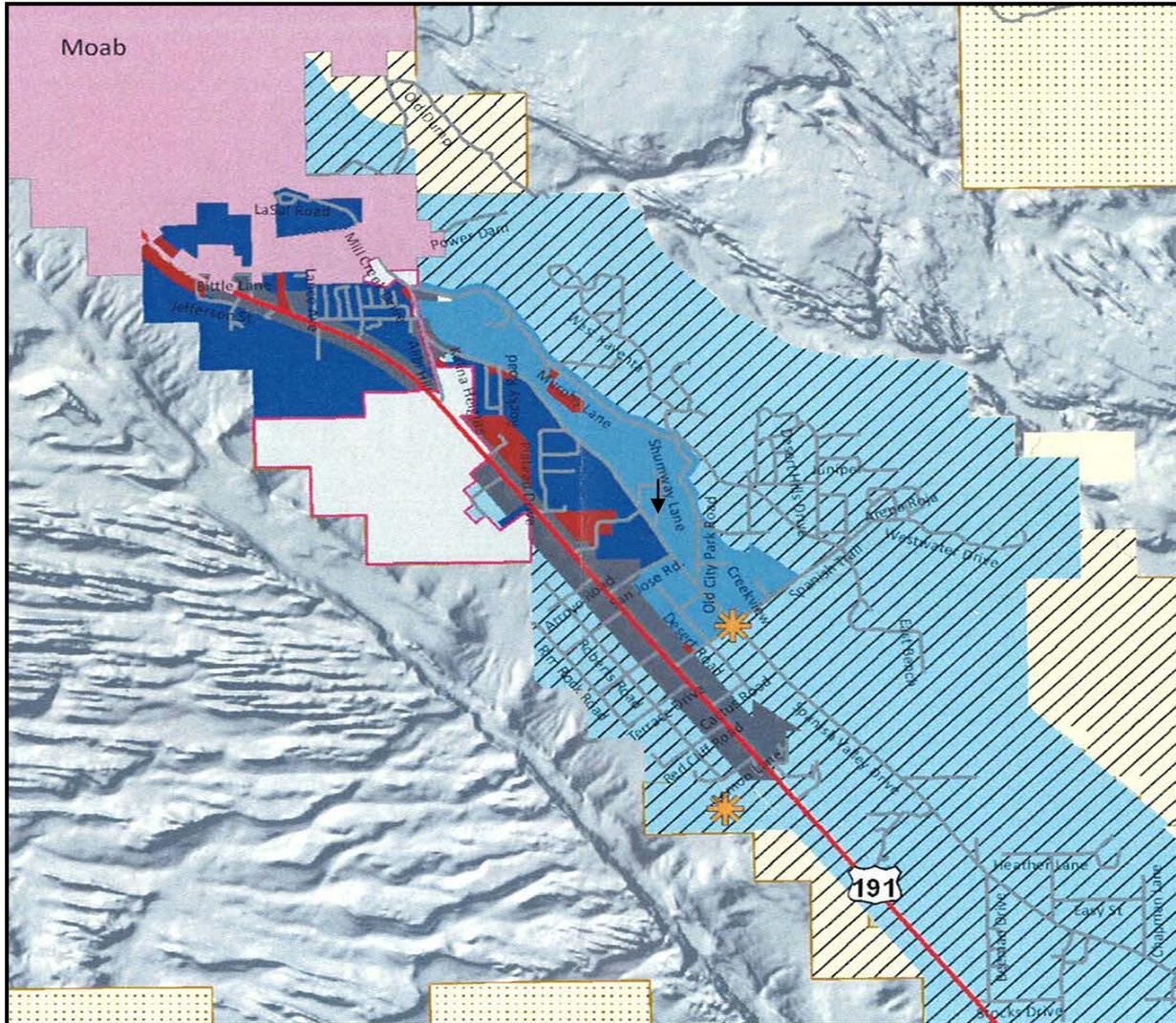
### Public Notices

The public notice for rezone review was posted in the newspaper of general circulation U.C.A. 17-27a-205 and Land Use Code Sec. 9.1.8 B.2., posted on site, and the Utah Public Meeting Notice Website at <http://pmn.utah.gov/>, as required for public hearing. Additional a public notice was sent by mail to property owners within 100 feet of the proposed rezone.

**ATTACHMENTS:**

1. Applicant Narrative
2. Surrounding Property Owners





Future Land Use Plan Designations



**Sec. 9.2.7 Issues for Consideration:**

**1. Was the existing zone for the property adopted in error?**

*The existing zoning was not adopted in error, this is a residential area and if the county needed another large lot development we would not be requesting a zone change. The county needs houses working people can afford. Up zoning could accomplish this, this land is development ready.*

**2. Has there been a change of character in the area (e.g. installation of public facilities, new growth trends, deterioration, development transitions, etc.)?**

*Change is an understatement for our land. When we bought it in 1975 it was 20 acres in the middle of vacant land on 3 sides, East, South and West. The north side had an industrial use business and a one acre lot. In December on 1975 we purchased this land from CJ Meador Sr. Mr. Meador owned land adjoining two sides of our property at that time. The BLM owned the vacant land on the west side. H.E. Beeman Drilling (it is a non-conforming industrial use in RR zone today) and Arnold Kramer owned land adjoining the north side. Mr. Kramer sold his one acre lot to Jack Horton in December of 1975. Jack Horton's property is also zoned Rural Residential ; it is a non-conforming 3 house parcel at this time. The west side of the property are the new baseball fields and recreational complex belonging to Grand County. The south side is Rim Village consisting of 110 units, and the east side across Spanish Valley Drive is our home and two other land owners (Hafner and Dickerson). In our 40 years of ownership of this property we have seen many, many changes.*

**3. Is there a need for the proposed use(s) within the area or community?**

*Grand County needs additional smaller housing opportunities for county residences. With city sized lots and homes that are more affordable and less costly to operate. Our home is 1300 square feet of living space and is comfortable and efficient to operate. We believe other homes of this size would be good for Grand County.*

**4. Will there be benefits derived by the community or area by granting the proposed rezoning?**

*We think smaller homes are needed and wanted in Grand County. The ball fields need people that don't need to drive to use them. The school district has land in the area proposed for future development. The area has all utilities and this land has secondary irrigation water.*

**5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan.**

*The General Plan is a vision of what the county wants to look like. In our 40 years of ownership of this property the vision has changed, and people who work and play here need a place to live. This is a high density area and in the General Plan process we all knew some areas would be needed for parks (ballfields) and people. The school has owned it's land for 30 years, so development in this area has been expected for a long time.*

**6. Should the development be annexed into the city?**

No

**7. Is the proposed density and intensity of use permitted in the proposed zoning district?**

*If the rezone is permitted the development would be designed to meet the requirements of the new zone.*

**8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?**

*Yes, this property is flat with all utilities and secondary water supply so there would be no additional environmental impacts on the additional housing. Additional housing would be compatible with current adjoining housing and being in the low flat part of the valley the housing would not obscure and view shed from adjoining property.*

**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?**

*Yes it compatible.*

**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?**

*Utilities and services are currently available and would be paid for by developer. That is standard with development in Grand County.*

**11. Does the proposed change constitute "spot zoning"?**

*No, this is a mixed area of RR, MFR, Recreational use and non-conforming uses.*

*Surrounding property owners:*

*North side; Jackie Hill and Les Horton, 3490 Spanish Valley,  
Moab, Utah*

*Norma Beeman, 4219 Beeman Rd, Moab, Utah*

*West side; Grand County Ballfields, 125 East Center, Moab, Utah*

*South side; Rim Village, P.O. Box 1583, Moab, Utah*

*HOA president: Sharon Butler*

*Spanish Valley Drive separates the property from east, the  
owners on the east of the road are the following:*

*East side is Vereald Dickerson, 1646 N. Highland Dr. Moab, Utah*

*John and Marcia Hafner, Spanish Valley Dr. Moab, Utah*

*Gary and Judy Carmichael, P.O. Box 854, Moab, Utah*

Dec. 14, 15

*rec'd*

To the County Council:

We own property at 3470 Spanish Valley Dr. in Moab, UT. We presently have it for sale. We have owned this property since the 1960's.

We were told, when we went to the court house that this property has been changed to a SLR zone. Without any notification from the county, which doesn't make us very happy that this zone was changed without our consent or knowledge.

When the yearly assessment property taxes comes out on the valuation for our property. Looks like the county is still assessing with commercial value rather than the zone is presently. That has not gone down any, if fact it just keeps going up.

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We feel since the county has down zoned our property, that the Carmichael property should be changed to a SLR zone. Our property butts up to the Carmichael property on the So west side. And we are in favor of changing this zone, to help provide housing that is needed so badly at this time for our community. With the proposed college coming, we need to help families with smaller homes and lots.

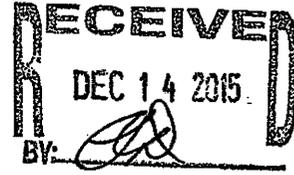
Thank you for your time and understanding to this matter.

Sincerely,

*Norma Beeman*

Norma Beeman  
Beeman Family Trust  
3470 Spanish Valley Dr.  
4219 S. Beeman Rd.  
Moab, Ut. 84532

Tony Lema Sr.  
264 West McGill  
Moab, Utah 84532



Grand County Council  
125 East Center  
Moab, Utah 84532

December 14, 2015

County Council, I will not be available for the council meeting on December 15, 2015, but would like to have you include my comments at the Carmichael's Public Hearing.

I am in favor of the re-zone on the Carmichael's property in Spanish Valley. They would like to develop on their property a simple subdivision for working Moab people. It is needed and wanted in this community. The housing shortage can't be fixed by custom contractors or the housing authority. The community needs all options. They have a workable option. Thank you for your consideration.

Regards,

Tony Lema Sr.

**From:** Council  
**To:** [Kaleigh Welch](#)  
**Subject:** FW: Carmichael and Arroyo Crossing rezone applications  
**Date:** Monday, December 28, 2015 10:32:47 AM

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**From:** Council  
**Sent:** Monday, December 28, 2015 10:30 AM  
**To:** Rory Paxman; Mary McGann; Lynn Jackson; trooperball@hotmail.com; Jaylyn Hawks; Elizabeth Tubbs; Chris Baird; Zacharia Levine; Mary Hofhine; Ruth Dillon; Diana Carroll; Bryony Chamberlain  
**Subject:** FW: Carmichael and Arroyo Crossing rezone applications

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**From:** Mike Duncan [mikeduncan@citlink.net]  
**Sent:** Sunday, December 20, 2015 6:23 PM - rec'd  
**To:** Council  
**Cc:** Zacharia Levine  
**Subject:** Carmichael and Arroyo Crossing rezone applications

Dear Council,

Re the Carmichael and Arroyo Crossing rezone applications:

While I am and have been a member of the Grand County Planning Commission for seven years, I write to express my private opinion.

Two requests:

- Consider that you may be **creating a Moab suburb, call it South Moab**, stretching from the present south city limits out to Rim Village, which does not conform to the General Plan.
- Consider **requiring access to Highway 191** from these two subdivisions to mitigate traffic on Spanish Valley Road, despite likely objections from the applicants.

If you approve the RR to SLR upzone (20 acres and as many as 100 homes) request for the Carmichael property just north of Rim Village, you will create a Moab suburb of SLR (or denser) density that will ultimately stretch all the way from Rim Village to south city limits. This does not conform to recommendations of the Future Land Use Plan of the 2012 General Plan, which stipulates dense zoning closer to town.

Recall that Planning Commission and Council denied a similar SLR upzone request for a 17 acre parcel in the same general area a year or two ago. You can be sure the applicants of that parcel will soon be back if the Carmichael application is approved. This time I venture that the **Planning Commission cannot deny them**, despite expected vehement objections of the neighbors – they won't look so much like a spot zone and can certainly argue the character of the neighborhood has changed.

**Then the floodgates will be open.** As an example, consider that you are about to see (in two weeks) still another larger upzone request, Arroyo Crossing, 40 acres and about 230 homes

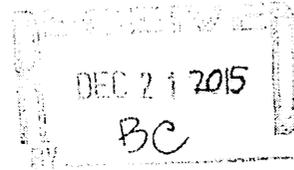
according to the present master plan, also on Spanish Valley Drive.

I do not object to this rezone, since it largely resides in a MFR overlay district of the Future Land Use Plan closer to town. However, in both cases (Carmichael and Arroyo Crossing), I would like to see **entry/exit to Highway 191**, in addition to dumping considerable traffic on beleaguered Spanish Valley Road, especially subject to choke points where it joins Mill Creek Drive and thence again where Mill Creek Road intersects 4<sup>th</sup> East and a subsequent problematic dogleg to 3<sup>rd</sup> South. This may require purchase by the applicants of right-of-ways. **I would like to see you defer approval of the Arroyo Crossing Master Plan** until this major issue (and several others raised at the Planning Commission hearing) has been addressed. The applicant will probably argue that there is plenty of time to address these issues, but my experience has shown that large issues should be tackled before expensive commitments are made.

Regards,  
Mike Duncan  
579 Rosetree  
Moab  
259.0246

Ray Alger  
637 North 500 West  
Moab, UT 84532

Grand County Council  
125 East Center St.  
Moab, UT 84532



December 20, 2015

Dear Council Members,

I am writing to add my voice to favor the proposed rezone of 20 Acres of Property Owned by the Carmichaels, located on Spanish Valley Drive North of Rim Village, from R R to SLR.

First off, I have known the Carmichael family for over 50 years and I have found their word to be their bond. Secondly, I have reviewed their proposal and I believe it will fill a major need for Moab and Grand County for affordable housing.

A little about me: I moved to Moab in 1953 and started my electrical contracting business, A & E Electric during the height of the Uranium boom in Moab. Things were pretty crazy then and Moab was over-run with people looking for a place to live. I built my office building, including four rental apartments on Millcreek Drive in a place now in the possession of Western Spirit Cycling. Many of my acquaintances and subsequent good friends were living in mobile homes, some in the back yards of long-term Moab residents, who thankfully, opened their land and their hearts to us newcomers.

When things settled down in Moab and we had several sub-divisions built, Moab was ok for awhile. The economy was good and uranium was still king. When that fell through, as you all probably know, Moab had to shift focus from higher paying jobs to our present tourist-based economy. Here we are again with trailer houses, and sub-standard housing, with one unfortunate twist—our tourist-based economy has invited the affluent businessperson to buy up much of old Moab and construct in Moab and Grand County overnight rentals, leaving out a good segment of our population to affordable housing.

Back to the zone change request by Gary and Judy Carmichael: I believe they propose to provide affordable housing to the people, who serve our community through law enforcement, teaching, service positions many other positions that I can't bring to mind immediately. Make no mistake, they intend to make a profit, but not a windfall. I believe Grand County could use a few more ventures such as this!

Sincerely,

Ray Alger  
Moab, Utah

From: EJ <ej\_gore@hotmail.com>

Date: December 23, 2015 4:00:38 PM MST

To: 'Mary McGann' <mimcgann@frontiernet.net>

Subject: Rezoning in Spanish Valley

recid

Dear Ms. McGann,

Although I am writing to you personally, I request that you will forward this to all other county council members as well.

I'm concerned about the rezoning/permit for building affordable housing in Spanish Valley. As you know, recently the League of Women Voters, of which I am a member, saw this as enough of a problem in Grand County that we held a special program and panel on it – the room overflowed for that meeting, by the way.

While I support and welcome affordable housing to Moab, since we desperately need it, I feel that there are too many things left to chance in allowing rezoning to go forward without some legal safeguards. Ms. Carmichael, for instance, says that the county and its citizens have her "word" that affordable housing will be offered – and protected – there. As lovely as it would be for someone to be taken at their "word" these days, especially when it comes to something as valuable and evolving as Moab real estate, much more than a promise is needed.

There are just too many possibilities for this thing to go wrong. And from what I've read in the paper, several council members share my concerns about this.

I also note Ms. Carmichael's comment that it will be much harder for the county to regulate what happens to the property if they don't let the rezoning and go through. 1) I don't understand why the county wouldn't still have some zoning control over the property whether the Carmichaels or someone else developed it and 2) It sounds a bit like a veiled threat on Ms. Carmichael's part – which leads me to be more concerned about taking her at her word in the matter.

I personally would like to see a legal document that protects the usage of the land for *exactly* what the Carmichaels say they will do with it. If they balk at this, their motives would be made clear. If they have no problem with a binding document – wonderful – let's rezone this and start building those homes as fast as we can!

Thank you for your time in reading and forwarding this on,  
Elizabeth Gore

E.J. Gore. Author

*French Lessons The Art of Living and Loving Well*

"a cocktail of pleasure and inspiration..."

[www.frenchlessonstheheart.com](http://www.frenchlessonstheheart.com)

Available on Amazon

Members of the Grand County Council,

Re: Zone Change Request for 3552 Spanish Valley Dr.

12/24/2015 *rec'd*

We believe that affordable housing has value. We understand that many hard working median income families struggle to find housing in this community. We believe that the housing shortage is a real and important issue. We also feel that much time, effort and money has been expended in the creation of the County's Future Land Use Plan. The Plan supports high density affordable housing. It also seeks to preserve the rural character of Spanish Valley south of Spanish Trail Rd. The task of solving the housing shortage and preserving the rural character of existing RR neighborhoods is a challenge, but we believe that it can be done- by following the County's Plan.

We understand that the council may feel pressure to act on the housing issue sooner rather than later. At the same time, we ask that our county council members stop and carefully consider the possible consequences of actions that are not in line with the General Plan. These actions are also being actively discouraged by the County's own planning & development professionals.

To that end, we would like to ask this council to consider several questions:

1. How can the county be assured that this re-zone, if given, will actually result in a significant number of affordable homes?
2. What is the value to the community of a plan for land use that is not followed? At what point does flexibility become instability or even "spot zoning"? Does each re-zone lead naturally to the next (being justified by proximity)? What precedent does that set? Where will that lead us?
3. What value does the county government place on its retirement community? Don't Baby Boomers constitute over one third of the population in Grand County? How valuable is our imported wealth, our no labor income, and our property tax? If it becomes apparent that zoning changes are transforming the rural character of Spanish Valley in contradiction of the County's own plan for growth, what impact can we expect on the continued growth of our retirement community?
4. What value does the County government place on the open space, the wildlife habitat, and the wildlife corridors which will be lost or seriously compromised by high density development?
5. What assurances (regarding future up zoning of RR neighborhoods) can the council give to home owners who currently reside in RR areas south of Spanish Trail Rd?
6. How would Spanish Valley Dr. accommodate the increased traffic resulting from 70+ commuter families?
7. Is there not a better suited (30-acre) affordable housing location on Resource Blvd?
8. If 3552 is zoned SLR, could it not become a manufactured home community (180 units)?

Bonita & Kenneth Kolb  
3649 Kerby Lane

-

-----Original Message-----

From: John Ingham [mailto:[ingham@crestedbutte.net](mailto:ingham@crestedbutte.net)]

Sent: Saturday, December 26, 2015 9:34 AM

To: Zacharia Levine

Subject: Carmichael zoning.

*reed*

The Carmichael s have every right to wish to maximize their potential value of their land however I don't think it is your responsibility to see that it happens. Instead I feel it is your responsibility to those of us who purchased property in the area assuming the existing regulation s will protect our enjoyment of our investment. Please don't allow maximum over development.

John Ingham

3498 creekside lane

Sent with AquaMail for Android

<http://www.aqua-mail.com>

December 26, 2015

*rec'd*

Saxon Sharpe  
2726 Calle Puentes Rd.  
Moab, Utah 84532

Dear Grand County Council,

I am writing in opposition to the proposed zoning change on the 20-acre parcel at 3552 Spanish Valley Drive from rural residential to small lot residential. I attended the County Planning Commission meeting on November 11, 2015, when the proposed change was discussed. The County planning staff made the strong and logical argument that rezoning this parcel was not consistent with the 2012 Grand County General Plan and the Future Land Use Plan.

An upzoning change here would set a dangerous precedent. This zoning change would signal all owners of acreage that their properties could also be upzoned. Arguments for the zoning change seem to be limited: that there is already high density and commercial use (Rim Village, Arena, camping park) nearby and that the owners want to upzone to allow affordable housing. These are not strong arguments. If this property is upzoned using weak reasoning, there is no excuse not to upzone other properties in the future.

Additional reasons for not granting this zoning request exist.

1. This property is far south of Moab City and infilling should occur first within or near the city limits, as consistent with the General Plan.
2. There is no guarantee (and no way to guarantee) that smaller, lower cost homes would be built on this parcel to help alleviate our housing crisis. Once rezoned, the developer could develop the property in any manner consistent with the zoning requirements. Density could increase from 20 units to up to 150 units on this property.
3. The traffic would substantially increase on Spanish Valley Drive. How many more trips per day could this zoning change create? No traffic study has been done by a professional traffic engineer based on various alternative development scenarios. This is an important consideration. I ride my bicycle past this property regularly. I have seen equestrians, joggers, and parents pushing baby strollers using this section of road. The road is already busy, with most cars driving considerably above the speed limit. Increased traffic will make an already dangerous situation worse.
4. Residents and nearby property owners should have some degree of certainty that the zoning ordinance and General Plan will be followed.

Thank you for your consideration.

Sincerely,



Saxon Sharpe

**From:** Council  
**To:** Rory Paxman; Mary McGann; Lynn Jackson; trooperball@hotmail.com; Javlyn Hawks; Elizabeth Tubbs; Chris Baird; Zacharia Levine; mhofine@grandcountyutah.net; Diana Carroll; Ruth Dillon; Bryony Chamberlain  
**Subject:** FW: Up-zoning  
**Date:** Monday, December 28, 2015 10:21:51 AM

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**From:** Carol Mayer [mtwcarol440@gmail.com]  
**Sent:** Sunday, December 27, 2015 4:50 PM  
**To:** Council  
**Cc:** city-council@moabcity.org  
**Subject:** Up-zoning

- rec'd

Council Members:

I would like to register my opposition to the current issue regarding proposed zoning changes on city and county properties on Spanish Valley Drive.

I am not versed in Real Estate Law or Zoning Rules and Regulations but I do not believe there should be any re-zoning/up-zoning done in the County or City Limits until:

1. The governing bodies of BOTH the City of Moab and Grand County can work together and agree on a cohesive and creative plan that includes guarantees via deed restrictions, CC & R's, etc., providing equitable percentages of long term affordable housing for home/condo sales and resales within the current (and future) developments that would benefit from the higher densities.
2. The current USGS (I believe) survey of actual aquifer water availability for the valley (versus paper availability) is completed. Once we know the facts about water in/under our valley, and as a community (city and county) decide how water resources should be managed for the long term, we should not make decisions promoting unabated growth of the region.

I am hoping both governing bodies can step back, pause, consider all options, create new pathways to new solutions if necessary and make accurate, insightful decisions that would benefit the broadest range of citizenry in our valley. It is time to consider the bigger pictures, the broader strokes, the greater good for all in these changing and challenging times.

Thank you for your service to the place we all call 'home'.  
Carol Mayer  
444 Rosetree  
Moab

**From:** Brian Parkin  
**To:** Council  
**Subject:** 2022 Spanish Valley Drive  
**Date:** Monday, December 28, 2015 2:23:50 PM *ve'd*

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Brian Parkin  
3411 S. Creekside Lane  
Moab  
UT 84532

(435) 259 0700

December 28th, 2015

Re: A **proposed Rezone** of property from Large Lot Residential to Multi-family residential, located at **2022 Spanish Valley Drive**

Dear Grand County Council Member,

I am writing to ask you to support the Grand County General Plan and the Grand County Planning Commission and **deny the application** to rezone the property located at 2022 Spanish Valley Drive.

**Chapter 4: Future Land Use Plan** of the Grand County General Plan zones the above property as Rural Residential (map, page 81) and there is **no reason to rezone** the property. The General Plan already has provision for affordable housing units in Rural Residential zones on page 66 as follows:

*"This designation accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee-in-lieu)."*

The Grand County Council should **deny this rezone** application for three reasons:

1. Grand County already published comprehensive zoning maps and guidance in the Grand County General Plan 2012.
2. The application is being made by the current landowner and not a developer of residential accommodation.
3. The rezone of this property would encourage subsequent application from Rural Residential landowners to rezone their properties.

The signal you give to the residents of Grand County is vital to the future of this property and all property in Spanish Valley.

**Stick to the General Plan 2012 zoning maps and guidance.**

**Deny this application for rezoning.**

Yours faithfully,

Brian Parkin,

Spanish Valley **resident**, Grand County **taxpayer**, Grand County **voter**

**From:** [Council](#)  
**To:** [Bryony Chamberlain](#)  
**Subject:** FW: Oppose Carmichael re zoning request  
**Date:** Tuesday, December 29, 2015 3:04:45 PM

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**From:** Lisa Paterson [lpater1@hotmail.com]  
**Sent:** Monday, December 28, 2015 7:53 PM  
**To:** Council  
**Subject:** Oppose Carmichael re zoning request

*rec'd*

Dear County Council Members,

Thank you for all of the time and consideration that you give to zoning questions that come before you.

For several reasons I ask that you deny the zoning request made by the Carmichaels to increase the density on the land that they now own in Spanish Valley (3552 Spanish Valley Drive).

This zoning request does not fit with the Grand County Master Plan. It is true that there is higher density housing near their land, but this housing was zoned and built before the Master Plan was implemented. The Master Plan was created and adopted for excellent reasons. It's very important that this plan be followed or we will find ourselves setting precedent that allows other developers to increase density at the cost to our quality of living.

The Carmichaels are currently under no obligation to retain this property. They potentially could receive the zoning change, and then turn around and sell this property (complete with new zoning change) to another developer. While it is admirable that the Carmichaels would like to build affordable housing for the middle-class, there is no guarantee that this

will occur.

Thank you for voting against the request for a zoning change on the Carmichael land.

Sincerely,  
Lisa Paterson

Lisa Paterson Coaching and Rosen Method Bodywork  
Gently Held, Deeply Seen  
<http://www.lisapatersoncoaching.com/>

✓

Marian Boardley  
3411 S. Creekside Lane  
Moab, UT 84532

(435) 210 1199

December 28th, 2015

Re: Proposed rezoning of property located at 2022 Spanish Valley Drive, Moab, UT  
from Large Lot Residential to Multi-Family Residential.

Dear Grand County Council Member,

I am writing to ask you to uphold the Grand County General Plan and the decision of the Grand County Planning Commission and to **DENY the application** to rezone the property located at 2022 Spanish Valley Drive.

I understand that the current owners of the aforementioned property wish to have approved a rezoning of the land prior to selling the property for development. I object to this rezoning and believe the Grand County Council should **deny this rezone** application for several reasons:

1. Grand County already published comprehensive zoning maps and guidance in the Grand County General Plan 2012. The Grand County Council and Planning Commission spent many hours in consultation with voters and other public commenters to produce the General Plan. The reason we have this plan, in part, is so that the County is consistent when granting planning applications that are free of bias and influence from special interest groups. I am opposed to attempts to circumvent the General Plan for individual gain, or based on potential community benefits (namely, "affordable housing") that are already provided for in the Plan.

From the 2012 General Plan Update:

(<http://www.grandcountyutah.net/DocumentCenter/Home/View/200>, accessed 12/28/15)  
*"The General Plan is an officially adopted policy document that establishes the county's goals for the future and provides direction for decisions affecting the use and development of land, preservation of open space, transportation systems, partnerships with other organizations, economic growth and the expansion of public facilities and services. Citizens provided the policy direction articulated in the General Plan through extensive and broad-based participation. Citizens can use the General Plan to protect the qualities that brought them to their community, such as open space, views, drinking water protection, economic opportunities and community character. Property owners and developers can use the General Plan as a guide to predict what uses could occur both on and near their properties, allowing them to make informed land-use decisions."*

2. Chapter 4: Future Land Use Plan of the Grand County General Plan zones the above property as Rural Residential (map, page 81) and there is **NO reason to rezone** the

property. The General Plan already has provision for affordable housing units in Rural Residential zones on page 66 as follows:

*"This designation accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee- in-lieu)."*

3. The application is being made by the current landowner who is not a developer of residential accommodation. The current owner will have no control over the developer once the property is sold. Commitments made by the current owners to the Council to develop the property for the benefit of low- or middle-income families may not be honored by the persons who eventually develop the property for residential use.
4. Allowing a rezone of this property might encourage subsequent application from other Rural Residential landowners to rezone their properties for higher density use than the Plan allows. The Plan is intended to avoid spending more public time and money to regulate land use acre-by-acre. This is why we have zones.
5. The proposed housing density may significantly increase traffic use on Spanish Valley Drive (which provides access to the land in question). Currently the road is poorly marked, has no center stripe, and is prone to flooding at times of high rainfall.

The Grand County Planning Commission upheld the provisions of the General Plan when rejecting the rezone, and I ask all Council Members to support that decision, regardless of any personal opinions they may hold about the suitability of certain parts of Spanish Valley for higher density development because of proximity to Rim Village, the Spanish Trail Arena, and related county facilities.

The decision you make will give a signal to all the residents of Grand County and is vital to the future of this property and all property in Spanish Valley.

**Please stick to the General Plan 2012 zoning maps and guidance. Deny this application for rezoning.**

Yours faithfully,

Marian Boardley.

Full-time Spanish Valley resident; Grand County taxpayer; Grand County voter.

**From:** [marian\\_boardley](mailto:marian_boardley)  
**To:** [Council](mailto:Council)  
**Subject:** Re: Rezone from Large Lot Residential to Multi-family residential, property located at 2022 Spanish Valley Drive  
**Date:** Thursday, December 31, 2015 7:36:03 AM

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I apologize that the address of the property was incorrect in my original letter. I was referring to the property at 3552 Spanish Valley Drive.

- Marian.

Marian Boardley  
(435) 210 1199

On Dec 29, 2015, at 3:04 PM, Council <[council@grandcountyutah.net](mailto:council@grandcountyutah.net)> wrote:

Your email has been received. Thank You.

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**From:** marian boardley [[projects@marianboardley.com](mailto:projects@marianboardley.com)]  
**Sent:** Monday, December 28, 2015 3:19 PM  
**To:** Council  
**Cc:** KaLeigh Welch  
**Subject:** Rezone from Large Lot Residential to Multi-family residential, property located at 2022 Spanish Valley Drive

To Whom it May Concern:

Please find attached a letter regarding the rezone application of property from Large Lot Residential to Multi-family residential, located at **2022 Spanish Valley Drive**

Thank you for your attention,

Marian Boardley  
(435) 210 1199



This email has been checked for viruses by Avast antivirus software.

[www.avast.com](http://www.avast.com)

**From:** [Council](#)  
**To:** [Bryony Chamberlain](#)  
**Subject:** FW: carmichael property  
**Date:** Tuesday, December 29, 2015 3:16:55 PM

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**From:** patrice mott [ammaspatrice@yahoo.com]  
**Sent:** Monday, December 28, 2015 7:54 PM *recid*  
**To:** Council  
**Subject:** carmichael property

Hello -

I am writing to say I am in favor of the zoning change, IF the Carmichaels' plan for affordable housing is indeed put into play.....  
However, I believe there should be two requirements if the zoning change is passed -

One, in staying true to the Carmichaels' vision, there should be a cap on the maximum home price. A reasonable price - not realtor reasonable - but real world reasonable. That is the whole point .....maxed out at say \$150, 000.....

Second, I think because the lot sizes will be smaller, there should be the opportunity for people to build " tiny homes" within the subdivision.

Thanks for your hard work .....  
Patrice Mott

**From:** [Elizabeth Tubbs](#)  
**To:** [Ruth Dillon](#); [Bryony Chamberlain](#)  
**Subject:** FW: Re-Zone Request for 3552 Spanish Valley Drive  
**Date:** Tuesday, December 29, 2015 12:11:55 PM

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I don't know if anyone else received this. Could you forward to the rest of the Council please?  
Thanks.

Liz  
Sent from [Mail](#) for Windows 10

**From:** [Kenneth Kolb](#)  
**Sent:** Tuesday, December 29, 2015 10:05 AM -Rec'd  
**To:** [Elizabeth Tubbs](#)  
**Subject:** Re-Zone Request for 3552 Spanish Valley Drive

Hi Liz! I've included my opinion below in a more formalized format.

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Mrs. Tubbs

My name is Kenneth Kolb and I live at 3649 Kerby Lane.

I want to go on record as being opposed to the re-zoning request pertaining to the property at 3552 Spanish Valley Drive. This location is approximately ¼ mile from my property.

It is my understanding that the Carmichael's (the petitioners for the re-zone) want the re-zone in order to attract a developer who would agree to build 70 "low-income" homes on the property. They have essentially said: "Trust us, we have the best interests of the county in mind."

I have no doubt that the Carmichaels are sincere, but unfortunately, they are terribly naïve if they think that they have the ability to hold any developer accountable once the zoning has been changed and the developer owns the property. At that point, the developer is free to do whatever he wants to, with no justification required. He can honor his agreement to build the 70 low-income houses, or just as easily build 40 homes in the \$300,000-\$400,000 range OR put in 150 trailer spaces. It is my understanding that to put in trailers he would need county approval, but it is also my understanding that once the zoning has been changed, there is no legitimate reason the county can deny such a request.

Furthermore, once this precedent has been established, every large-lot owner who wants to sell can ask for and expect to receive the same consideration. Although there is no way to foresee exactly how such a scenario would play out, it is perfectly clear that it would not be in the best interests of the county.

The county has spent a great deal of time, resources, money, and intellect creating the 2012 General Plan for land use in Grand County. This plan does not support the re-zone request of the Carmichael's. Considering all the talent and effort that went into the creation of the latest General Plan, the County Council is obligated to evaluate and justify any changes with extreme care and consideration. If a change request is not in the counties best interests, it should be denied.

I realize that there is a shortage of low-income housing in the Moab and associated county areas. On the surface, it looks like this re-zone may address this issue very nicely. However, we need to go back to the reality of: "Can the Carmichael's really control the development of "their" property once the zoning has been changed and the developer owns the property?" The answer is unquestionably NO! This is not a case of trusting the Carmichael's but rather a case of trusting a developer who is at this point in time unknown.

However, there is a practical solution that guarantees any high-density development will be done with the county instrumental in managing the process and able to negotiate precisely how many low-income homes will be provided.

Zacharia Levine and the County Planning and Zoning Office are currently utilizing this solution. Mr. Levine is negotiating with the developer of the 37 acres associated with the Research Avenue Development to contractually provide the county with a development plan in accordance with the County Land Use Plan, including low-income housing, PRIOR to supporting a zoning change. This can only be done with the owner of the property, to wit, the Developer. It cannot be done with the Carmichael's then transferred to a developer who buys the property later. I am not a lawyer, so this option must be reviewed, but if it works, the county has a viable means to manage the development of every large-lot that requests a re-zone for high-density development.

Given the fact that there are simply not that many large-lot properties available for development in the Spanish Valley region, it would clearly be in the counties best interests to have a hand in defining the nature of each and every development, including the Carmichael's.

By letting the county offices manage and control high-density residential developments: (1) the County Master Plan can be adhered to, (2) low-income housing can be guaranteed and managed, (3) the wishes of the Carmichael's will be realized, and (4) the Carmichael's will be free to immediately sell their property with no further delays.

Therefore, it behooves the county to opt for this second option rather than proceed with the risks and uncertainties of allowing a citizen to do the counties work. The fact is; the county has far greater resources at their disposal than any single citizen.

Thank You for Your Time and Consideration!!

Kenneth Kolb

**From:** Council  
**To:** Bryony Chamberlain  
**Subject:** FW: Rezoning Spanish Valley Dr.  
**Date:** Wednesday, December 30, 2015 7:07:15 AM

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**From:** C. Russell [cmountainspirit@hotmail.com]

**Sent:** Tuesday, December 29, 2015 11:28 PM

**To:** Council

**Subject:** Rezoning Spanish Valley Dr.

*rec'd*

Please don't rezone for dense housing. The "country/open spaces" feeling is so quickly vanishing. Having horses around keeps the calming feeling I moved here for. Besides, if people work in town and live out here they can't vote for their town leaders. I can't vote in the Moab city elections. There are groups that are looking for horse land for rehabilitation of our Veterans. They have found that the connections made between the Vets and horses and the quiet of the country are working wonders. Some horse property on Murphy was sold, and now the horses are gone and 4-6 houses that are practically sitting on top of each other.. are jammed in there .. they don't fit.

Sincerely,  
C. Russell.

**From:** [Ruth Dillon](#)  
**To:** [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)  
**Cc:** [KaLeigh Welch](#); [Bryony Chamberlain](#); [Zacharia Levine](#); [Diana Carroll](#); [Bill Jackson](#)  
**Subject:** FW: Carmichael Zoning Change request  
**Date:** Tuesday, December 29, 2015 12:09:08 PM

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**From:** Thea Nordling [mailto:[theakn@frontiernet.net](mailto:theakn@frontiernet.net)]  
**Sent:** Tuesday, December 29, 2015 11:43 AM  
**To:** Council; Ruth Dillon  
**Subject:** Carmichael Zoning Change request

*veed*

Grand County Council  
1125 E. Center Street  
Moab, UT 84532

Dear Council Members,

I am very concerned about the proposal to increase the zoning density of the Carmichael property in Spanish Valley to allow up to 150 houses. While I understand the need for moderate income housing in the Moab area, I don't think that far out in Spanish Valley is a good place to do it.

Our General Plan calls for higher density housing to be concentrated close to town, minimizing increased traffic, with larger properties farther from town.

Rim Village is cited as a neighboring high density development that justifies the upzoning. Rim Village is not moderate income housing. There is no assurance that once upzoned, the Carmichael property will actually be developed as moderate income housing. It could just as easily be sold and become one more expensive vacation home or nightly rental development. Approving this zoning change would create a bad precedent, paving the way for high-density development to be approved anywhere in Spanish Valley. We are steadily losing our quiet residential neighborhoods to increased traffic and noise.

Without legally binding assurance that this property will actually be developed as, and remain, moderate income housing, it would be a mistake to approve the zoning change at this time. If Spanish Valley residents are expected to sacrifice their peaceful neighborhoods to high density development, then the community (not just developers) needs to be assured of a long-term benefit in return.

Thanks for considering my concerns.

Sincerely,

Thea Nordling  
1996 Highland Drive  
Moab UT 84532

**From:** Council  
**To:** Bryony Chamberlain  
**Subject:** FW: Rezone of land off Spanish Valley drive  
**Date:** Tuesday, December 29, 2015 3:05:31 PM

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From: John Covey [over1@frontiernet.net]  
Sent: Tuesday, December 29, 2015 12:43 PM  
To: Council  
Subject: Rezone of land off Spanish Valley drive

*rec'd*

Dear Council Members

I would like to urge you to deny this up zone.

There are so many reasons to uphold the work put into our county General Plan and no sure benefit to the community from this change. The only sure benefit is to those making a profit on this change.

Water, sewer and traffic are just a few of the complex variables that need to be addressed before any up zones are approved.

We already know that our sewer system is not able to keep up with our use and we don't know how much water we have.

Water is like money in the bank, if you keep increasing your withdraws you will run out!

So please consider carefully before bowing to special interests demands.

Thank You  
John Covey  
Moab Ut.

**From:** Council  
**To:** Bryony Chamberlain  
**Subject:** FW: Please vote no on the 20 acre project  
**Date:** Tuesday, December 29, 2015 3:05:40 PM

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**From:** Mary Suarez [marysuarez@frontiernet.net]  
**Sent:** Tuesday, December 29, 2015 1:44 PM  
**To:** Council  
**Subject:** Please vote no on the 20 acre project

reed

Dear County Council Members,

Please vote no on the rezone for the 20 acre Carmichael project. Such a rezone would virtually guarantee the *loss* of available acreage for affordable housing. It would also contradict the County's General Plan.

We would very much like to see truly affordable housing built in Grand County. However, there is no guarantee on this project that affordable housing would happen.

The newspaper stories are not clear on the intentions of the Carmichaels. Whatever their intentions might be, things do not always work as planned. We all know that, once the rezone is approved and the property is sold, the developer can do anything they want, regardless of the Carmichael's intent.

Further, the County's General Plan does not support the kind of density that would be possible under this project. Upzoning this 20 acres will only result in pressure to upzone remaining acreage in the area. Preserving the County's rural nature requires the courage to say, "No," to upzoning -- particularly where that upzoning cannot guarantee affordable housing.

We desperately need a project that would provide housing for teachers, government employees, etc., that would be no more than \$250,000. We know teachers who moved here from another state. They sold their house for \$175,000. They had to pay \$275,000 for the same house here in Grand County and they are making less money here.

We have been talking about affordable housing for over 10 years. So far nothing is really happening that would guarantee housing that people who work here can afford.

Granting this upzoning will violate our General Plan and diminish acreage available for working families.

Mary and Mike Suarez  
PO Box 1186  
Moab, UT 84532  
435-259-8317

**From:** [KaLeigh Welch](#)  
**To:** [Bryony Chamberlain](#)  
**Subject:** FW: 3552 Spanish Valley Dr rezone proposal  
**Date:** Wednesday, December 30, 2015 7:52:00 AM

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-----Original Message-----

From: Mary Wilson [<mailto:dharmawave@yahoo.com>]

Sent: Tuesday, December 29, 2015 2:10 PM

To: [KaLeigh Welch](#)

Subject: 3552 Spanish Valley Dr rezone proposal

- rec'd

December 29, 2015

Dear Kaleigh,

My husband and I would appreciate it very much if you would direct this letter to each of the Moab County Council Members. Thank you, Mary and Michael Wilson

To: The Members of the Moab County Council

This letter is concerning the rezoning proposal of the Carmichael property located at 3552 Spanish Valley Dr. As long term residents of Spanish Valley my husband and I have a couple of concerns with this proposal.

#1. With this request for up-zoning...There are no requirements in place to insure that this subdivision will actually become and remain affordable housing.

#2. Also, there is the question of the traffic impact on Spanish Valley Dr. Right now Spanish Valley Dr. is a rural road with a considerable amount of traffic with not only cars but with pedestrian, bicycle and equestrian traffic as well. To set a precedent of up-zoning farms along Spanish Valley Dr. would put an undue strain on this county road.

We thank you for considering our concerns, Mary and Michael Wilson

Sent from my iPad

**From:** [Council](#)  
**To:** [Bryony Chamberlain](#)  
**Subject:** FW: Rezoning of Carmichael Property  
**Date:** Wednesday, December 30, 2015 7:06:56 AM

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From: John Cannino [jccannino@yahoo.com]  
Sent: Tuesday, December 29, 2015 4:11 PM  
To: Council  
Subject: Rezoning of Carmichael Property

*rec'd*

Dear County Council members, I am opposed to a higher density rezoning for that piece of property. We have Rim Village and the Arena on the perimeter around that 20 acre parcel. That piece should stay at the required lot size as per the Master Plan of 2012. If we keep changing those rules, why even do a Master Plan? I wish it could stay farm land and keep the rural feel of Spanish Valley.

Also, the words affordable housing are being used as bait. You've heard of bait and switch?  
Thanks for listening, Sincerely, Barb Wheeler 3566 Kerby Lane Moab, Utah

Sent from my iPad

**From:** Council  
**To:** Bryony Chamberlain  
**Subject:** FW: opposed to the density variance for 3552 Spanish Valley Dr.  
**Date:** Wednesday, December 30, 2015 10:01:21 AM

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**From:** george weil [georgeredmoon@gmail.com]  
**Sent:** Wednesday, December 30, 2015 9:29 AM - recid  
**To:** Council  
**Subject:** opposed to the density variance for 3552 Spanish Valley Dr.

Dear Grand County Council,

I am very opposed to the zoning change request for 3552 Spanish Valley Dr. This type of density is not in keeping with the neighborhood. We live in a rural neighborhood and want to keep our quality of life.

Kind Regards,  
George Weil  
Red Moon Lodge  
2950 Old City Park  
Moab, Utah 84532  
512-565-7612  
[redmoonlodge.com](http://redmoonlodge.com)

**From:** [KaLeigh Welch](#)  
**To:** [Bryony Chamberlain](#)  
**Subject:** FW: Re-Zone Request for 3552 Spanish Valley Drive  
**Date:** Thursday, December 31, 2015 9:25:28 AM  
**Importance:** High

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Please save and print for packet. This might be one of the ones you already received.

-----Original Message-----

From: Kenneth Kolb [<mailto:kenkolb@earthlink.net>]  
Sent: Wednesday, December 30, 2015 1:20 PM  
To: KaLeigh Welch  
Cc: Ruth Dillon  
Subject: Re-Zone Request for 3552 Spanish Valley Drive

Hi KaLeigh,

I sent two e-mails to each of the council members e-mail. I just learned that I should have copied you on these as well. Sorry for the oversight! I'll remember this for future communications!

I've copied each e-mail below with the Subject line included.

Let me know if you would rather I forward the actual e-mail.

Thank You!  
Ken  
(Kenneth Kolb)

e-Mail #1, sent 12/29/15

Subject: Re-Zone Request for 3552 Spanish Valley Drive

Mr./Mrs. \_\_\_\_\_

My name is Kenneth Kolb and I live at 3649 Kerby Lane.

I want to go on record as being opposed to the re-zoning request pertaining to the property at 3552 Spanish Valley Drive. This location is approximately ¼ mile from my property.

It is my understanding that the Carmichael's (the petitioners for the re-zone) want the re-zone in order to attract a developer who would agree to build 70 "low-income" homes on the property. They have essentially said: "Trust us, we have the best interests of the county in mind."

I have no doubt that the Carmichaels are sincere, but unfortunately, they are terribly naïve if they think that they have the ability to hold any developer accountable once the zoning has been changed and the developer owns the property. At that point, the developer is free to do whatever he wants to, with no justification required. He can honor his agreement to build the 70 low-income houses, or just as easily build 40 homes in the \$300,000-\$400,000 range OR put in 150 trailer spaces. It is my understanding that to put in trailers he would need county approval, but it is also my understanding that once the zoning has been changed, there is no legitimate reason the county can deny such a request.

Furthermore, once this precedent has been established, every large-lot owner who wants to sell can ask for and expect to receive the same consideration. Although there is no way to foresee exactly how such a scenario would play out, it is perfectly clear that it would not be in the best interests of the county.

The county has spent a great deal of time, resources, money, and intellect creating the 2012 General Plan for land use in Grand County. This plan does not support the re-zone request of the Carmichael's.

Considering all the talent and effort that went into the creation of the latest General Plan, the County Council is obligated to evaluate and justify any changes with extreme care and consideration. If a change request is not in the counties best interests, it should be denied.

I realize that there is a shortage of low-income housing in the Moab and associated county areas. On the surface, it looks like this re-zone may address this issue very nicely. However, we need to go back to the reality of: "Can the Carmichael's really control the development of "their" property once the zoning has been changed and the developer owns the property?" The answer is unquestionably NO! This is not a case of trusting the Carmichael's but rather a case of trusting a developer who is at this point in time unknown.

However, there is a practical solution that guarantees any high-density development will be done with the county instrumental in managing the process and able to negotiate precisely how many low-income homes will be provided.

Zacharia Levine and the County Planning and Zoning Office are currently utilizing this solution. Mr. Levine is negotiating with the developer of the 37 acres associated with the Research Avenue Development to contractually provide the county with a development plan in accordance with the County Land Use Plan, including low-income housing, PRIOR to supporting a zoning change. This can only be done with the owner of the property, to wit, the Developer. It cannot be done with the Carmichael's then transferred to a developer who buys the property later. I am not a lawyer, so this option must be reviewed, but if it works, the county has a viable means to manage the development of every large-lot that requests a re-zone for high-density development.

Given the fact that there are simply not that many large-lot properties available for development in the Spanish Valley region, it would clearly be in the counties best interests to have a hand in defining the nature of each and every development, including the Carmichael's.

By letting the county offices manage and control high-density residential developments: (1) the County Master Plan can be adhered to, (2) low-income housing can be guaranteed and managed, (3) the wishes of the Carmichael's will be realized, and (4) the Carmichael's will be free to immediately sell their property with no further delays.

Therefore, it behooves the county to opt for this second option rather than proceed with the risks and uncertainties of allowing a citizen to do the counties work. The fact is; the county has far greater resources at their disposal than any single citizen.

Thank You for Your Time and Consideration!!  
Kenneth Kolb

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e-Mail #2, sent 12/30/15

Subject: Correction to Previous E-Mail Regarding 3552 Spanish Valley Drive

Mr./Mrs. \_\_\_\_\_

My apologies! In my e-mail to you yesterday I outlined a possible alternative course of action regarding the property at 3552 Spanish Valley Drive. My suggestion was to utilize the County Planning and Zoning Office to negotiate with a developer in the creation of a Master Plan for the development. This would contractually obligate the developer to follow the plan. I also mentioned that this needed to be reviewed by a lawyer to determine it's potential. Further research revealed that such an arrangement is only allowed with multi-family residential zoning, not for small lot residential zoning as the Carmichael's have requested.

I still believe that this zoning request is contrary to the counties best interests. The Arroyo Crossing development is already underway which will include low-income (affordable) housing.

If the county still feels the need to overrule the County Master Plan and the advice of Planning and

Zoning, then I will follow the lead of my wife (Bonita Kolb) and suggest that the county take responsibility for reviewing the "intentions" of a potential developer rather than leave this up to the Carmichael's. The reality is, the buck stops with the council and any problems that occur will be the responsibility of the council, not the Carmichael's.

Thank You!  
Kenneth Kolb

**From:** [Janet Buckingham](#)  
**To:** [Council](#)  
**Subject:** Public Comment on Spanish Valley Rezone  
**Date:** Wednesday, December 30, 2015 10:41:49 AM

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Dear Members of the County Council:

I am writing to comment on the proposed rezone of 20 acres owned by Gary and Judy Carmichael on Spanish Valley Drive.

While I support the concept of more affordable housing in Moab and Grand County, I think rezone of this particular parcel is premature. Adding 70 homes populated by families commuting to town for work and school and to recreational sites south of town, especially Ken's Lake and the La Sals, is going to add to the already serious problem of traffic on a marginal road. Spanish Valley Drive has no shoulders, no bike path, no sidewalk, and the speed limit is frequently exceeded by anywhere from 10-50 miles per hour. This past year there have been many, many concerns expressed on social media about the dangers of Spanish Valley Drive for pedestrians and cyclists. I have seen mothers pushing strollers with toddlers walking along side them over rocky, weed-infested "shoulders" of Spanish Valley Drive. I have had cyclist friends run off the road by drivers. I watch dirt bikes do wheelies at 70 miles per hour. I watch vehicles travel in excess of 50-80 miles per hour down Spanish Valley Drive all day, every day.

If this subdivision is truly going to be targeted as "more affordable housing" and housing not in the "\$500,000 -- \$600,000 range," what range is it going to be? Even \$250,000-\$350,000 homes are beyond the reach of Moab's hospitality workers. In fact, those homes are also out of range for teachers, health care workers, and most government workers. There are currently approximately 32 homes on the market under 400K. Of those, 19 are under 300K. There isn't a shortage of homes for sale in Moab even below the 500-600K threshold that the Carmichaels cite. There is a shortage of housing below 200K and there is a shortage of affordable long-term rentals. Is that the proposal of the developers?

If the goal is to provide housing for Moab's working class, it needs to be researched and carefully planned. What can working class families afford? There needs to be some guarantee, in writing, that the homes built will truly be affordable to those workers and help ameliorate the housing problem in Moab. While affordable housing is a priority in the area Master Plan, this particular parcel doesn't conform because of its outlying location.

There is also a promise that these homes would never be "second homes" or

overnight rentals. Currently, that isn't carefully monitored in Grand County. There are neighborhoods and homes that were built and zoned for residential with no overnight rentals that have AirBNB rooms in them or RVs parked beside the main structure being used as overnight rentals or summer rentals. Building seventy new homes without strict contractual guidelines and oversight could potentially add to the existing problem of renegade overnight rentals.

Finally, to push this rezone forward with the promise that you can "trust" any particular person because they have lived in Grand County for X number of years or served on X committees or councils is shaky logic. Nothing that changes the landscape of a community should be done on a promise. Nothing that changes the traffic pattern, density or character of a neighborhood should be done without the infrastructure needs identified and in place.

My biggest concern is that this feels like it is being pushed through with the threat that if it isn't approved immediately, the property could fall into the hands of someone outside the community. Again, faulty logic. The same development rules will (and should) apply to someone coming in from the outside as someone who has lived here forty years.

Why the rush? The Planning Commission and Council should take their time, get the infrastructure in place and require a carefully, professionally prepared development plan before approving a rezone.

Thanks for taking the time to read my comments.

Regards,

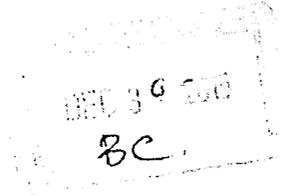
Janet Buckingham

4136 Spanish Valley Dr.

Moab, UT 84532

## PUBLIC COMMENT ON CARMICHAEL UP-ZONE ON 20 ACRES

Council Members,  
Zacharia Levine,  
Members of the Planning Commission,



**"They do have Judy Carmichael's word for it, though."**

Gary Carmichael said the **project is tailored to LOCAL RESIDENTS** who can't afford homes that **ROUTINELY SELL FOR \$500,000 OR \$600,000.**

**"We need something for the WORKING-CLASS PEOPLE."**

**JUDY:** **"But they do need the County to approve the request,** she said, if they're going to **act quickly.**

**The housing crisis is now,** she said. The rezone would put us in a position to move forward a little faster.

**Unlike land speculators,** Carmichael said she and her husband didn't buy the property just to develop it.

**We have 40 years of history on this land,** but **WE'RE DONE FARMING.** When they purchased the land in 1975, **no zoning designations were in place.**

Three years later, the County imposed the **still current restrictions, which allow ONE HOUSE PER ACRE** in order to accommodate septic tanks. Judy Carmichael said **she was told that the rural-residential designation would change to LARGE-LOT RESIDENTIAL ZONING** once sewer lines were routed through the area, although that change never happened, she said."

**"The Carmichael's put the property up for sale about a year ago,** she said they heard from developers and real estate agents who advised them that the **MARKET FOR ONE HOUSE PER ACRE IS ALREADY SATURATED."**\*\*\*

**\*\*\*THIS IS CODE FOR, WE DO NOT NEED SINGLE FAMILY HOMES!\*\*\***

In 1975, the land described in this request, was included in what was affectionately known locally as "**POVERTY FLATS**". Likewise the Carmichael's

initial investment in the 20 acres was nominal at best! As described there was NO SEWER SERVICE.

Over the years the County has assessed (for the purpose of taxation=(equals) establishing the "fair market value" in a "non-disclosure State") the acreage within this zone by the acre.

Beginning in the year 2000 when I purchased a 2 acre property just south of the 20 acre parcel (on the other side of Rim Village) that is the subject of this comment, the assessed value placed on an acre was \$25,000.00 ("fair market value" = taxable value).

**A land owner in this zone, using the land for agriculture (FARMING), may apply for and is granted tax relief from the \$25,000.00 per acre assessment on any land over 5 acres (and sometimes less).** I don't specifically know what the reduced valuation amounts to but it is substantial.

Since the year 2000, the County has continually re-assessed and continued to increase the per acre assessed value in this Zone to it's current valuation of \$60,000.00.

**A year ago, the Carmichael's listed their 20 acres for sale with Rachel Moody for \$2,000,000 (2 million).**

First, if a buyer we were to consider this property for purchase (to develop, **NOT FARM**) a simple calculation of the current per acre assessment would establish a "fair market value" of **\$1.2 million.**

**However, in consideration of road infrastructure and "development" requirements,** more than likely any developer would forfeit **4 to 5 acres** reducing the calculation of "fair market value" of the 20 home sites to more like 15 home sites, or a purchase price (at current valuations) of \$900,000.00. **I CAN ASSURE THAT THE CARMICHAEL'S WOULD REALIZE A SUBSTANCIAL RETURN ON THEIR ORIGINAL INVESTMENT FROM 1975.**

**Of course, since the Carmichael's have used the property continuously (40 years) for farming, it stands to reason that they would offer the property for sale as AGRICULTURAL, with an asking price more in line with the "fair market value" or assessed value they have been being taxed on for the last 40 years. Or, at best, offering the property for development in consideration of the 15 home sites (which is ALREADY AN UP-ZONE from it's current and continual use for 40 years, of farming).**

**"UNLIKE LAND SPECULATORS, CARMICHAEL'S DID'NT BUY THE**

**PROPERTY JUST TO DEVELOP IT"**

**"BUT, WE'RE DONE FARMING".**

**"BUT THEY DO NEED THE COUNTY TO APPROVE THE REQUEST IF THEY'RE GOING TO ACT QUICKLY."**

**"THE HOUSING CRISIS IS NOW".**

Back in the late 1990's or maybe as recently as the early 2000's, Grand County approved the **"Portal Vista" subdivision down past the old Allen Memorial Hospital. ANOTHER DENCE, LOW-COST HOUSING DEVELOPMENT.**

I can't remember specifically if Judy Carmichael was then currently on the Planning Commission or if she was on County Council? Anyway, partnering with Realtor, Tom Shellenberger, Judy Carmichael persuaded Grand County to approve the "dense", "low-cost" housing project on the land she owned in the **"flood plain"**, convincing them that with a central drainage system (arroyo) and "fill", in several "phases" the project could go forward and fill the "NEED" for affordable housing. **The main thing Judy Carmichael accomplished was the SALE OF ACEARAGE IN A FLOOD PLAIN that was previously deemed un-buildable (un-saleable) with the approval of "more dense" lots that exponentially increased her return on investment.**

**I think we all remember the turn of events that surrounded the "Tram Project" just to the South of the Colorado River, Bridge.**

The long and the short of it is that the County did not require a BOND of the investor of the project. After the project was well underway, the County shut it down because of no "bond". The Owner/developer sued the County and WON.

**As it was later described to me by a third party, it was Judy Carmichael who originally advocated to waive the bond which resulted in litigation.**

**"We have Judy Carmichael's word for it, though!"**

Grand County Council member Ken Ballantyne said his only concern about the proposal is the **effect it could have on Spanish Valley Drive**, which might not be in the best shape to handle increased traffic loads.

**"It's kind of a paved cow path", Ballantyne said.**

After purchasing the property in 2000, (one just South of the Carmichael home and "subject" parcel of land) I proceeded to Lease the entire property to the Colorado Outward Bound School.

By the year 2000, Outward Bound had been licensed and operating in Grand County for 15 to 20 years. Having owned and leased property in Grand County since 1989, I already had a leasing relationship with Outward Bound (in town) since about 1994.

Interestingly enough, my new neighbor to the North, Judy Carmichael (in her not-yet-finished-new-house) after I introduced myself to her and enlisted her to help me navigate "acre feet of water", alfalfa farming and general "Spanish Valley/rural-ranch etiquette", proceeded to launch an attack on the leasing of my property to Outward Bound through her planning and zoning affiliation and demanded Mary Hofine investigate any violation of code etc. (I still have all the correspondences in my file)

When unable to rout the group from the location she tried to have the County **require we put in a turning lane to accommodate the vehicles coming and going.**

**It is no secrete that Judy Carmichael used her influence to secure the salaried position of her husband Gary Carmichael at the Horseman/Rodeo facility.**

**Gary Carmichael is quoted at the beginning of the article in the "Moab Sun News" stating that homes "ROUTINELY SELL FOR \$500,000 TO \$600,000".**

This past July, in preparation for an upcoming property tax appeal hearing in SLC at the Utah State Tax Commission, I was assisted by MLS in compiling a "spread sheet" or "sales survey" of all sales of "Single Family Residence" in the Moab vicinity of Grand County, spanning a five year period of time and but for one or two Million dollar sales of "new construction", the median price of a "single family residence sold over the 5 year period, was just over 200,000. If you would like to review this information, I can provide it for you, as I did to the Utah State Tax Commission.

**The problem facing Grand County and it's residence concerning affordable housing is MULTIFACITED.**

The current Council is progressive and ran on such issues as affordable housing. I was excited to vote for you and embrace your progressive agenda. I know your intentions are good. ☺

4

Make no mistake, this request for a zone change is nothing more than 2 individuals pursuit for personal profit. There is no urgency. The Carmichael's have not presented a sound plan to alleviate Moab's affordable housing problem, which is intertwined with wages and benefits and the tourist industry/economy.

There is no doubt this is a matter that deserves our attention. Zack Levine correctly points out that Grand County has recently focused the more dense housing needs to the more central downtown Moab area. That is a first step. There is no need to leapfrog recent density changes in and around Moab to include the Valley.

Thank you for your consideration,  
Most Respectfully,  
Citizen Pettit

Late: Rec'd after



5pm

County Council Members:

RE: Carmichael Rezone Request;

12/28/2015

Dear Sirs and Madams

The affordable housing" presentation, made to the public, by the Carmichaels is in our view an attempt to use the buzz words of the hour to "soften up" opposition to this action. There is no way to insure the rezone will provide any affordable housing relief that is claimed to be the reason to up-zone the acreage. There is no legal requirement to compel the owner or a purchaser must use the land for "affordable housing" once it has been up-zoned. The property has been on the market for some time. Surely the owners have decided or realized the only way to sell for the desired price is to acquire the up-zone in advance of any pending sale. Developers will not gamble on an up-zone change being granted after a purchase. Chris Baird calls this request kind of a win win, I am paraphrasing. I don't agree.

Grand County Residents do not owe up-zones or zone changes just to allow for someone to sell land for more than it is worth as it sits.

The existing higher density out in the area in question has already created drainage issues and most obviously traffic and transportation issues. The traffic on Spanish Valley Dr. is already very heavy at times. There are no plans to widen roads or install curb and gutter or sidewalks on Spanish Valley Dr. There are no planned corridors to highway 191 that would alleviate the congestion on Spanish Valley Dr. There are water and wastewater issues as well.

The higher density developments that exist or are approved in that area do not justify more high density in fact the existing high density is a good reason to keep a mixture of zones.

Randy Day has been trying unsuccessfully to get an up-zone for his land near Old City Park using similar arguments. Understandably, Randy will surely be "next in line" if this request is approved.

There are so many issues surrounding this request that it would be irresponsible to grant this request at this time. Until traffic and transportation issues are addressed any rezoning that far outside the city limits is not a good idea.

Due to the above briefly mentioned issues and others we are requesting that the application for the up-zone be denied.

Sincerely,

John Hartley and Barbara Hicks

Grand County Commissioners

December 23, 2015

RECEIVED  
DEC 31 2015  
PC  
Late.

To whom it may concern:

This Letter is to provide our support for Judy and Gary Carmichael's proposal to get the County to rezone this area to allow for small residential lots. We feel strongly that the current one acre minimum lot size prohibits the development of housing that people living in Moab can afford. The one acre lot size dictates that builder build larger more expensive homes and thus forcing the cost of additional housing out of reach of most residents.

As adjacent neighbors we most respectfully support the rezoning proposal and ask that you approve the small lot residential zoning along this section of Spanish Valley Dr as they are requesting.

Respectfully,



Robert J Reid Jr.

Executor of the Robert J Reid Trust

Late

**From:** [KaLeigh Welch](#)  
**To:** [Chris Baird](#); [Elizabeth Tubbs](#); [Jaylyn Hawks](#); [Ken Ballantyne](#); [Ken Ballantyne \(kballantyne1@grandcountyutah.net\)](#); [Lynn Jackson](#); [Mary McGann](#); [Rory Paxman](#)  
**Cc:** [Ruth Dillon](#); [Bryony Chamberlain](#); [Diana Carroll](#); [Zacharia Levine](#); [Mary Hofhine](#)  
**Subject:** FW: Wrong Physical address in my comments of the 28th December  
**Date:** Thursday, December 31, 2015 9:07:14 AM

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-----Original Message-----

From: Brian Parkin [<mailto:himself@brianparkin.com>]  
Sent: Thursday, December 31, 2015 7:43 AM  
To: KaLeigh Welch; Rory Paxman; trooperball@hotmail.com; Lynn Jackson; Mary McGann; Jaylyn Hawks; Chris Baird; Elizabeth Tubbs  
Subject: Wrong Physical address in my comments of the 28th December

Hello all,

In my letter of December 28th regarding zoning I referred to an address on Spanish Valley Drive that was not the subject of my comments.

My comments were specifically regarding the Carmichael property adjacent to Rim Village.

I trust it is not too late to make this correction to my comments.

Thank you.

Brian Parkin  
3411 S. Creekside Lane  
Moab UT 84532

(435) 259 0700

Late

**From:** [Donna Neuneker](#)  
**To:** [Council](#)  
**Subject:** Rezoning Request in Spanish Valley  
**Date:** Thursday, December 31, 2015 9:31:52 AM

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**Council Members:**

I am opposed to the Carmichael's rezoning request directly prior to a potential sale of their property in Spanish Valley. As they clearly have no intention of developing the land themselves, the planning commission and the council cannot evaluate any development vision and plans of future owners. This request sounds purely speculative to me, at the expense of surrounding property owners.

I do not myself live in this area, and I'm very aware of Moab's/Grand County's housing shortage, but I believe the council should be voting on a specific development plan along with a rezoning request, not separately.

Thank you, Donna Neuneker

"Note 9 Reservation") agrees to commit and restrict such owner's Note 9 Reservation to the perpetual operation, use, construction, reconstruction, maintenance, repair, and replacement of improvements consistent with the purposes of landscape buffer, included but not limited to no action, earthworks, fencing, landscape and other plant materials, irrigation facilities, and landscape maintenance facilities; provided, however, that other uses permitted within a Note 9 Reservation may include roadway crossings, utility infrastructure, storm drainage facilities, and undivided common recreational facilities as a part of any future PUD, subdivision or other land use process approved by Grand County. Notwithstanding the foregoing, any Note 9 Reservation shall be included within the development area of the PUD or Subdivision Block of which it is a part; and such Note 9 Reservation may be subdivided and may be sold, transferred, or conveyed to a third party as part of a residential development lot, provided, however, that the commitment and restrictions set forth above shall remain in full force and effect. All areas of a Note 9 Reservation unencumbered by roadway crossings, and dedicated to an undivided common ownership for the purposes of Open Space shall be applicable to any Open Space requirement of any PUD, subdivision or other land use process of which it is a part.

### DEVELOPMENT STIPULATIONS - BLOCKS AND TRACTS

#### Carmichael A-1 PUD Block:

The Carmichael A-1 PUD Block is comprised of 20 acres more or less. Up to and including , but not more than 20 Dwelling Units are permitted. At least 30% of the Block is required to be dedicated as Open Space. Development Stipulations for the Representational Tracts as shown on this Master Plan Overlay are as follows:

Tract	Primary Uses	Accessory Use	DU.	Dimensional Requirements
CA-1	Single Family Lots, Minor Roadways, Storm Drainage, Utilities, Open Space	As provided by Zoning Ordinance and Development Stipulations hereon.	≤ 20 DU	Per future PUD Plan
CA-2	Spanish Valley Drive R.O.W.	Roadway and driveway crossings, Utilities, and Storm Drainage.	none	40' from centerline of existing Spanish Valley Drive
CA-3	Collector Roadway R.O.W.	Storm Drainage crossings, and Utilities	none	66' width

#### Carmichael R-3 Subdivision Block:

The Carmichael R-3 Subdivision Block is comprised of 2.0 acres more or less. Dwelling Units and Dwelling Unit Densities within this Block may include any and all uses permitted under Grand County, Utah zoning law governing the R-3 Residential Zone District. Development Stipulations for the Representational Tracts as shown on this Master Plan Overlay are as follows:

Tract	Primary Uses	Accessory Use	DU.	Dimensional Requirements
CR-1	Residential Subdivision per Zoning or PUD Ordinance	As provided by Zoning Ordinance and Development Stipulations hereon.	Any & all R-3 Zone Uses	Per Grand County Zoning Ordinance
CR-2	Spanish Valley Drive R.O.W.	Roadway and driveway crossings, Utilities, and Storm Drainage.	none	40' from centerline of existing Spanish Valley Drive

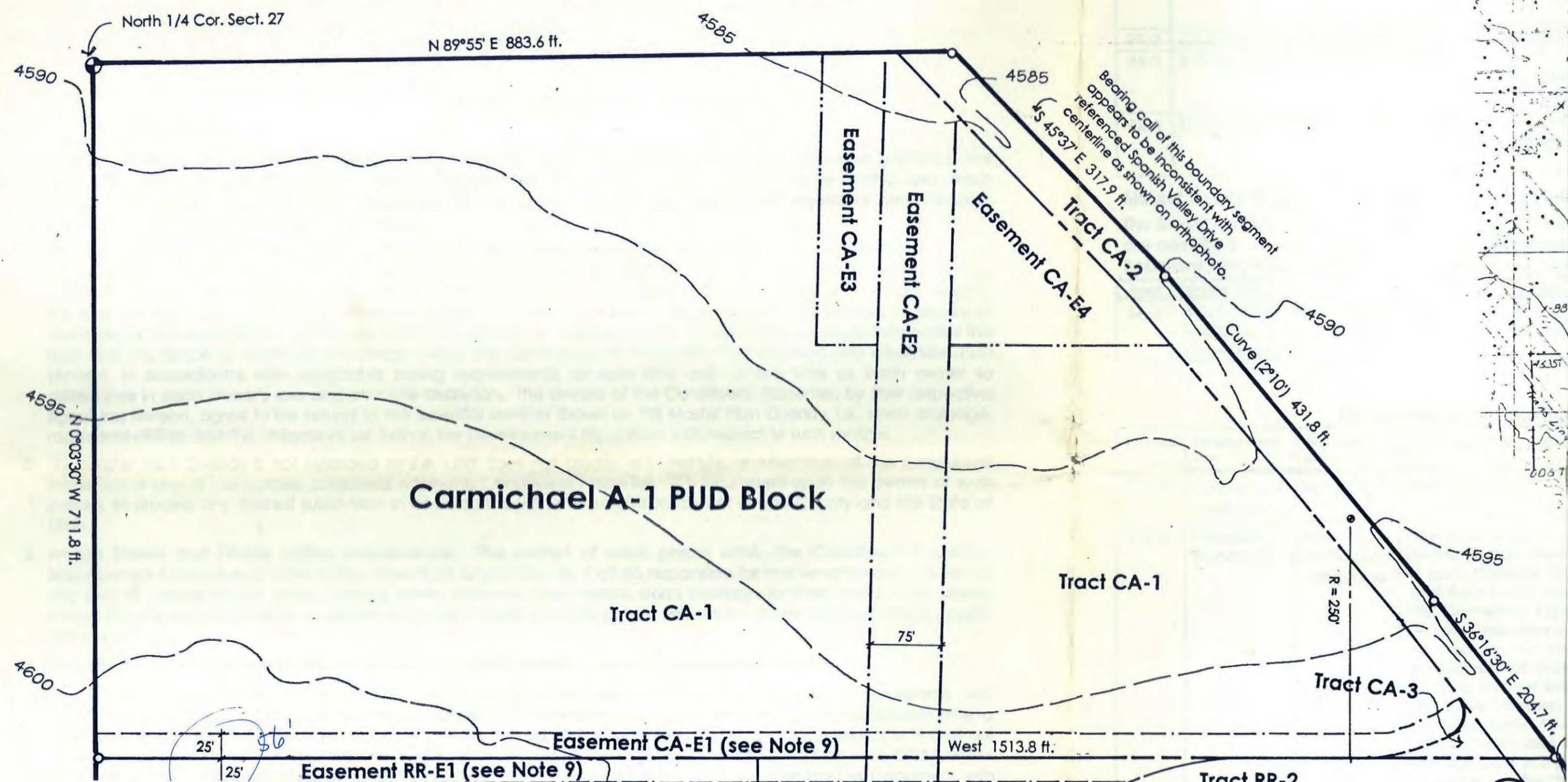
#### Meador R-3 Subdivision Block:

# CMINRS GROUP MASTER PLAN

Sect. 27, T 22 E, R 26 S, SLB&M County of Grand, St

Vicinity Map

Scale 1 inch = 2,000 feet



RESOLUTION NO. 2255

Entry No. 434422  
Recorded 7-28-95 4:48 pm  
Bk. 477 Pg. 272 Fee 179  
273

Marlene Mosher  
Marlene Mosher  
Recorder of Grand County

A RESOLUTION OF THE COUNTY COUNCIL  
OF GRAND COUNTY, UTAH  
RECOGNIZING AND SUPPORTING THE MASTER PLAN OVERLAY  
OF THE CMNRS GROUP.

WHEREAS, Gary G. and Judy D. Carmichael, Bill B. and Inalyn Meador, Robert J. and Donna M. Reid, SN Ltd, and Jane E. Sleight, hereinafter referred to as the CMNRS Group, who are the owners of properties located in the Spanish Valley Area of Grand County have jointly agreed to prepare a Land Use Master Plan, hereinafter referred to as the Plan, which will guide the development of their individual properties and which has been presented to the County Council of Grand County, Utah, hereinafter referred to as the Council; and,

WHEREAS, this planning effort was suggested and recommended to the CMNRS Group by the Contract Planner of Grand County; and,

WHEREAS, on June 28, 1995 the Plan was reviewed by the Planning Commission of Grand County who unanimously approved a Resolution in support of this planning effort and recommended to the County Council that they approve and support this planning effort; and,

WHEREAS, the Council and the Group acknowledge that there is not an existing County ordinance, Resolution or adopted County policy which regulates or recognizes this particular type of land use plan; and,

WHEREAS, the Group has prepared certain easement and tract descriptions which relate to roadway locations, open space and drainage, the language of which dedications are intended to preserve certain rights of access, open space guarantees and establish the future drainage patterns and which the Group intends to record as official documents in the office of the Grand County Recorder; and

WHEREAS, the Group has determined that the recording of these easements and tracts is essential to their ability to develop their individual properties within the parameters of the Plan; and

WHEREAS, The Council approves of the efforts to jointly plan the properties and supports this joint planning effort and the Council also recognizes the importance of the recording of certain easements and tracts as critical to the

implementation of the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL MEMBERS ASSEMBLED, that:

1. The efforts of the Group in preparing an integrated plan for the development of their property is commended and that such planning efforts by other property owners are encouraged.
2. That the Plan prepared by the Group is consistent with the Grand County Master Plan and the Zoning and Subdivision Ordinances of the County.
3. That the owners of the various tracts, as shown in the MPO map to be recorded, have agreed to the roadway, drainage and other easements as shown therein and have joined together in this preliminary plan for the purpose of guaranteeing the full enjoyment of he individual property rights and the mutual benefits of the various easements to each ownership tract shown therein.
4. That the MPO map showing the owner's tracts and the easements imposed thereon should be recorded.
5. That the County Council will recognize the recording of the MPO map and the easements and tracts shown thereon as a first step in the development of the properties on said map and the Council will respect these recorded tracts and easements and their stated purposes in the subsequent review of individual subdivision and/or planned unit development applications as they are submitted for approval to the County Planning Commission and the County.

APPROVED THIS 17, DAY OF JULY, 1995, BY THE FOLLOWING VOTE:

AYE 7  
NAY 0



ATTEST:

*Fran Townsend*

FRAN TOWNSEND,  
CLERK/AUDITOR

COUNTY COUNCIL CHAIRMAN

*Kenneth D. Ballantyne*

KENNETH D. BALLANTYNE

# CMNRS Group

## LAND PLAN SERVICES

Mile 8.75 La Sal Mountain Loop Road  
Castle Valley Star Route Box 2511  
Moab, UT 84532  
(801) 259-5057 / FAX -4552

June 20, 1995

Grand County Planning Commission  
125 E. Center Street  
Moab, UT 84532

Dear Planning Commissioners:

Subject: CMNRS Group Master Plan Overlay  
Owners' Statement

The CMNRS Group Master Plan Overlay (the "MPO") was undertaken by the Owners of the Constituent Properties (the "Owners") at the request of Grand County. The purpose of the MPO is to establish a coordinated land use plan for an approximately one hundred (100) acre site (the "Site") comprised of six (6) constituent properties lying within the Northeast 1/4 of Section 27, Township 22 East, Range 27 South, SLB&M, County of Grand, State of Utah (the "Constituent Properties").

Further, the MPO is intended to be solely an action through which an Overlay to the existing Grand County Master Plan is created.

The MPO is not intended to be, and does not create or constitute, a subdivision of the Constituent Properties or any of the parcels shown therein. The MPO is not intended to change the zone designation, nor to increase or decrease allowable uses upon any land contained therein.

Because Grand County anticipates that residential development may occur on the Constituent Properties over time, Grand County approached the respective owners and encouraged them to prepare a coordinated land use plan. The County expressed its interest that essential services (i.e. storm drainage, roads, and utilities) be coordinated in advance for the entire Site rather than being addressed in separate actions.

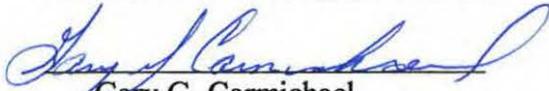
The individual Owners share the County's interest in principle. However, since there are no specific subdivision designs at this time, the Owners are concerned that the plan be conceptual enough in nature to accommodate their future planning discretion. Additionally, the Owners are concerned that by engaging in this MPO effort, they should not be required to initiate costly subdivision planning or engineering studies at this time. The individual Owners each retain, in their sole and absolute discretion, the timing for any future Plat Application as well as for subdivision design within the context of applicable County Ordinances and the elements of the MPO, if adopted substantially as presented. Mr. Sieber, Planner for Grand County, concurred and expressed his belief that mechanisms existed to meet both County and Owner interests.

Together, the Owners retained Land Plan Services to coordinate their interests along with those of Grand County, and to develop this MPO as a coordinated land use plan accordingly.

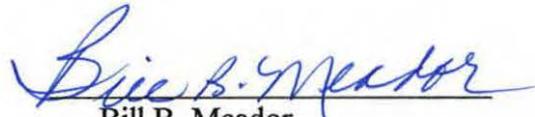
The Owners have reached a consensus that the MPO, as submitted, addresses their individual interests, and believe it addresses the interest heretofore stated by Grand County. The Owners offer this MPO for consideration by Grand County and pledge their good faith efforts toward a mutually acceptable conclusion of this matter. However, should any condition, restriction or provision be imposed which in the sole and absolute discretion of any Owner is deemed to be unacceptable, such Owner reserves the right to withdraw his or her Constituent Property from the MPO.

This MPO is submitted in a spirit of cooperation with Grand County's request, and with the hope that an Ordinance mutually agreeable between the Owners and Grand County may be adopted.

For the Carmichael A-1 PUD Block and the  
Carmichael R-3 Subdivision Block

  
Gary G. Carmichael

For the Meador R-3 Subdivision Block

  
Bill B. Meador

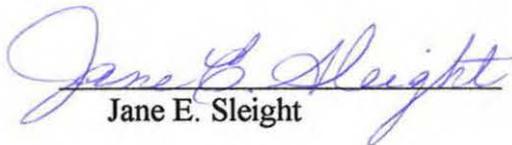
For the SN, Ltd. A-1 PUD Block

  
Irvin D. Nightingale

For the Reid R-3 Subdivision Block

  
Robert J. Reid

For the Sleight A-1 PUD Block

  
Jane E. Sleight

CMNRS/dk

**Attachment to  
Application for Land Development Approval  
Grand County, Utah  
CMNRS Group Master Plan Overlay  
Property Description and Property Owner Summary**

<b>Property Description - That Real Property situated in Gran County, Utah and referenced in the records of the Grand County, Utah Recorder by Arb. Number(s):</b>	<b>Property Owner:</b>
26-22-27-8.1 & 6.1 hereafter to be known as <u>Carmichael A-1 PUD Block</u>	Gary G. and Judy D. Carmichael P. O. Box 854 Moab, UT 84532 (801)259-5578
26-22-27-6.3.7 hereafter to be known as <u>Carmichael R-3 Subdivision Block</u>	Gary G. and Judy D. Carmichael P. O. Box 854 Moab, UT 84532 Phone: 259-5578
26-22-27-6.1.2 & 8.1.2, and 26-22-27-9, which taken together are hereafter to be known as <u>Meador R-3 Subdivision Block</u>	Bill B. and Inalyn Meador Family Trust 406 West Moenkopi Avenue Moab, UT 84532 Phone: 259-7215
26-22-27-11.1 & 26-22-27-12.1, hereafter to be known as <u>SN, Ltd. A-1 PUD Block</u>	SN, Ltd. P. O. Box 864 Moab, UT 84532 Phone: 259-5961
26-22-27-6 & 8, and 26-22-27-6.3, which taken together are hereafter to be known as <u>Reid R-3 Subdivision Block</u>	Robert J. and Donna M. Reid Family Trust P. O. Box 438 Moab, UT 84532 Phone: 259-7346
26-22-27-11 & 26-22-27-12, hereafter to be known as <u>Sleight A-1 PUD Block</u>	Jane E. Sleight P. O. Box 1270 Moab, UT 84532 Phone: 259-5505

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item:1

<b>TITLE:</b>	Approving Assignments of County Council Representatives/Liaisons to District and County Boards, Commissions and Committees
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Councilwoman Tubbs

**Prepared By:**

Bryony Chamberlain  
 Council Office  
 Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**BACKGROUND:**

Per the Governing Body Policies and Procedures;

**COUNTY BOARD/COMMISSION AND SPECIAL SERVICE DISTRICT BOARD REPRESENTATION.**

All County Boards and Commissions and Special Service District Boards shall include one Council Member representative either as a voting or ex-officio member according to the Board/Commission's enabling ordinance unless otherwise prohibited by law.

**APPOINTMENT TO COUNTY BOARDS AND COMMISSIONS AND SPECIAL SERVICE DISTRICT BOARDS.**

In January of each year the Council shall review each Council Representative position to County Boards and Commissions and Special Service District Boards. Council Members shall indicate which assignments they would prefer. For assignments selected by more than one Council Member, the Council shall vote on who receives the assignment. In the event that no Member volunteers for an assignment, the Chair shall assign a Member.

**COUNCIL MEMBERS' ROLE.**

Council Members appointed to serve on County Boards and Commissions and Special Service District Boards shall serve as the liaison to the County Council. Council Members shall represent the County Council but cannot commit the County without the approval of the majority of the Council.

**BOARDS/COMMISSIONS REPORTING TO THE COUNCIL.**

Council Representatives to Boards/Commissions shall report to the Council during the General Council Report section of the Agenda on a quarterly basis or as necessary action is required. Council Members shall request that the Chair place on the agenda as separate items any reports of assignments or meetings that require more detailed discussion or consideration.

**COUNCIL MEMBER PARTICIPATION.**

Council Members who are not appointed representatives are encouraged to attend any Board or Commission meeting for informational purposes and should notify the Council Representative of their interest to attend. Council Members not appointed as Council Representatives attending these meetings shall participate as members of the public.

**SPECIAL COUNTY COMMITTEES.**

County committees other than Boards and Commissions shall be established through Resolution by the Council and shall include an appointed Council Representative and interested community members. Such committees are less formal than Boards and Commissions and are generally established to support special long-term projects and facility utilization. Such committees shall not have the authority to make Council decisions or to expend County funds without the approval of the majority of the Council at a regularly scheduled meeting. Council Members are encouraged to participate on these committees.

**ATTACHMENT(S):**

Draft 2016 Council Assignments – Sorted by Assignment Title

Draft 2016 Council Assignments – Sorted by Rep/Liaison Title

DRAFT for 1-5-2016

ASSIGNMENT FOR 2016	Vote	Rep/Liaison	Meeting Dates & Times	Location
Airport Board	no	Rory	1st Mon @ 5pm	Chambers
ALG (Association of Local Government)/CDBG	yes	Lynn	4th Thurs @ 1pm with occasional date changes	Price
Arches SSD Board	yes	Lynn	TBD	
BLM (Bureau of Land Management)	N/A	Chris	Quarterly meetings TBD	
Boundary Commission	yes	Chris	as needed, at least once a year	Chambers
Building Codes Board of Appeals	no	None	as needed	
Canyonlands Healthcare SSD Board (CHCSSD)	yes	Ken	3rd Thurs monthly @ 5:30pm	Hospital
CCP (Canyon Country Partnership)	N/A	Liz, Chair	All day: Mar 17, Apr 28, Jun 23, Aug 25, Oct 27, Dec 1	Regional
Catastrophic Wildfire Initiative, Governor's	N/A	Liz	as needed	
Cemetery Maintenance District Board	yes	Mary	2nd Tues @ 6pm, Sunset Memorial	Dist Ofc
Chamber of Commerce	N/A	Rory	3rd Tues @ noon for Chamber; Board meets as needed at Zions or City Hall	Restaurants
Children's Justice Center (CJC) Advisory Board	yes	Mary	Semi-annually 3rd Wed of Feb 17 & Aug 17 @ 12pm	Fire Dept
Council on Aging Board	no	Jaylyn	2nd Mon monthly @ 12:30pm	Grand Ctr
Dewey Bridge Restoration Committee (of HPC)	no	Chris	as needed	
Film Commission Committee	N/A	Lynn	as needed	City Offices
Hazmat/Local Emergency Planning Committee (LEPC)	N/A	Liz	4th Weds @ 12PM quarterly beginning in Mar: Mar, Jun, Sep, & Dec	Fire Dept
Historical Preservation Commission (HPC)	no	Chris	2nd Fri @ 10:00am every other month beginning in Jan: Jan, Mar, May, Jul, Sept, Nov	Museum
Homeless Coordinating Committee	yes	Jaylyn	4th Wed @1:00pm; Apr, June, Aug, Oct, Nov, Dec, Jan & Feb	Zions Bank
Housing Authority Board (HASU)	no	Jaylyn	3rd Thur @ 12PM	City Chmbrs
Housing Task Force, Affordable	yes	Jaylyn	First Mon @ 1PM every other month	Chambers
Library Board	yes	Ken	2nd Thurs @ 5:30pm every other month; Jan, Mar, May, July, Sept & Nov	Library
Mental Health Board (Four Corners)	yes	Liz	4th Tues @ 2:45pm every other month; Jan, Mar, May, Jul, Sep, Nov	Green Rvr
Moab Tailings Project Steering Committee (MTP)	yes	Lynn, Rory alternate	4th Tues @ 3PM Jan 26, April 26, July 26, & Oct 25	Chambers
Mosquito Abatement District Board (MMAD)	yes	Ken	1st Thurs @ 5:30pm except no mtg in Jan & 2nd Thur in Dec	Dist Ofc
OSTA Advisory Committee	no	Chris	2nd Tues @ 5:30pm	OSTA Conf Rm.
Performance Review Committee	no	Rotating	Monthly (typically 3rd Thurs @ 8:30am)	Chambers
Planning Commission	no	Mary	2nd & 4th Wed @ 6pm, except no 4th Wed meeting in Nov or Dec	Chambers
Public Health Board (Health Department)	yes	Liz	4th Tues @ 5pm every other month beginning in Jan: Jan, Mar, May, Jul, Sep, Nov	Green Rvr
Recreation SSD Board	yes	Chris	3rd Wed @ 6PM Nov-Mar; 7pm Apr-Oct,	City Chmbrs
Safety and Accident Review Committee	yes	Chris	1st Tues @ 8:30am	Chambers
Sand Flats Stewardship Committee	yes	Lynn	2nd Thurs @ 3pm quarterly beginning in Mar: Mar 10, Jun 9, Sep 8, & Dec 8	Chambers
Solid Waste Management SSD Board	yes	Mary	2nd Thurs @ 4pm	District Office
Star Hall Advisory Committee	yes	Ken	as needed	
Thompson Springs Fire District Board	no	Liz	2nd Thurs @6pm	Thompson

DRAFT for 1-5-2016

Thompson SSD (Water) Board (Elected)	no	Liz	2nd Thurs @7pm	Thompson
Trail Mix Committee	yes	Chris	2nd Tues @ noon for 2 to 2-1/2 hours	Grand Ctr
Transportation SSD Board	yes	Lynn	2nd Tues @ 6:00pm	Road Shed
Travel Council Advisory Board, Moab Area	no	Lynn	2nd Tues @ 3:00pm except no mtg in July and Sept mtg will begin at 10am-5pm	Chambers
USU Advisory Board	N/A	Chris	2nd Tuesday Quarterly beginning in Jan, Apr, July, Oct @ 2PM	USU Moab
Water District Administrative Control Board (Elected)	yes	Lynn	1st & 3rd Thurs @ 7pm except no 1st Thurs meeting in Jan: 4th Thurs/Jun 25th; 1 mtg in Dec/Dec 9th	Water Dist Ofc
Watershed Partnership, Moab Area	yes	Liz	3rd Wed @ 9:00am every other month; Jan, Mar, May, July, Sept & Nov	Grand Ctr
Weed Control Board, Noxious	yes	Rory	1st Mon @ 4pm quarterly; Jan, Apr, <u>Aug</u> , & Oct	Grand Ctr
Wildland Fire Policy Group, UAC's	N/A	Liz	as needed; temporary Board ending in the Fall 2015	
Your Utah Your Future Project/Envision Utah	N/A	Lynn	as needed	
Conservation District, Grand County	N/A	Liz	2nd Mon @ 7pm	Youth Garden Project

DRAFT for 1-5-2016  
Council Assignment Summary 2016 by Rep/Liaison

ASSIGNMENT FOR 2016	Vote	Rep/Liaison	Meeting Dates & Times	Location
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DRAFT for 1-5-2016  
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Solid Waste Management SSD Board	yes	Mary	2nd Thurs @ 4pm	District Office
Building Codes Board of Appeals	no	None	as needed	
Airport Board	no	Rory	1st Mon @ 5pm	Chambers
Chamber of Commerce	N/A	Rory	3rd Tues @ noon for Chamber; Board meets as needed at Zions or City Hall	Restaurants
Weed Control Board, Noxious	yes	Rory	1st Mon @ 4pm quarterly; Jan, Apr, <u>Aug</u> , & Oct	Grand Ctr
Performance Review Committee	no	Rotating	Monthly (typically 3rd Thurs @ 8:30am)	Chambers

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item:J-1

<b>TITLE:</b>	Approving Volunteer Appointment(s) to District and County Boards and Commissions: 1. Airport Board
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Ruth Dillon, Council Administrator

**Prepared By:**

Bryony Chamberlain  
 Council Office  
 Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the re-appointments of Bill Hawley and Norm Knapp with terms expiring 12/31/2019, and the mid-term appointment of Jody Patterson to serve on the Airport Board, with term expiring 12/31/2017, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The Airport Board met in open meetings and reviewed three applications submitted for three open vacancies as of 12/31/2015, one of which was a mid-term appointment. The Board voted to forward the recommendation of applicants Bill Hawley and Norm Knapp to County Council for appointment, with terms expiring 12/31/2019 and a mid-term appointment of Jody Patterson to fill the resigned position of Bill Joss, expiring 12/31/2017.

**No other applications were received**

Resolution No. 3007 established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointees a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

**ATTACHMENT(S):**

1. Board recommendation
2. Applications received
3. Resolution 3007
4. Ordinance 462

December 8<sup>th</sup>, 2015

Grand County Council  
125 E. Center Street  
Moab, UT 84532

Re: Airport Board Recommendation Letter

Dear Grand County Council Members:

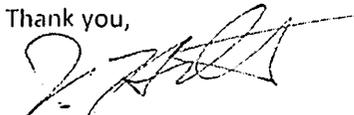
The Airport Board received 3 application(s) for 2 open vacancies. The Airport Board met on November 2<sup>nd</sup>, 2015 and interviewed all 3 candidates, Bill Hawley, Norm Knapp, and Jody Patterson. At that time, Board member Bill Joss announced that he was resigning from the board because he will be moving out of the area.

On November 2<sup>nd</sup>, the Airport Board met in an open meeting and voted unanimously to recommend to the council Bill Hawley and Norm Knapp for terms ending 12/31/2019.

The Board also publicly re-advertised for the mid-term vacancy of Bill Joss after this November meeting. Jody Patterson was the only person to apply for this vacancy.

On December 7<sup>th</sup>, the Airport Board met in an open meeting and voted unanimously to recommend to the council Jody Patterson to fill the mid-term vacancy for a term ending 12/31/2017.

Thank you,



Judd Hill

Airport Manager



# Board and Commission Application and Certification Form

RECEIVED  
OCT 13 2015  
BY: *W*

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Airport Board

Name: Bill Hawley

Mailing Address: 3051 Far Country Dr.

City: Moab State: UT ZIP Code: 84532

Day Phone: 801-230-6893 Email Address: whawleyx2@gmail.com

In what year did you establish your current residency in Grand County? 2008

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Retired Engineer

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

Electrical Engineer with 45 years' experience in Clinical Engineering

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Private Pilot with Instrument Rating (for 45 years)

Aircraft Builder

Current Airport Board Member

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

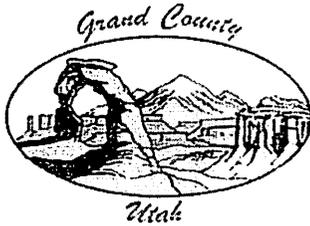
- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Bill Holy Date: 10/13/2015



# Board and Commission Application and Certification Form

RECEIVED  
OCT 20 2015  
BY: \_\_\_\_\_

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Airport Board.

Name: Norm Knapp

Address: 552 Nichols Lane

City: Moab State: UT ZIP Code: 84532

Day Phone: 435-260-1109 Email Address: norm@moabcherry.com

In what year did you establish your current residency in Grand County? 2007

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Gen Mgr Moab Chevrolet

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

Present Board Member  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

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Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

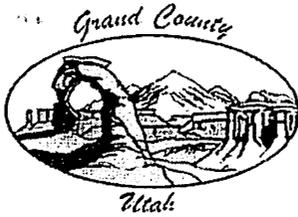
Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

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

Date: 10-20-15



RECEIVED  
NOV 17 2015  
PC

## Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office,  
125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Airport Board

Name: Jody J. Patterson

Mailing Address: 1198 Murphy Lane #3

City: Moab State: Utah ZIP Code: 84532

Day Phone: 435.259.5764 Email Address: jody.j.patterson@gmail.com

In what year did you establish your current residency in Grand County? 2008  
(residency is required for all Boards; some District boards require residency within the District,  
which may not include Moab City limits; two years' residency prior to assuming board  
membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical  
Preservation Commission and Housing Authority of Southeastern Utah) N/A

Occupation or professional training: Professional Archaeologist & Business Owner

List your work experience that is relevant to your application for a position on the  
Board or Commission for which you are applying (if needed, attach a separate page):

I am a professional archaeologist and business owner working with industry  
and government (federal, state, and local) to facilitate compliance with state  
and federal historic preservation laws for development-related projects. I am  
actively serving on several similar boards, including the Grand County Historic  
Preservation Committee and the Utah Professional Archaeological Council  
(VP Government Affairs & Research). My career and volunteer service  
have provided me considerable experience for working collaboratively with  
the government, industry, and the public to find solutions to complex problems.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I am a private pilot and aircraft owner who keeps an aircraft at Canyonlands  
Field (KCNV). I am a member of the Aircraft Owners and Pilots Association  
(AOPA), and actively advocate for the importance of general aviation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
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Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Jody J. Patterson Digitally signed by Jody J. Patterson  
DN: cn=Jody J. Patterson, o=Grand County, ou=Grand County, email=jody.patterson@grandcountyutah.net, c=US  
Date: 2015.11.19 09:42:21 -0700 Date: \_\_\_\_\_

**RESOLUTION 3007**

**A RESOLUTION OF THE GRAND COUNTY COUNCIL AMENDING  
RESOLUTIONS 2995/2806/2625 ESTABLISHING A BOARD APPOINTMENT  
PROCESS AND ESTABLISHING REQUIREMENTS OF BOARD MEMBERS  
AND COMMISSIONERS SERVING GRAND COUNTY**

**WHEREAS**, The Grand County Council recognizes there is a need to create an appointment process for appointing volunteer board members and commissioners to the various boards and commissions serving Grand County, as well as Local District and Special Service District non-elected boards, the Housing Authority of Southeastern Utah board and the Southeastern Utah District Health Department board ("Boards"), and

**WHEREAS**, The Grand County Council recognizes there is a need for all Boards to have the same general requirements for board members and commissioners including those required by law, and

**WHEREAS**, The Grand County Council shall approve all appointments to Boards that are under the authority of the Grand County Council supported by ordinance, resolution, or ordered by state law, and

**WHEREAS**, The Boundary Commission, under the authority of the Grand County Council, is authorized to make appointments to their Commission as specified in the enabling documents, and

**WHEREAS**, The County Committees established by resolution under the authority of the Grand County Council are each authorized to make appointments to their committees, if needed, as specified in each such enabling resolution, or as amended. County volunteer committees include Moab Tailings Project Steering Committee, Old Spanish Trail Arena Advisory Committee (with terms), Sand Flats Stewardship Committee, Star Hall Advisory Committee, and Trail Mix Committee and other committees as they may be established by the County Council from time to time.

**NOW THEREFORE, THE GRAND COUNTY COUNCIL RESOLVES AS FOLLOWS:**

All Board appointments shall be selected in the following manner:

1. By October 1<sup>st</sup> the Council Office shall notify the current Board of those members whose terms will expire at the end of the calendar year. In cases where a vacancy is created during the middle of a board member's term (mid-term vacancy), the Council Office shall notify the respective Board of the vacancy and post a notice of the vacancy as soon as practically possible.
2. The Grand County Council Office shall post a notice of Board vacancies, including mid-term vacancies, in a local newspaper of record, bulletin boards within the County Courthouse, and on the County's website. The published notice shall list general requirements for serving on the

Board(s) and shall be open until filled, unless the board member whose term expires at year-end expresses in writing their desire to remain on the Board until the vacancy is filled, beyond year-end. The notice shall identify an application due date, after which the Council Office shall forward all submitted applications for review and consideration, including interview of new applicants, by the respective Board for recommendation to the County Council.

3. Interested residents shall submit an official Board, Commission, and Committee Certification and Application Form ("Application") contained in Exhibit 1 of this Resolution to the Council Office. The Application may be utilized by Committees yet does not apply to those Committees in which membership is attained without appointment.
4. The Council Office shall receive by personal delivery, mail or email all Applications which shall be stamped with the date received. The Council Office shall review that the Applications have been completed and that the applicants meet the requirements for service to the requested Board, and forward all Applications that appear to meet the requirements for service to the appropriate Board Chair and/or staff liaison to the Board for verification of meeting the requirements and consideration for appointment.
5. Boards shall interview all new qualified applicants (Council may be invited to interviews).
6. During the interview process the Board Members are encouraged to ask questions that verify an applicant's eligibility of meeting requirements for service contained in this Resolution and other adopted documents including but not limited to: state law, county ordinance, and adopted bylaws of the Board to ascertain an applicant's qualifications for appointment. The Boards forward recommendation(s) by motions which contain findings as to their recommendation to the County Council; such affirmative Board recommendations shall be in writing from the Board Chair or staff liaison, addressed to the County Council, and provided to the Council Office within seven (7) days of the adopted motion and within ninety (90) days' receipt of applications.
7. The County Council, at the next regular meeting in which appointments may be considered shall appoint a recommended applicant, or an applicant of the Council's choice, or keep the position open to consider additional applicants. Year-end appointments shall be considered by the County Council after January 1<sup>st</sup> of the following year.
8. Since the County Council will not have appointed a new member to the Board at the expiration of term, the current board member, if willing and able to continue to serve, shall express in writing their desire to remain on the Board until they are replaced. If such board member is unwilling or unable to remain on the Board, or if such board member does not timely express in writing their desire to remain on the Board until they

are replaced, then the position is considered vacant at the expiration of term, until filled.

9. In the event that an ordinance is in conflict with this resolution, the ordinance shall prevail.

**General Board Member Requirements:**

- Must be a Grand County Resident unless otherwise indicated by Ordinance, Land Use Code, or Board Bylaws approved by the County Council.
- Terms shall be for four years, unless a shorter or longer period is required by law; a mid-term vacancy is a partial term.
- All terms shall end December 31<sup>st</sup> with the new member taking office the first meeting following appointment by the County Council. Upon Council Office receipt of affirmative written Board member recommendation(s), annual year-end appointments shall be made in the first January County Council meeting of the following year.
- Board Members shall have the appropriate expertise when required by law.
- Submit applications to the Council Office in accordance with the requirements contained in the notice.
- Agree to abide by the County's Conflict of Interest Ordinance.

**Special Service District Board Member Requirements:**

Special Service District Board Members shall meet the requirements of this section and the current applicable state code requirements.

- No appointed member of the Board may be a full or part-time employee of the district while serving on the Board.
- No person employed by a special service district as a full-time or part-time employee may serve on the governing Board of the district.
- A board member may not be compensated separately as a board member and as an employee for providing the same service.
- Each trustee/board member appointed by the County legislative body shall be an elector of the district.
- Some districts require board member residency within the district's geographical boundaries.

**IT IS FURTHER RESOLVED THAT:**

Boards are encouraged to amend their Bylaws to reflect the established appointment process and requirements.

Members who are currently serving on Boards who do not meet the requirements stated in this document shall be replaced once their term is completed.

**APPROVED THIS 17<sup>th</sup> DAY OF DECEMBER, 2013, BY THE FOLLOWING VOTE:**

Those voting aye: Ciarus, Holyoak, Paxman, Jackson, Tubbs, Ballantyne, Nyland

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

Absent: \_\_\_\_\_

**ATTEST:**

**GRAND COUNTY COUNCIL**

Diana Carroll

Diana Carroll, Clerk/Auditor

Gene Ciarus

Gene Ciarus, Chair

**EXHIBIT 1: APPLICATION**



**Board and Commission Application and Certification Form**

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Applied For: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

In what year did you establish your current residency in Grand County? \_\_\_\_\_  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

\_\_\_\_\_

Occupation or professional training: \_\_\_\_\_

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

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Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident unless otherwise indicated in Board Bylaws or Ordinance approved by the County Council;
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting following appointment by the County Council. Such year-end appointments shall be made in the first January County Council meeting of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

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

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

## **ORDINANCE NO. 462**

### **AN ORDINANCE ESTABLISHING POLICIES AND PROCEDURES FOR CONFLICTS OF INTERESTS OF GRAND COUNTY OFFICERS**

**WHEREAS**, it is the intent of Grand County Government to promote confidence in County government and ensure that citizens of the community are represented in a fair and impartial manner by public officers who do not have a personal financial interest in items under consideration before the County.

**WHEREAS**, Grand County also desires that County officers adhere to standards of conduct and ethics higher than those minimums set forth in the County Officers and Employees Disclosure Act (hereinafter the "Act"), under Utah Code Ann. § 17-16a-1 *et seq.*

**BE IT THEREFORE ORDAINED**, by the County Council of Grand County, Utah, that the following provisions are enacted to establish rules of procedure for the conduct of County elected and appointed County officers.

1. Each officer who is a member of the County Council, Planning Commission, Service District, or any other public body of Grand County, including all Boards and Commissions is required to disclose to that body a conflict of interest prior to consideration, in any public meeting or hearing before such public body, of any action on a matter in which the officer has a conflict of interest. For the purposes of this ordinance a conflict of interest exists if the officer or his or her: parent, sibling, other member of the same household, a client, or employer meets one or more of the following criteria:

- A. Is required to disclose a conflict of interest as required and defined by the Act in Utah Code Ann. § 17-16a-3; however, notwithstanding the provisions of said Act, the following provisions shall also apply.
- B. Has an ownership interest in a business having matters under proper consideration before the public body.
- C. Has an ownership interest in a piece of property for which zoning, conditional use or development approvals are under consideration.
- D. Represents as an agent, provides a professional service, or is a paid advisor to an individual or organization with matters under consideration before the public body.

Each officer with a conflict of interest as defined above shall be required to disclose such conflict to the public body on which that officer participates prior to consideration of the matter. Officers with a conflict of interest may not attempt to influence other public officers or appointed staff outside of the meeting.

2. An officer of the County Council, Planning Commission or other public body of Grand County who is required by Paragraph 1 above to disclose a conflict of interest shall recuse himself or herself from participating in, commenting on, or voting on the matter in which such conflict exists. If the officer insists on voting, his or her vote shall be recorded in the minutes as

Ordinance No. 462

an abstention. In determining whether a vote is tied or a matter is adopted, the abstention vote shall be treated as if the member were absent from the meeting.

3. A public officer with a conflict of interest as defined above may attend meetings of other public bodies of which he or she is not a member and at which the matter creating the conflict is considered. Such an officer may speak on the matter under consideration, only after first declaring a conflict of interest and explaining the nature of the conflict.

4. Any provisions of this ordinance that are more restrictive than the those of the Act may be suspended by the County Council, Planning Commission, or other Board, Commission, or Committee of Grand County if the body hears the nature of the conflict of interest and a 2/3 majority of the remaining body assembled agree by affirmative vote that said conflict of interest under this Ordinance should not prohibit conflicted officer from participating, commenting and voting during the meeting, and such a vote shall suspend the prohibiting provision.

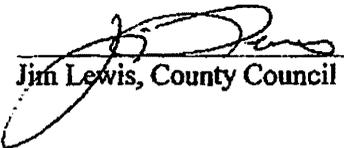
5. Any officer who shall intentionally fail to disclose a potential conflict as defined in Paragraph 1 shall be guilty of a misdemeanor offense in accordance with Utah Code Ann. § 17-16a-10, for which violation that officer shall be subject to removal from office and/or dismissal from county employment pursuant to the Act.

6. This ordinance shall take effect immediately upon passage by majority affirmative vote.

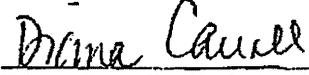
**PASSED, ADOPTED, AND APPROVED** by the Grand County Council in open session this 20<sup>TH</sup> day of November, 2007, by the following vote:

Those voting aye: Lewis, Holyoak, Ciarus, Greenberg, McNeely, Graham  
Those voting nay: \_\_\_\_\_  
Those voting absent: Langianese

GRAND COUNTY

  
\_\_\_\_\_  
Jim Lewis, County Council Chair

ATTEST

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

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**

**JANUARY 5, 2016**

Agenda Item:J-2

<b>TITLE:</b>	Approving Appointment(s) to District and County Boards and Commissions: 2. Grand County Special Service Water District Board
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Council Member Jackson, Council Liaison to the Board

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the re-appointment of Gary Wilson and appointment of Rick Thompson to serve on the Grand County Special Service Water District Board, with terms expiring 12/31/2019.

**BACKGROUND:**

The Grand County Special Service Water District Board met in an open meeting and reviewed two applications submitted for two vacancies as of 12/31/2015. The Board voted to forward the recommendation of applicants Gary Wilson for re-appointment and Rick Thompson for appointment to the County Council, with terms expiring 12/31/2019.

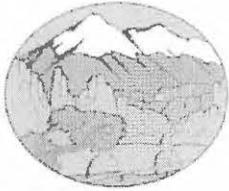
No other applications were received.

Resolution No. 3007 established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

**ATTACHMENT(S):**

1. Board recommendation
2. Application received



# Grand Water & Sewer Service Agency

3025 E Spanish Trail Rd ♦ PO Box 1046 ♦ Moab, Utah 84532  
435-259-8121 ♦ 435-259-8122 fax

AGENCY MANAGER  
Mark Sovine

OPERATING COMMITTEE:  
Dan Pyatt (President)  
Gary Wilson (V President)  
Brian Backus  
Mike Holyoak  
Tom Stengel  
Rex Tanner  
Dale Weiss

FORMING BOARDS:

SVW&SID  
Gary Wilson (Ch.)  
Tom Stengel (V Ch.)  
Leon Behunin (Treas.)  
Mike Holyoak (Clerk)  
Dale Weiss

GCWCD  
Dan Pyatt (Ch.)  
Jerry McNeely (V.Ch.)  
Brian Backus  
Preston Paxman  
Rex Tanner

GCSSWD  
Gary Wilson (Ch.)  
Kyle Bailey  
Mike Holyoak  
Lynn Jackson  
Tom Stengel

## MEMORANDUM

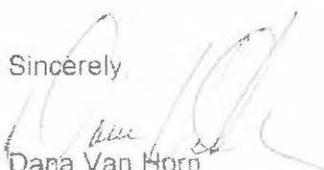
TO: Grand County Council  
FROM: Dana Van Horn  
SUBJECT: Grand County Special Service Water District  
Recommendations  
DATE: 12/11/2015  
CC:

On December 10, 2015 the Grand County Special Service Water District met and discussed the upcoming vacancies on the district board.

Two positions were available and two applicants applied to Grand County for appointment/reappointment. The Grand County Special Service Water District interviewed Rick Thompson for the position at the meeting and recommended, by motion, the reappointment of Gary Wilson and appointment of Rick Thompson to the board. Currently the board is organized as follows:

NAME	POSITION	TERM END	APPOINTED BY:	RECOMMENDED
Gary Wilson	Chair	12-31-15	GCC	Gary Wilson
Mike Holyoak	V. Chair	12-31-16	SVWSID	
Kyle Bailey			Moab City representative	
Lynn Jackson			GCC representative	
Tom Stengel		12-31-15	GCC	Rick Thompson

Sincerely

  
Dana Van Horn  
GWSSA

**KaLeigh Welch**

---

**From:** noreply@civicplus.com  
**Sent:** Sunday, October 18, 2015 6:06 PM  
**To:** kaleighwelch@grandcountyutah.net; council@grandcountyutah.net  
**Subject:** Online Form Submittal: Board, Commission, Committee & Special Service District Application & Certification From

**Board, Commission, Committee & Special Service District Application & Certification From**

Board, Commission, Committee & Special Service District Application & Certification From

*Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)*

Board, Commisison, Grand County Special Service Water District  
Committeeor Special  
Service District Applied  
For:

Name: Gary N. Wilson  
Mailing Address: 3991 Spanish Valley Dr  
City: Moab  
State: UT  
Zip Code: 84532  
Day Phone: 4352598240  
Email Address: [wfcomm@frontiernet.net](mailto:wfcomm@frontiernet.net)

In what year did you establish your current residency in Grand County? 1979

If not Grand County, which county do you reside in? *Field not completed.*

Occupation or professional training: Electronic Technician

List your work experience that is relevant to your 43 years at Rocky Mountain Power as Electronic Forman. I manage assets and personnel in South East Utah, Northern

application for a position on the Board or Commission for which you are applying: New Mexico, Northern Arizona and Western Colorado

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying: My wife and I have a 60 acre farm (Wilson Farms) in Spanish Valley. we also own a 2-way radio business (WF Communications) which has been in business since 1991. We also have several rental units which we manage as WF Management. I am an elected member of the Grand Water & Sewer Board and the Grand Water Conservation District.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

*I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.*

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

**First Name**                      Gary

**Middle Initial**                    N

**Last Name**                         Wilson

**Date:**                                10/18/2015

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



# Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Grand County Special Service Water District

Name: Rick Thompson

Mailing Address: 2792 Spanish Trail Road

City: Moab State: Utah ZIP Code: 84532

Day Phone: 260-2718 Email Address: ricksglass@frontier.net.net

In what year did you establish your current residency in Grand County? 2011

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Glazier / Self Employed

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

Owner/manager Rick's Glass 34 years  
or R-C Leasing / Rental Properties  
Developer - Commercial + Residential Properties

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Life long Moab Resident  
Want to see whats Best for Grand County  
happening - Water + Sewer are Very Important  
Infrastructure  
I think I can lead Different Experience  
& Insight - I would Do my Best.

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Rick Flynn Date: 12-9-15

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item:J-3

<b>TITLE:</b>	Approving Appointment(s) to District and County Boards and Commissions: 3. Housing Authority of Southeastern Utah Board of Commissioners
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Council Member Hawks, Council Liaison to the Board

**Prepared By:**

Bryony Chamberlain  
 Council Office  
 Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the appointment of Katie Hanway to serve on the Housing Authority of Southeastern Utah Board of Commissioners, with term expiring 12/31/2020.

**BACKGROUND:**

The Housing Authority of Southeastern Utah Board of Commissioners met in an open meeting and reviewed the application submitted for one vacancy as of 12/31/2015. The Board voted to forward the recommendation of applicant Katie Hanway to the County Council for appointment, with term expiring 12/31/2020.

No other applications were received.

Resolution No. 3007 established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

**ATTACHMENT(S):**

1. Board recommendation
2. Application received

**HOUSING AUTHORITY OF  
SOUTHEASTERN UTAH**  
SERVING GRAND AND SAN JUAN COUNTY

December 17, 2015

Grand County Council  
125 E. Center Street  
Moab, UT 84532

Re: Housing Authority of Southeastern Utah Board Recommendation Letter

Dear Grand County Council Members:

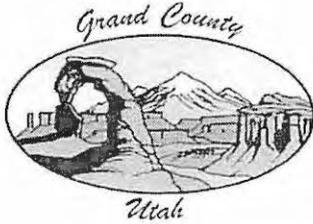
The HASU Board of Directors received one application for one open vacancy. The Board met on 12/17/2015 in an open meeting and interviewed the candidate, Katie Hanway. Following the interview, the Board voted unanimously in favor of recommending to the Council Katie Hanway for a HASU Board term ending 12/31/2019. Katie Hanway has been a member of the HASU Board for a number of years and her knowledge and experience have been invaluable to us. We are very pleased that she is willing to continue in service.

Thank you,



Catherine A. Bonde  
HASU Chair





# Board and Commission Application and Certification Form

RECEIVED  
OCT 27 2015  
BY: VW

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Housing Authority of Southeastern Utah

Name: Kathleen (Katie) Hanway

Mailing Address: 411 Loveridge Drive

City: Moab State: UT ZIP Code: 84532

Day Phone: 435-260-9480 Email Address: katiehanway@gmail.com

In what year did you establish your current residency in Grand County? 1978

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Human Services/Workforce Services

List your work experience that is relevant to your application for a position on the Board or for which you are applying (if needed, attach a separate page):

- 30 years working with low-income programs and individuals through my employment at the Utah Department of Workforce Services
  - 15 years in supervision
  - Understanding of Moab's economy and resulting housing and employment challenges that affect both employers and employees.
- Project Development: Partner in two projects. Developed land, resulting in improved lots for sale. Saw projects through initial planning to lot sales.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

- 2-Term member of Housing Authority of Southeastern Utah Board
- Member of Grand Homeless Coordinating Committee

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Nathaniel Hamway Date: 10/25/15

**Kathleen (Katie) Hanway**  
411 Loveridge Drive  
Moab, UT 84532  
435-260-9480 cell  
435-259-8217 home

October 25, 2015

**Grand County Council**  
125 East Center Street  
Moab, UT 84532

**Re: Housing Authority of Southeastern Utah – Board Vacancy**

**Dear Council Members:**

**I am writing to express my interest in continuing serving as a Board Member with the Housing Authority of Southeastern Utah, (HASU).**

**I have an understanding of low-income populations and needs through my experience working at the Utah Department of Workforce Services. In addition, my knowledge of personnel policies and procedures and employment law has been utilized by the Board several times in past years.**

**I am very interested in continuing to be associated with HASU's role in meeting Moab's housing needs. I think we have developed an effective team, and I enjoy being part of it.**

**Thank you for your consideration,**

  
**Kathleen (Katie) Hanway**

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item: J-4

<b>TITLE:</b>	Approving Volunteer Appointment(s) to District and County Boards and Commissions: 4. Moab Area Travel Council Advisory Board
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Council Member Jackson, Council Liaison to the Board

**Prepared By:**

Bryony Chamberlain  
 Council Office  
 Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the re-appointment of Howard Trenholme to serve on the Moab Area Travel Council Advisory Board, term expiring 12/31/2019, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The Moab Area Travel Council Advisory Board met in an open meeting and reviewed five applications submitted for one vacancy as of 12/31/2015.

The Board voted to forward the recommendation of applicant Howard Trenholme, term expiring 12/31/2019 to the County Council for re-appointment.

**Other applications received:**

Carey Dabney  
 Cynthia Gibson  
 Alison Reese  
 Brad Weis

Resolution No. 3007 establishes a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

**ATTACHMENT(S):**

1. Board recommendation
2. Applications received



Moab Area Travel Council  
84 N 100 E  
PO Box 550  
Moab, Utah 84532  
435-259-1370  
435-259-1376 Fax  
[www.discovermoab.com](http://www.discovermoab.com)  
[director@discovermoab.com](mailto:director@discovermoab.com)

November 12, 2015

Grand County Council  
125 E. Center Street  
Moab, UT 84532

Re: Travel Council Board Recommendation Letter

Dear Grand County Council Members:

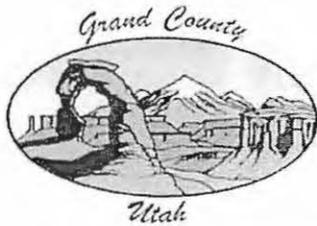
The Travel Council Board received five application(s) for one open vacancy. Each applicant had an opportunity to interview with two Board Members on November 5<sup>th</sup>.

November 10, 2015 the Travel Council Board met in an open meeting and voted unanimously to recommend Howard Trenholme, term ending December 31, 2019 to the open position.

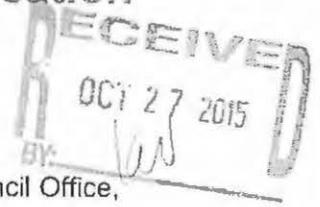
Thank you,

Elaine Gizler

Executive Director Travel Council



# Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: MOAB AREA TRAVEL COUNCIL

Name: HOWARD J. TRENHOLME

Mailing Address: 455 ANTHONY COURT

City: MOAB State: UT ZIP Code: 84532

Day Phone: 435 259 3385 Email Address: steejw@yorker.com

In what year did you establish your current residency in Grand County? 1997  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: BUSINESS COUNSEL (RED ROCK AREA)

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

HAVE SERVED ON CURRENT BOARD FOR 4 YRS

EXTENSIVE EXPERIENCE IN HOSPITALITY

MGT. CAREER WITH RITZ-CARLTON

HOTELS PRIOR TO MOVING TO MOAB

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

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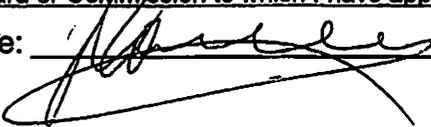
Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

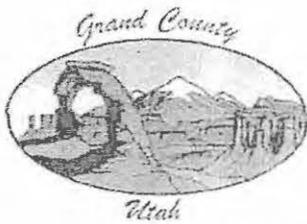
- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature:  Date: 10/29/15



# Board and Commission Application and Certification Form

RECEIVED  
SEP 04 2015  
BY: VW

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Travel Council Advisory Board

Name: Carey Dabney

Mailing Address: 523 Rosetree Lane

City: Moab State: UT ZIP Code: 84532

Day Phone: 512-636-9195 Email Address: dabney@texas.net

In what year did you establish your current residency in Grand County? 2015  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: archaeologist, tour guide, park ranger, travel agent, guide book author/publisher, consultant

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

1999-2014: Austin, TX. Served on numerous boards and committees at the local, state, and national level to develop, promote, fund, and advocate for healthier school environments. As member of the Texas PTA Board of Directors, I developed a statewide Healthy Lifestyles Initiative that included grant proposals, workshop materials and training, legislative advocacy, convention exhibitors, and local, state and national collaboration with volunteer organizations, business/community leaders and elected officials. Received local, state and national recognition/awards. Volunteer and professional work with the American Cancer Society, Michael and Susan Dell Center for Healthy Living, USDA Child Nutrition Program, Austin Independent School District, etc.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

1991-1999 Moab, UT. Travel Council. Community representative focused on promoting and enhancing role of Travel Council in the community. Secured \$10,000 annual grant from TRT funds to support educational

opportunities for local high school students interested in the travel business. Officer with League of Women

Voters. Organized, promoted, developed questions for, and moderated Candidates' Forum. Parent

Classroom volunteer assisted with outdoor education programs to grades K-6. Received Citizen of the Year

Award in 1995 for work on passage of High School Bond. 1998 Elected to Grand County Board of Education and served until move to Texas.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

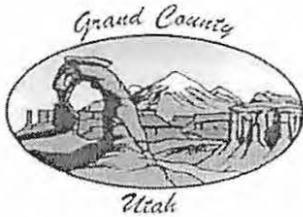
- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

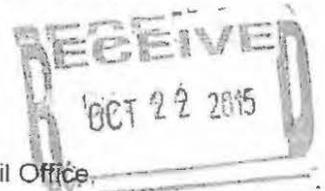
- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Carey Dabney Date: 9/4/2015



# Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Travel Council Advisory Board

Name: Cynthia Gibson

USU Moab, 125 W 200 South,

Mailing Address: City: Moab State: Utah ZIP Code: 84532

Day Phone: 385.205.9019 Email Address: cynthia.gibson@usu.edu

In what year did you establish your current residency in Grand County? 2014

(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: College Professor & Economic Development Liaison. List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):  
\_\_\_\_\_

Whether in a volunteer or professional capacity, I have worked with City and County governments several different times. In Selma, Texas I worked closely with the City Council on numerous important issues including the building of a new horserace track and was awarded "Citizen of the Year" by the local Rotary Club. In Brigham City, I served on the Box Elder County Economic Development Alliance as the designated Economic Development Liaison from Utah State University to regional economic development agencies. I worked closely with the mayor of Perry in the shooting sports industry and was the Chair of the Planning Committee for the annual Economic Development Summit. In Moab I serve on the local Economic Development Council and have been very active in planning the 4th Annual Business Summit. I am also preparing and delivering one of the breakout sessions for that Summit. ~~To serve the community, I have recently passed the certifying exam to become a Certified Global Business Professional to be the community's export resource.~~ \_\_\_\_\_

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Oops, I think I did that above! Although I did forget to mention that as a college professor, I have been teaching management and marketing classes since the mid-1980's as well as working in high level administrative positions in business and higher education. I'm also spearheading our Hospitality and Tourism Management program here in Moab, trying to bring more students to Moab to take the major here as well as serve internships & I've been working on local internships

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

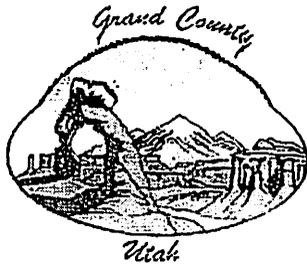
- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
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- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

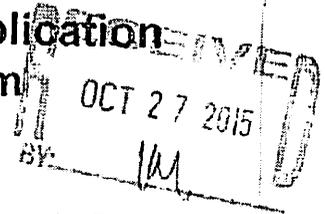
- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
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I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Cynthia Lib Date: 10-22-2015



## Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office,  
125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Travel Council Advisory

Name: Alison Reese

Mailing Address: 1235 Van Buren Ct.

City: Moab State: UT. ZIP Code: 84532

Day Phone: 951-756-8977 Email Address: ali.romero@yahoo

In what year did you establish your current residency in Grand County? 2009  
(residency is required for all Boards; some District boards require residency within the District,  
which may not include Moab City limits; two years' residency prior to assuming board  
membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical  
Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Heat Intake Worker

List your work experience that is relevant to your application for a position on the  
Board or Commission for which you are applying (if needed, attach a separate page):

I am a seasonal employee for South Eastern  
Utah Association of Local Government/Workforce  
Services. I'm currently starting my fourth season.  
I am in touch with our community and it's needs.  
In the past I have had a lot of experience  
with guiding services and other tourist  
services.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I am earning my BA in Recreation Resource Management (Junior year), with a focus on tourism. I have many connections through Utah State University and I am working towards a law enforcement position within the National Park Service. I have fresh ideas, an open mind, and a passion to protect and serve Moab, Utah.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

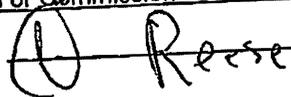
- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
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- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts* in Grand County:

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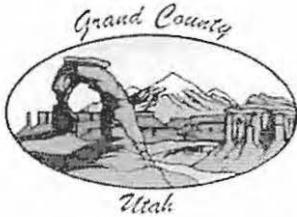
I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature:

 Reese

Date:

10/27/2015



# Board and Commission Application and Certification Form

RECEIVED  
OCT 27 2015  
BY: *W*

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyyutah.net](mailto:council@grandcountyyutah.net)

Board or Commission Position Applied For: Travel Council Advisory Board

Name: Brad Weis

Mailing Address: PO Box 415

City: Moab State: Utah ZIP Code: 84532

Day Phone: 435-259-3027 Email Address: moabinternet@gmail.com

In what year did you establish your current residency in Grand County? 1993  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Marketing Consultant

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

20+ years sales and marketing background and hands-on experience, 19 years of web design and marketing experience, 19 years as avid outdoorsman in the Moab and Southern Utah area.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Photographer and videographer  
Creative writing and ad copy writing  
Involved in many community events and projects  
Hiker, bicyclist

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
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- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
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- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Spad Wei Date: Oct 27, 2015

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**

JANUARY 5, 2016

Agenda Item: J-5

<b>TITLE:</b>	Approving Appointment(s) to District and County Boards and Commissions: 5. Moab Mosquito Abatement District Board of Trustees
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Council Member Ballantyne, Council Liaison to the Board

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the re-appointments of Michael Binyon and Tim Graham to serve on the Moab Mosquito Abatement District Board, with terms expiring 12/31/2019.

**BACKGROUND:**

The Moab Mosquito Abatement District Board met in an open meeting and reviewed two applications submitted for two vacancies as of 12/31/2015. The Board voted to forward the recommendation of applicants Michael Binyon and Tim Graham to the County Council for re-appointment, with terms expiring 12/31/2019.

No other applications were received.

Resolution No. 3007 established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

**ATTACHMENT(S):**

1. Board recommendation
2. Applications received

# Moab Mosquito Abatement District

1000 E. Sand Flats Road  
P. O. Box 142  
Moab, UT 84532

Robert A. Phillips, Director/Entomologist

Phone 435-259-7161  
Fax 435-259-1383

November 5, 2015

Grand County Council  
125 E. Center Street  
Moab, UT 84532



Re: Moab Mosquito Abatement District Board recommendation letter

Dear Grand County Council Members:

The Moab Mosquito Abatement District received one application for two open vacancies. The Moab Mosquito Abatement District met on November 5, 2015, and interviewed candidate Mike Binyon.

November 5, 2015, the Moab Mosquito Abatement District Board met in an open meeting and voted unanimously to recommend to the Council Mike Binyon for term ending December 31, 2019.

Thank you,

Tim Graham  
Chairman, Moab Mosquito Abatement District

## Moab Mosquito Abatement District

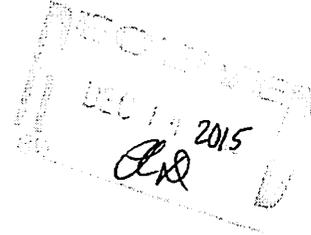
1000 E. Sand Flats Road  
P. O. Box 142  
Moab, UT 84532

Robert A. Phillips, Director/ Entomologist

Phone 435-259-7161  
Fax 435-259-1383

December 10, 2015

Grand County Council  
125 E. Center Street  
Moab, UT 84532



Re: Moab Mosquito Abatement District Board recommendation letter

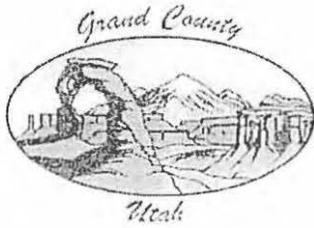
Dear Grand County Council Members:

The Moab Mosquito Abatement District received one more application for the other Board vacancy. The Moab Mosquito Abatement District met on December 10, 2015, and interviewed candidate Tim Graham.

December 10, 2015, the Moab Mosquito Abatement District Board met in an open meeting and voted unanimously to recommend to the Council Tim Graham for term ending December 31, 2019.

Thank you,

Tim Graham  
Chairman, Moab Mosquito Abatement District



# Board and Commission Application and Certification Form

RECEIVED  
OCT 22 2015  
BY: *W*

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: MMAD

Name: Michael L Binyon

Mailing Address: 3057 E Coyote Ct

City: Moab State: Ut ZIP Code: 84532

Day Phone: 435-259-1633 Email Address: binyon@binyon.us

In what year did you establish your current residency in Grand County? 1999

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Retired

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page)

No relevant work experience  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

list your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Was appointed to MAD in January  
2006 \_\_\_\_\_

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Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

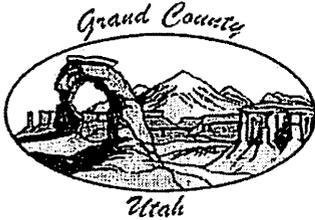
- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
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I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Michael L Binyon  Date: -  
10/22/2015 \_\_\_\_\_



# Board and Commission Application and Certification Form

NOV 18 2015  
[Signature]

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Moab Mosquito Abatement District

Name: Tim Graham

Mailing Address: 1701 Murphy Lane

City: Moab State: Utah ZIP Code: 84532

Day Phone: 435-259-8664 Email Address: thatgraham@frontiernet.net

In what year did you establish your current residency in Grand County? 1996

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: retired arthropod ecologist

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

I am an arthropod ecologist and have been studying insects and other invertebrates for over 40 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I have served on the MMAD board for over 15 years.

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Signature: 

Date: 6 November 2015

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**

JANUARY 5, 2016

Agenda Item:J-6

<b>TITLE:</b>	Approving Appointment(s) to District and County Boards and Commissions: 6. Planning Commission
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Council Member McGann, Council Liaison to the Board

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the appointment of Robert O'Brien and \_\_\_\_\_ to serve on the Planning Commission, with the terms expiring 12/31/2019.

**BACKGROUND:**

The Planning Commission met in an open meeting and reviewed eight applications submitted for two vacancies as of 12/31/2015.

The Board voted unanimously to send the following recommendations:

Robert O'Brien shall serve a term beginning January 1, 2016 and ending December 31, 2019.

One of the following individuals shall serve a term beginning January 1, 2016 and ending December 31, 2019:

David Cozzens  
Christine Green  
Abigail Scott

**Other applications received:**

Patricia Hawkins (could not be available in person or via teleconference)  
Kalen Jones (application withdrawn)  
Preston Paxman (could not be available in person or via teleconference)  
Jeremy Spalding (application withdrawn)

Resolution No. 3007 established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

**ATTACHMENT(S):**

1. Board recommendation
2. Application(s) received

December 29, 2015

Grand County Council  
125 E. Center Street  
Moab, UT 84532

Re: Planning Commission Recommendation Letter

Dear Grand County Council Members:

The planning commission received eight application(s) for two open vacancies. The planning commission met on December 9, 2015 and interviewed four candidates: Robert O'Brien, Abigail Scott, Christine Green, and David Cozzens. Two individuals were not available in-person or via teleconference, and two individuals withdrew their applications prior to our review.

On December 9, 2015, the planning commission voted unanimously to send the following recommendations:

**Robert O'Brien shall serve a term beginning January 1, 2016 and ending December 31, 2019.**

**One of the following individuals shall serve a term beginning January 1, 2016 and ending December 31, 2019:**

**Abigail Scott, Christine Green, or David Cozzens.**

Thank you,



Zacharia Levine  
Community Development Director



# Board and Commission Application and Certification Form

RECEIVED  
OCT 28 2015  
BY: [Signature]

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Planning Commission

Name: Robert O'Brien

Mailing Address: HC 64 Box 2604

City: Castle Valley State: UT ZIP Code: 84532

Day Phone: 435 2596205 Email Address: robrien1944@gmail.com

In what year did you establish your current residency in Grand County? Summer 2013  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: University Professor

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

This is non work experience

Castle Valley Town Council; President Board of Directors for Moab Solutions; Canyonlands Watershed Council (Moab) Board Member; Moab Area Watershed Council Participant; In Eugene Oregon Citizens for Public Accountability; President (about five years); Planning team (city) for Ferry street Gilham neighborhood; A collaborative group (two) that met for three years to find more unified visions for Eugene's Development.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

work experience

I have much administrative & committee work at universities. Department head at The University Oregon (about 15 years) Associate Dean with responsibility for the social sciences (3 years). Academic expertise in Criminology, Organizations and statistics.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

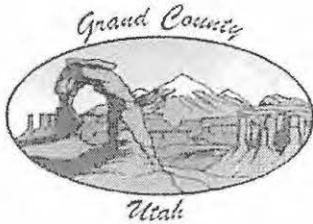
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Signature: [Signature] Date: Oct 28 2015



# Board and Commission Application and Certification Form

RECEIVED <sup>late</sup>  
NOV 12 2015  
BY: KW

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: PLANNING + ZONING

Name: DAVID R. WILSON

Mailing Address: 901 E. OAK ST

City: MOAB State: UT ZIP Code: 84532

Day Phone: 435-259-7739 Email Address: Wilson84532@gmail.com

In what year did you establish your current residency in Grand County? 1957  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: GENERAL ENGINEER

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

12 YRS ON PLANNING + ZONING  
SURVEYING, ENGINEERING WORK AS A MINOR  
OBSERVANT ENOUGH TO SELECT OUT BS  
CONTRACTOR / BUSINESS OWNER INSTALLING QUALITY  
INFRASTRUCTURE IN GRAND COUNTY 45+ YEARS  
SUSTAINABLE BUSINESS - 3 TIMES DEATH OF ANY  
COMPETITOR

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

ACTIVE IN COMMUNITY, HUNDREDS OF DONATED  
HOURS COMMUNITY SERVICE

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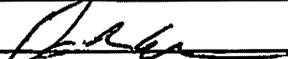
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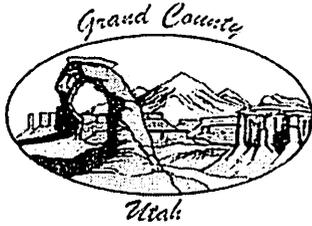
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Signature:  Date: 11/1/2015



# Board and Commission Application and Certification Form

Late  
RECEIVED  
OCT 29 2015  
BY: W

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Planning Commission

Name: Christine Cricket Green

Address: 509 E Center

City: Moab State: Ut ZIP Code: 84532

Day Phone: 435 220 0747 Email Address: greenlandandwater@gmail.com

In what year did you establish your current residency in Grand County? 1960

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Licensed Title Agent

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page).

21 years working @ a Title Company doing land searches and document examinations

\_\_\_\_\_  
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List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

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Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

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Signature:  Date: Oct 28 2015



## Board and Commission Application and Certification Form



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Board or Commission Position Applied For: Planning Commission

Name: Abigail Scott

Mailing Address: 477 Juan Ct.

City: Moab State: UT ZIP Code: 84532

Day Phone: 801-718-6080 Email Address: abbyjeanscott@gmail.com

In what year did you establish your current residency in Grand County? 2009\*  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two years' residency prior to assuming board membership is required for Planning Commission)

\*Seasonal resident 2005-2009, year-round residency established in 2009  
If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Restaurant Manager

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

I worked as Program Director of Canyonlands Community Recycling from March of 2013 to March of 2015. During this time, I worked very closely with another part of the Grand County infrastructure; the Grand County Special Service District #1 (Solid Waste District) and collaborated with them on several events and public education campaigns. I have also worked with other non-profits and community organizations in Moab including the Youth Garden Project, BEACON After-School Program, the Moab Teen Center, Four Corners Community Behavioral Health and all of the schools in Grand County School District. I worked as a Prevention Specialist at Four Corners from November 2013 to December 2014 and served as Secretary of the Moab Community Action Coalition during this time.

Though none of these jobs directly involved working on planning issues, I believe that I have gained very valuable knowledge about the Grand County community including the diverse needs and talents of the population and the many different visions held for the future of this area.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I received a BA degree in Urban and Environmental Policy from Occidental College in 2008. This degree included coursework on the planning and implementation of public policy, conducting useful social science research, community organizing and working with non-profits, governments and community organizations. All coursework was very rooted in practical applications of skills and philosophies learned. While at Occidental, I interned at the Coalition for Economic Survival, an organization working on tenant's rights and housing issues in Los Angeles County and worked on two separate projects with Los Angeles County non-profits. One project involved mapping neighborhood access to grocery stores and collaborating with other students to produce a report on food access across Los Angeles. The other project involved training leaders from various community organizations on how to map neighborhood sources of air pollution and give us the data to be organized, processed and shared with the California Environmental Protection Agency. As my senior comprehensive project, I wrote a report titled "Smart Growth in Canyon Country: Challenges and Opportunities in Moab, Utah" which can be accessed here:

<https://www.oxy.edu/sites/default/files/assets/UEP/Comps/2008/scott-comps.pdf> .

My more recent work and activities have led me away from public policy and planning, but I would welcome the opportunity to return to issues that I find so fascinating and crucial to the health and future of our community.

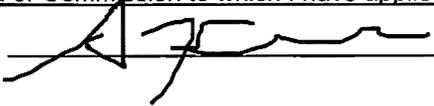
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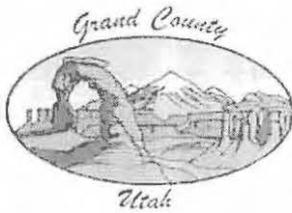
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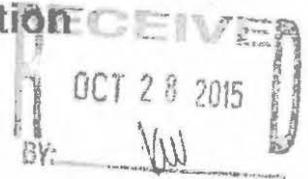
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Signature:  Date: 10/28/2015



# Board and Commission Application and Certification Form



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Board or Commission Position Applied For: PLANNING COMMISSION

Name: PATRICIA (TRISH) HAWKINS

Mailing Address: 453 E. CENTER ST.

City: MOAB State: UT ZIP Code: 84532

Day Phone: 435-259-7013 Email Address: trishhawkins453@quail.com

In what year did you establish your current residency in Grand County? 1990  
(residency is required for all Boards; some District boards require residency within the District,  
which may not include Moab City limits; two years' residency prior to assuming board  
membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical  
Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: \_\_\_\_\_

List your work experience that is relevant to your application for a position on the  
Board or Commission for which you are applying (if needed, attach a separate page):

I have worked for seven years with  
an architectural company here in Moab.  
I have worked for a landscape design  
company and have knowledge and  
understanding of how buildings and  
the land around them come together.  
I have managed large properties and  
new developments.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I have built my own home  
I have watched the county and city grow and change and I'm very interested in the process of development and making sure that all requirements are met

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

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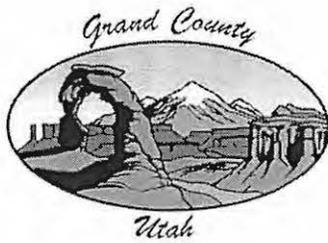
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Signature: \_\_\_\_\_

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

10/28/10



# Board and Commission Application and Certification Form

RECEIVED  
OCT 22 2015  
PK: [Signature]

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Planning Commission

Name: Preston Paxman

Mailing Address: 1861 N. Hwy 191

City: Moab State: Utah ZIP Code: 84532

Day Phone: 435-260-2129 Email Address: preston@canyonlandsbynight.com

In what year did you establish your current residency in Grand County? 1993

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Contractor and Tourism Business owner

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

See attached.  
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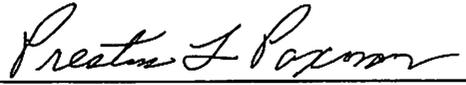
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- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature:  Date: 10/22/2015

## Work Experience

I graduated from Utah State University with an engineering degree. After college, I became a contractor and have worked in the building industry since 1966. I have a professional license as an Electrician, Plumber, and Cabinet Maker. I'm a small business owner in Grand County and have a great grasp of the needs of Grand County and how to share this special area with the world.

## Non-work Experience

I have served on several boards in the Grand County area for several years. I have served on the Canyonlands Natural History Associations board, the Grand County Travel Council and I currently serve on the Grand County Water Conservancy District Board. I have been coming to Moab since 1978 and have seen the tremendous growth of the area with the progression of tourism and I have a great understanding of this beautiful land.

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**

JANUARY 5, 2016

Agenda Item: J-7

<b>TITLE:</b>	Approving Appointment(s) to District and County Boards and Commissions: 7. Solid Waste Management Special Service District
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Council Member McGann, Council Liaison to the Board

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the re-appointment of Pam Hackley to serve on the Solid Waste Special Service District Board, with term expiring 12/31/2019.

**BACKGROUND:**

The Solid Waste Special Service District Board met in an open meeting and reviewed the application submitted for one vacancy as of 12/31/2015. The Board voted to forward the recommendation of applicant Pam Hackley to the County Council for re-appointment, with term expiring 12/31/2019.

No other applications were received.

Resolution No. 3007 established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

**ATTACHMENT(S):**

1. Board recommendation
2. Application received

Solid Waste Special Service District #1  
1000 E. Sand Flats Road  
PO Box 980  
Moab Utah 84532  
Phone (435)259-3867  
Fax (435)259-1794

*Gregg Stucki, Chair*  
*Kenin Fitzgerald, Vice-Chair*  
*Pam Hackley, Treasurer*  
*Robert Greenberg, Member*  
*Mary McGann, Member*

December 17, 2015

Grand County Council  
125 East Center  
Moab Utah 84532

Dear: Board Members

At its monthly board meeting last Thursday, December 10th, the Administrative Control Board reviewed a letter of application from Pam Hackley. She has applied to be reappointed to the vacant board position. The Administrative Control Board is recommending Pam Hackley to be appointed to the vacant "at-large" board position which would expire December 31<sup>st</sup>, 2019.

As of December 17<sup>th</sup>, 2015, the City of Moab has not provided the Solid Waste Administrative Control Board with the name of the individual who will be the new City of Moab Representative on the board.

Sincerely,

Deborah Barton  
District Manager



# Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [council@grandcountyutah.net](mailto:council@grandcountyutah.net)

Board or Commission Position Applied For: Solid Waste Special Service District #1

Name: Pam Hackley

Mailing Address: HC 64 Box 3208

City: Castle Valley State: Utah ZIP Code: 84532

Day Phone: 435.259.1182 Email Address: phackley@frontiernet.net

In what year did you establish your current residency in Grand County? 2002

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) \_\_\_\_\_

Occupation or professional training: Retired Soil Scientist & Wetland Specialist

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

From 1984 to 2001, I was Vice President/Owner of a full service natural resources consulting firm in Helena, Montana.

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List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I currently serve on the Solid Waste Special Service District Board. I was appointed in 2006 and serve as Treasurer of the Administrative Control Board.

I have also served on the Planning Commissions for the Town of Castle Valley and Grand County.

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Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: Pamala R. Hackley      Date: 9/17/2015

**CONSENT AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Consent Agenda Item: K

<b>TITLE:</b>	Approving Retail Beer License for Moab Half Marathon, Inc. for The Other Half – Finish Line Festival Event, Scheduled for October 23, 2016
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Ruth Dillon, Council Administrator

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator

**RECOMMENDATION:**

I move to approve the retail beer license for The Other Half - Finish Line Festival to be held at Sorrel River Ranch and authorize the Chair to sign all associated documents.

**ATTACHMENT(S):**

1. Retail Beer License

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**SINGLE EVENT PERMIT**  
**Local Consent**

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

**AUTHORITY:** Utah Code 32B-9-201

Grand County, Utah \_\_\_\_\_, [ ] City [ ] Town [x] County  
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: Moab Half Marathon, Inc.

Event Name: The Other Half - Finish Line Festival

Event location address: Mile 17 Hwy 128 (Sorrel River Ranch) Moab UT 84532  
street city state zip

On the 23rd day(s) of October, 2016  
dates month year

during the hours of 10 am to 1 pm, pursuant to the provision of Utah Code 32B-9.  
defined hours from - to

**Event permits are issued to bona fide entities conducting a convention, civic or community enterprise.**

Please check the following box if the local business license authority would like to recommend to the DABC director that the applicant entity/organization be considered to be considered a community or civic enterprise.

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

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

\_\_\_\_\_  
Date

**AS OF SEPTEMBER 1, 2015 THIS FORM MUST BE SUBMITTED TO THE DABC BY THE APPLICANT**

GRAND COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH

Application for Retail Beer License

TO THE HONORABLE BOARD OF COUNTY COUNCIL, GRAND COUNTY, UTAH

Name Ranna Bieschke

Address 189 E 200 N, Moab, UT

Nature of Business road races-running / event planning & execution

Address of Business 36 S 100 E / POB 743 Moab, UT

Hereby applies for a license to vend light beer at retail for and on behalf of Moab Half Marathon, Inc.

whose { partners  
officers and  
directors } are as follows: \_\_\_\_\_

and who have complied with the statutory requirements and possess the qualifications specified in the Liquor Control Act of Utah and request license to be issued for the following particular premises at Sorrel River Ranch in Moab, Utah, for a term of 1 day months, commencing the 23rd day of October, 2016, and ending the 23rd day of October, 2016

It is expressly understood that the County Council may with or without hearing refuse to grant the license herein applied for, or if allowed will be granted and accepted by Licensee on condition that it may be revoked at the will and pleasure of the County Council of said County, and no cause therefore need be stated when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee's conduct of licensed premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

APPROVED BY GRAND COUNTY COUNCIL

Date \_\_\_\_\_ Council Chair  
Sanitarian \_\_\_\_\_

Date 12/22/15 Grand County Sheriff Shen Woods

Date 12/28/15 Council Chair \_\_\_\_\_  
Sanitarian \_\_\_\_\_

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**JANUARY 5, 2016**

Agenda Item:L

<b>TITLE:</b>	Public Hearing to Hear Public Input on Proposed Conditional Use Permit (CUP) Application for Edge of the Desert RV/Campground Located at 1251 Mill Creek Drive
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

**Prepared By:**

Zacharia Levine  
 Community Development  
 Director  
 (435)259-1371  
 zlevine@grandcountyutah.net

**For Office Use Only:**

**Attorney Review:**  
 N/A

**RECOMMENDATION:**

I move to approve the conditional use application for Edge of the Desert RV/Campground located at 1251 Mill creek Drive subject to the following conditions:

1. **Mobile Home Amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval
2. **Right of Way** – No parking will be permitted within the County Road Right of Way
3. **Compatibility** – Due to the proximity to residential properties, three policies shall be instituted:
  - a. No outside burning
  - b. Noise curfew of 10:00 p.m. to 7:00 a.m., and
  - c. Screening will be required along with the eastern border.

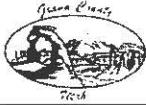
And authorize Chair to sign all associated documents.

**BACKGROUND:**

See attached Staff Report

**ATTACHMENT(S):**

1. Staff Report
2. Site Plan
3. Fire Department Approval Letter
4. Draft Resolution



## STAFF REPORT

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**MEETING DATE:** January 5, 2016  
**TO:** Grand County Council  
**FROM:** Community Development Department  
**SUBJECT:** Edge of the Desert RV Campground, Conditional Use Application

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### PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH CONDITIONS

#### PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public hearing on December 9, 2015 and voted to forward a recommendation to the County Council for approval subject to the following conditions:

1. **Mobile home amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval
2. **Right of Way** – No parking will be permitted within the County Road Right of Way
3. **Compatibility** - Due to the proximity to residential properties, three policies shall be instituted:
  - a) No outside burning,
  - b) Noise curfew of 10:00 p.m. to 7:00 a.m.,
  - c) Screening will be required along the eastern border

#### BACKGROUND

##### **General**

This application is submitted by property owner and project developer, Richard and Sharon Reiph (Applicants). The subject site is zoned Highway Commercial (HC) and consists of approximately 2.44 acres at 1251 Mill Creek Drive. Adjacent properties are zoned HC and Large Lot Residential and include commercial and single-family residential use.

Grand County purchased a right-of-way on Mill Creek Drive from the previous property owner when the Mill Creek bridge was rebuilt, which reduced the applicant's property along Mill Creek Dr. The front mobile home sites are now too small to utilize as mobile home sites. Applicants are able to use the sites for smaller RV sites and are planning to install park model recreational vehicles.

Applicants are not planning to add additional sites. The only proposed changes are to make the front sites RV sites, and bring the RV Park into compliance with current regulations. Because mobile homes are not currently allowed in RV Parks, existing units will be amortized out of use within 5 years of CUP approval.

**Site plan demonstrates the following:**

- Office space / laundry room and dumpster sites,
- 12 full service RV sites - 1800 square feet,
- 6 full service RV sites – 2400 square feet,
- 6 full service RV sites – 3080 square feet.

**Recreational Vehicle/Travel Trailer Parks****Recreational vehicle/travel trailer parks shall comply with the following standards:**

Recreational vehicle/ camp parks are a conditional use in the HC zone district. The application complies with the use-specific standards developed for campgrounds found in land use code Sec. 3.2.2.L.

*1. Each space may be occupied only by persons using travel trailer, truck campers, small cabins (traditional KOA-style) and tents for overnight, short duration or seasonal camping.*

Site is compliant

*2. Each RV / travel trailer space shall be at least 1200 square feet in area.*

There are 24 proposed spaces range from approximately 1800 square feet to 3080 square feet.

*3. Each cabin or tent space shall be at least 800 square feet in area.*

No tent sites are proposed.

*4. Each space shall be at least 30 feet in width.*

Each space is at least 30 feet in width.

*5. Each park shall be served by public water and sewer facilities.*

A will serve letter is not warranted as the site is already serviced by GWSSA.

*6. No space shall be located more than 200 feet from water and sewage service building.*

RV spaces are full hook-up, i.e. include water, sewer, and power.

*7. The County may require landscaping and screening pursuant to the provisions of Sec. 6.4, Landscaping and Screening.*

The applicant illustrates the following:

- Screening fence along the eastern side of the property adjacent to the neighboring residential sites, pursuant to Sec. 6.10 of the LUC.
- The landscaping Sec. 6.4 of the LUC is required when there is a 25% addition to the site; the site will not have any additions, only a reduction in size of lots.

*8. One tree of a species suitable for the area shall be provided for each two spaces, and shall be located in close proximity to those spaces.* Existing and proposed trees on the site plan satisfy this requirement.

**Highway Commercial District Standards – Sec. 2.10 of the LUC**

1. *Utilize non-reflective siding materials on all wall facades:*  
The existing building is compatible with this requirement.
2. *Utilize earth tone colors on all structures to minimize contrast with the surrounding landscape:*  
The application does not indicate which color schemes will be used.

## Site Plan & General Development Standards

### A. Parking, Loading, and Refuse Areas

Each RV space has parking per the land use code:

1 space per RV site = 24

Space is available at the office for additional parking.

### B. Driveways and Access

Facility ingress and egress is off Mill Creek Dr. The County Road Supervisor has approved the existing access. Access to the individual front sites will no longer be accessed off Mill Creek Drive, as an internal drive is proposed.

Interior drives will be 20 feet wide. The fire department reviewed the plans and provided approval. Parking must be prohibited within the County road ROW.

### C. Fences and Walls

See "H. Landscaped Screening and Compatibility Standards" below.

### D. Signs

HC commercial zone districts are permitted one free standing onsite sign. The existing sign meets current standard.

### F. Lighting

Applicants will provide lighting cut sheets for the park model buildings at building permit. No other lighting is expected.

### G. Drainage

The drainage waiver plan has been reviewed and approved by Horrocks Engineers. No new impervious surface is expected.

### H. Compatibility Standards and Landscaped Screening

The eastern property line is bound by the LLR zone district. Single family residences are located adjacent to the project. The site plan demonstrates compatibility and screening to meet the operational performance standards, compatibility standards, screening standards, and general conditional use permit. Due to the proximity to residential properties, two policies shall be instituted:

- o No outside burning, and
- o Noise curfew of 10:00 p.m. to 7:00 a.m.

### I. Operational Performance Standards

Compliance with operational performance standards is an ongoing obligation. Impacts on the adjacent residences should be given consideration during the site planning process. Staff feels that adequate screening is provided. Use activities permitted by this conditional use permit on the eastern border of the site will not greatly exceed those currently permitted.

### I. Utilities

The site is currently served by all utilities, no expansion is necessary.

**Conditional Use Permit Standards**

Because of its unique characteristics or potential impacts, a conditional use may not be compatible in some areas or may be compatible only if certain conditions are required that reasonably mitigate said impacts.

**1. Effect on Environment and 3. External Impacts**

Identification of site locations and setbacks from the property lines, combined with screening techniques, will reduce the potential for negative impacts. No open fires and a noise curfew will also benefit the surrounding properties. The site is currently used as a mix of RV/campground and mobile home sites. New activity will not significantly exceed current activity.

**2. Compatible with Surrounding Area**

No changes to the existing layout are proposed – only use changes are proposed on 12 of the 24 sites. Although not required, a front landscaping strip could provide beneficial screening. Also due to the proximity to residential properties, two policies shall be instituted:

- No outside burning, and
- Noise curfew of 10:00 p.m. to 7:00 a.m.

**4. Infrastructure Impacts Minimized**

All utilities are available and approved by the appropriate agencies. A drainage waiver has been reviewed and approved by Horrocks Engineers.

**5. Consistent with the LUC and General Plan**

The campground meets the use-specific standards outlined in the land use code. The location is within the commercial node as identified in the General Plan.

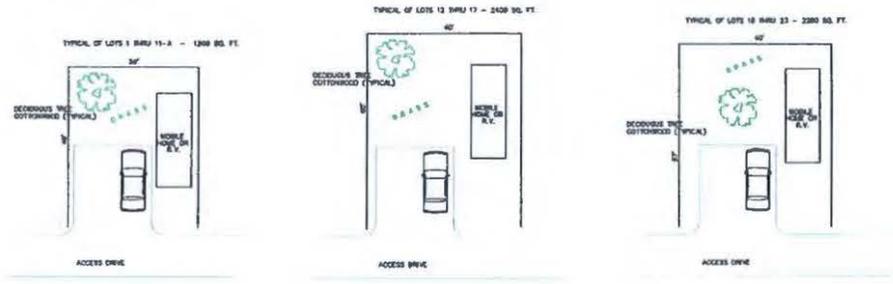
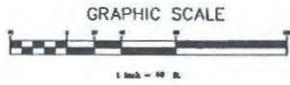
**6. Parcel Size**

No additional acreage is required.

**Conclusion**

- Conditional Use is adequately addressed,
- Existing mobile homes, which are not permitted within RV/Campgrounds, will be removed within 5 years of the date of approval for this conditional use permit, as neither the applicant nor staff want to displace long-term residents of the existing site,
- Site requirements for a RV park have been met,
- The sign is existing and meets the requirements of the sign ordinance,
- The sites have enough space to accommodate additional parking,
- Interior road ways are road base (hard packed gravel),
- ADA requirements for campsites and cabins will be ensured through the building code,
- Fire Department has provided an approval letter. (attached)

UPDATED SITE PLAN  
12/8/15  
ML



PROPOSED DECIDUOUS TREE TO FALL IN WHERE TREES NEEDED OUTWOOD (TYPICAL)

EXISTING TREE, TYPICALLY OUTWOOD OR SLR

EDGE OF THE DESERT  
MILL CREEK DRIVE AT HOLYOAK LANE

RICH & SHARON RELPH, OWNERS  
435-260-1074

DRAWN BY: RICH RELPH DEC. 2, 2015

# Moab Valley Fire Protection District

45 South 100 East, Moab, Utah 84532

Phone: 435-259-5557 Fax: 435-259-5710

mfd1@frontiernet.net

www.moabfiredepartment.com

**Commissioners:**

**Chairman:** William H. Nelson  
**Commissioner:** Ernie Lisonbee  
**Commissioner:** Tom Shellenberger

**Chief:** Phillip D. Mosher

**Assistant Chief:** Monte Curtis

December 3, 2015

To Whom It May Concern,

I have reviewed the Edge of the Desert project with the updated modified turnaround on the inside of the project with the dead end roadway. This is acceptable due to access through the other spaces from Mill Creek Drive for the area we have to protect. The proposed project location is within the Moab Valley Fire Protection District. I approve of the plan for this development.

Phillip D. Mosher  
Chief

# DRAFT

## RESOLUTION \_\_\_\_\_ 2016

### A RESOLUTION OF THE GRAND COUNTY COUNCIL APPROVING AN AMENDMENT TO THE CONDITIONAL USE PERMIT FOR EDGE OF THE DESERT RECREATIONAL VEHICLE CAMPGROUND

**WHEREAS**, Edge of the Desert, LLC, Richard and Sharon Relph (Applicants), are property owners of parcel No. 02-008-0062, Grand County, Utah, and contains 2.44 acres;

**WHEREAS**, the subject property is zoned Highway Commercial (HC) as more specifically described in the Grand County Land Use Code;

**WHEREAS**, the Edge of the Desert Mobile Home / Campground has been licensed since 1955 in, and;

**WHEREAS**, the Applicants have applied for an amendment of the Edge of the Desert Recreational Vehicle Campground located at 1251 Millcreek Drive, Moab Utah;

**WHEREAS**, the proposed amendment seeks to modify the plan to amortize the mobile homes within five (5) years and become a Recreational Campground. The 24 recreational vehicles sites shall contain full hookups (water, sewer, and electricity) and an office / laundry facility; and

**WHEREAS**, the Grand County Planning Commission reviewed the subject application in a public hearing on December 9, 2015 and forwarded a favorable recommendation subject to the following conditions;

- **Mobile Home amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval
- **Setbacks** - Move Lot 1 out of the required 10 foot side setback.
- **Right of Way** – No parking will be permitted within the County Road Right of Way
- **Compatibility** - Due to the proximity to residential properties, two policies shall be instituted:
  - No outside burning, and
  - Noise curfew of 10:00 p.m. to 7:00 a.m.
  - Screening will be required along the eastern border

**WHEREAS**, due notice was given that the County Council would meet to hear and consider this application on January 5, 2016 at a public hearing; and

**WHEREAS**, the County Council has considered all evidence and testimony presented with respect to the subject application.

**NOW THEREFORE BE IT RESOLVED**, that the Grand County Council hereby approves the Conditional Use Permit for Richard and Sharon Relph, for the modification to Edge of the Desert RV, subject to the following conditions and as illustrated on the Site Plan, attached as Exhibit "A" and dated December 3, 2015;

- **Mobile Home amortization** – Existing mobile homes will be removed from the site within 5 years of the date of CUP approval

- **Right of Way** – No parking will be permitted within the County Road Right of Way
- **Compatibility** - Due to the proximity to residential properties, two policies shall be instituted:
  - No outside burning,
  - Noise curfew of 10:00 p.m. to 7:00 a.m., and
  - Screening will be required along the eastern border.

**APPROVED** by the Grand County Council in open session this \_\_\_\_ day of January, 2016, by the following vote:

*Those voting aye:* \_\_\_\_\_  
*Those voting nay:* \_\_\_\_\_  
*Absent:* \_\_\_\_\_

**ATTEST**

*Grand County Council*

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

\_\_\_\_\_  
 Elizabeth Tubbs, Chair

k