



GRAND COUNTY COUNCIL REGULAR MEETING

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

AGENDA

Tuesday, August 16, 2016

2:00 p.m.

- Public Lands Initiative (PLI) Workshop**

3:30 p.m.

- Municipal Building Authority (MBA) Meeting**

3:45 p.m.

- Recess**

4:00 p.m.

- Call to Order**
- Pledge of Allegiance**
- Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - A. July 19, 2016 (County Council Meeting), (Postponed from August 2, 2016)
 - B. July 29, 2016 (Joint City/County Council Meeting), (Postponed from August 2, 2016)
 - C. August 2, 2016 (Housing Workshop & County Council Meeting)
- Ratification of Payment of Bills**
- Elected Official Reports**
- Council Administrator Report**
- Department Reports**
- Agency Reports**
- Citizens to Be Heard**
- Presentations**
 - D. Presentation on the 2015 Grand County financial audit (Greg Marsing of Smuin, Rich & Marsing)
- Discussion Items**
 - E. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section R "Participation by the Public – Item #8 'No Assignment of Time'" (continued) and Section S "Public Hearings" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) (*allow 15 minutes*)
 - F. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- General Business- Action Items- Discussion and Consideration of:**
 - G. Adopting proposed resolution establishing a market based compensation evaluation process for wage adjustments and reclassification of positions (Graig Thomas, Human Resources Director)
 - H. Adopting proposed resolution approving the final plat for Rim Village Vistas Phase V Planned Unit Development (PUD) Subdivision (Community Development Department Representative)
 - I. Adopting proposed resolution approving an amendment to Lot 18 of All American Acres Subdivision (Community Development Department Representative)
 - J. Adopting proposed ordinance amending Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code (Community Development Department Representative)

- K. Adopting proposed ordinance amending Section 3.3.2D “Employee Housing” of the Grand County Land Use Code (Community Development Department Representative)
- L. Adopting proposed ordinance to amend Sections 5.4.1 “Residential Development Standards” and 6.10 “Compatibility Standards” of the Grand County Land Use Code (Community Development Department Representative)
- M. Appointing an elected official as a member of the Economic Development Corporation-Utah Board of Trustees (Chairwoman Tubbs)
- N. Approving proposed letter to Congressmen Bishop and Chaffetz in response to the Congressmen’s Public Lands Initiative proposed legislation (Postponed from August 2, 2016) (Council Member Baird)
- O. Approving Grand County as a Cooperating Agency; adopting proposed Memorandum of Understanding (MOU) with the Manti-La Sal National Forest outlining participation and coordination for the revision of its Land and Resource Management Plan (Forest Plan) while repealing the 2011 MOU; and assigning a county liaison to work with the Forest Service Revision Team (Chairwoman Tubbs)
- P. Adopting proposed resolution establishing Grand County’s role as lead agency in the local Intergenerational Poverty Initiative (IGP) (Chairwoman Tubbs)
- Consent Agenda- Action Items**
 - Q. Approving retail beer license for Western Spirit Cycling for Outerbike – Consumer Bike Show scheduled for September 30-October 2, 2016
- Public Hearings- Possible Action Items** (none)
- General Council Reports and Future Considerations**
- Closed Session(s):** Pending or Reasonably Imminent Litigation
- 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.



GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

August 16, 2016

Honorable Congressmen Rob Bishop and Jason Chaffetz
c/o Casey Snider and Fred Ferguson
Casey.Snider@mail.house.gov
Fred.Ferguson@mail.house.gov

Dear Congressmen Bishop and Chaffetz;

Thank you again for providing an opportunity for Grand County to participate in the Public Lands Initiative.

There are numerous areas where the introduced Bill departs from the recommendations forwarded to you. In General, Grand County stands by the recommendations as originally presented. Insofar as these were developed with the input of a variety of stakeholders, partners, and citizens, we feel the knowledge and interest of the entities and individuals on the ground should carry the greatest weight. To this end we can not support the legislation as introduced and offer the below concerns for possible amendment.

There are parts of the introduced Bill which are a major departure from our submission that we feel require special mention. These are as follows:

1. The entire NW side of the Colorado River canyon daily boating section, which is currently protected by the three rivers withdrawal, is eliminated from the Colorado River NCA. Grand Co. requests that the NCA boundary reflect the current boundary of the three rivers withdrawal as was presented in Grand Co.'s recommendations. Both sides of the Colorado River canyon deserve protection and are vital to the local economy.
2. Several cherry stemmed routes in E. Arches, The Book Cliffs, and Labyrinth wilderness are not currently open in the BLM/County's travel plan. Grand Co. requests that only routes which are currently open in the travel plan be cherry stemmed as per our original recommendations.
3. A previous SITLA parcel that was traded out of Millcreek Canyon and is now BLM land is not currently incorporated into the eastern portion of the proposed Millcreek wilderness area. Likewise, a sizeable area of the eastern portion of William Grandstaff wilderness has been removed. Grand Co. requests that the boundaries of these wilderness areas reflect our recommendations.
4. The County Council voted against including Antiquities Act exemptions. Grand Co. objects to the companion bill.

5. The County Council has officially expressed their support for the Master Leasing Plan (MLP). Grand Co. requests that areas that fall within the MLP but fall outside of any PLI designation be managed by the local field office as per the provisions of the MLP.
6. "Title XI – Long-Term Energy Development Certainty In Utah" is unacceptable to Grand Co. Grand Co. requests that this entire section be removed from the legislation. The BLM should maintain permitting control and primacy for their lands.
7. Nearly 34,000 acres of SITLA trade-ins are located outside of Grand Co.'s designated trade-in area. Of notable objection are parcels located around Mineral, Hell Roaring, and Ten Mile Canyons. As well as a trade-in adjacent to existing tar sands leases in northern Grand Co.
8. The upper half of Ten Mile Canyon has been included in the Dee Pass recreation area. While Grand Co. has approved existing motorized routes in upper Ten Mile Canyon, this is a sensitive riparian area and not suitable for further expansion. We request that the boundaries of the Dee Pass recreation area reflect our recommendations.
9. "Section 1302. Bighorn Sheep" is unacceptable to Grand Co. It is essential that domestic livestock and Bighorn sheep be separated. Domestic livestock disease is a leading cause of decline in Bighorn sheep populations.

We look forward to continuing to work with you on developing a bill that honors the work of the many stakeholders and ultimately produces a bill which Grand County can fully support.

Respectfully,

Elizabeth A. Tubbs, Chair
Grand County Council

cc: Congressman Chaffetz, c/o Wade Garrett, Wade.Garrett@mail.house.gov

cc: Nikki Buffa, nicole_buffa@ios.doi.gov

cc: Grand County Council

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

July 19, 2016

The Regular Session of the Grand County Council was called to order at 4:00 p.m. by Chair Elizabeth Tubbs on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. In attendance were Council Members Mary McGann, Ken Ballantyne, Lynn Jackson, Rory Paxman, Chris Baird along with Grand County Deputy Clerk Renee Baker and Council Administrator Ruth Dillon, and County Attorney K. Andrew Fitzgerald. The Pledge of Allegiance was led by Council Member Ken Ballantyne

Approval of Minutes (Diana Carroll, Clerk/ Auditor)

- A. June 21, 2016 (Housing Workshop & County Council Meeting), postponed from July 5, 2016**
- B. July 5, 2016 (Mid-year budget update and Certified tax rate workshop & County Council Meeting)**
- C. July 12, 2016 (County Council Special Meeting – Canvass of the Primary Election)**
- D. July 13, 2016 (County Council Special Meeting – Discussion with Sally Jewell, U.S. Secretary of the Interior)**

MOTION: Motion by Council Member Chris Baird to approve as corrected. Motion seconded by Council Member Ken Ballantyne moved 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 \$829,644.21. Accounts payable check numbers 93300-93475 totaling \$645,787.49 and payroll in the amount of \$183,856.72 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, Council attended a class and has been working on the next steps on a centralized economic development and growth program.

Department Reports

E. Announcement regarding CIB grant/loan funding for Canyonlands Field Airport terminal expansion (Judd Hill, Airport Manager)

Judd Hill, Airport Manager explained that with County's matching funds of \$500,000 CIB has approved a \$500,000 match and \$400,000 loans. The airport will be moving forward with the development, design and expansion of the terminal. TRCCAF fund will be the revenue to pay the loan off.

F. 2015 Old Spanish Trail Arena Recreation Complex (OSTARC) Report (Steve Swift, Manager)

Steve Swift, OSTARC Manager reviewed events, revenue raised, annual budget over the last 5 years, service to the community, community fiscal impact study and the goals for the next 10 years of the Old Spanish Trail Arena. Steve also reviewed maintenance and improvements to the Arena for the year 2015.

Discussion Items

G. Discussion of two compensation systems/methods of job and wage evaluation (Graig Thomas, Human Resources Director)

Graig Thomas, Human Resources Director, led a discussion in which he explained how the industry uses two compensation systems or methods. Currently Grand County is on Tech Net, many counties in Utah have used this system, however this system has not been keep up in the last few years. Graig offered an alternative, a Market Driven Compensation Factors, this system would allow for the county to be more competitive in the

markets that we are looking to recruit. Graig wants to look forward on being more competitive with the job market, as the City has approved a wage increase.

H. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section N “Motions” (continued), Section O “Reading and Passage of Ordinances” and Section P “Reading and Passage of Resolutions” (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) (allow 30 minutes)

MOTION: Motion by Council Member Rory Paxman to amend the agenda to move Item H to after the Public Hearing. Motion seconded by Council Member Lynn Jackson carried 7 - 0 vote.

I. Calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)

County Attorney K. Andrew Fitzgerald left at this time.

General Business- Action Items- Discussion and Consideration of:

J. Approving Proposed Bid Award for Supply of Ballfield Diamond Dirt at the Old Spanish Trail Arena Recreation Complex (OSTARC) (Steve Swift, OSTARC Manager)

MOTION: Motion by Council Member Chris Baird to approve, the bid from LeGrand Johnson for supply of ball field diamond dirt at a cost of \$20,800, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 - 0 vote.

K. Approving proposed ground lease agreements at Canyonlands Field Airport between Grand County and A) Eagle North Shore Properties, LLC; B) CC Rentals, LLC; and C) Charles Henderson (Judd Hill, Airport Manager)

Judd Hill, Airport Manager advised of the current ground lease agreements between these three properties. Judd advised that only a new lease is tied to the fee schedule, these leases are not currently tied the fee schedule.

MOTION: Motion by Council Member Rory Paxman to approve the proposed ground lease agreements and enter into a continuation of three different 30 year ground lease agreements between Grand County and A) Eagle North Shore Properties, LLC; B) CC Rentals, LLC; and C) Charles Henderson and authorize the Chair to sign all associated documents. Motion seconded by Council Member McGann carried 7 - 0 vote.

L. Approving proposed sub-lease agreements for hangar use at Canyonlands Field Airport between A) CC Rentals, LLC and Robert Paul Gray; B) Charles Henderson and Keith McBeth; and C) Charles Henderson and Ben Black (Judd Hill, Airport Manager)

Judd Hill, Airport Manager advised that has been working with the attorney’s office to develop a sub-lease that affirms that a sub renter is being held accountable to the County leases.

MOTION: Motion by Council Member Rory Paxman to approve the proposed sub -lease agreements for hangar use at Canyonlands Field Airport between and A) CC Rentals, LLC and Robert Paul B) Charles Henderson and Keith McBeth; and C) Charles Henderson and Ben Black authorize the Chair to sign all associated documents. Motion seconded by Council Member McGann carried 7 - 0 vote.

M. Approving proposed ground lease agreement with Redtail Air for a bulk fuel storage facility (fuel farm) at Canyonlands Field Airport (Judd Hill, Airport Manager)

MOTION: Motion by Council Member Rory Paxman to approved the proposed ground lease agreement and enters into a 30 year ground lease agreement with Redtail Air for the purpose of a bulk fuel storage facility at Canyonlands Field Airport and authorizes the Chair to sign all associated documents. Motion seconded by Council Member McGann carried 7 - 0 vote.

N. Approving proposed contract award to a media company to purchase radio, TV, and digital for the Moab Area Travel Council for calendar year 2017 (Elaine Gizler, Moab Area Travel Council Executive Director)

Elaine Gizler, Moab Area Travel Council Executive Director advised that she is currently doing the media buying out of her office right now. Using a media company, the Travel Council would be more efficient in the Media usage and her office. All marketing would still be done in house.

MOTION: Motion by Council Member Mary McGann to award the bid to Love Communications of Salt Lake City as the media company for the Moab Area Travel council to purchase TV, Radio and Digital spots for the full year 2017, effective December 1, 2016 through December 1, 2017, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman vote 6 - 1 with Baird opposed.

O. Approving proposed contract award to an advertising agency for re-design and layout of the new Moab Area Travel Council Planner (Elaine Gizler, Moab Area Travel Council Executive Director)

MOTION: Motion by Council Member Ken Ballantyne to award the bid to Sorenson Advertising of St. George, Utah as the company for the redesign and layout of the Moab Area Travel Council Travel Planner for 2016, effective July 20, 2016 until October 1, 2016, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried vote 7 - 0.

P. Approving proposed bid award for the construction of a Pavilion at the Grand Center (Verleen Striblen, Grand Center Program Director)

MOTION: Motion by Council Member Ken Ballantyne to award the bid for the construction of a pavilion at the Grand Center to Double E Construction Inc. of Green River, Utah for the amount of \$79,593.00 and authorize the Chair to sign all associated documents. Motion seconded by Chris Baird carried vote 7 - 0.

Q. Adopting proposed resolution approving Final Plat for Courthouse Wash Subdivision Planned Unit Development (PUD) (Mary Hofhine, Community Development Representative)

MOTION: Motion by Council Member Mary McGann to adopt the proposed resolution approving the Final Plat for Courthouse Wash Subdivision PUD and authorize the Chair to sign all associated documents. Motion was seconded by Council Member Lynn Jackson carried vote 6 - 0. Council Member Paxman recused himself from the vote.

R. Approving proposed letter to the BLM regarding Grand County's position on the Six County Infrastructure Coalition's decision to move forward with an Environmental Assessment (EA) for the Book Cliffs transportation/utility corridor (Chairwoman Tubbs)

MOTION: Motion by Council Member Chris Baird to approve proposed letter to the BLM regarding Grand County's position on the Six County Infrastructure Coalition's decision to move forward with an Environmental Assessment (EA) for the Book Cliffs transportation/utility corridor, with an amendment to remove paragraph five from the letter. Motion seconded by Council Member Mary McGann, vote 5 - 2 with Council Members Jackson and Paxman opposed.

Consent Agenda- Action Items

S. Approving proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & State Lands for FY2017.

MOTION: Motion made by Council Member Chris Baird to approve proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & State Lands for FY2017. Motion seconded by Council Member Mary McGann carried vote 7 - 0.

T. Approving proposed retail beer license for Moab KOA, located at 3225 US 191- postponed.

Public Hearings- Possible Action Items

U. Public hearing to hear public input on proposed Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat (Mary Hofhine, Community Development Representative)

Mary Hofhine, Community Development Representative, read into the record the Grand County Land Use Code and General Plan, both as amended to date. This application is submitted by the property owner and project developer, Chuck Henderson (Applicant). The Applicant is requesting a preliminary plat review for Rim Village Vistas PUD Phase V. This phase includes approximately 1.5 acres and consists of two buildings with eight units in each building (16 units total). The Grand County Planning Commission reviewed the application in a public hearing on June 22, 2016 and forwarded a favorable recommendation to the County Council subject to ongoing compliance with the conditions listed in the Grand County Engineer's approval letter.

There were no comments and the public hearing was closed. Comments will be accepted until July 27, 2016 at 5:00 p.m.

H. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section N "Motions" (continued), Section O "Reading and Passage of Ordinances" and Section P "Reading and Passage of Resolutions" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) (allow 30 minutes)

General Council Reports and Future Considerations

Council Member McGann:

Has ideas on how to control "junk" in people's yards. Maybe during the Budget meetings Council can look at something/ someone for Code Enforcement.

Council Member Ballantyne

- No need to ask for a tax increase in the Mosquito Abatement
- Storm water/ Flood water Funding

Council Member Jackson

- GWSSA approved an increase in their impact fee

Council Member Hawks

- Council on Aging are waiting on the Council to approve changes to the by-laws
- Housing Toolkit will start up in August

Council Member Tubbs

- Letter received from Orin Hatch on UMTRA project
- Grant guidelines for the Inter-Generational Poverty are out and Jaylyn Hawks will write the grant.

Council Member Baird

- Mineral lease payment for the Recreation District was half of what was budgeted

Adjourn

The meeting was adjourned at 6:49 p.m.

Elizabeth Tubbs
Grand County Council Chair

ATTEST:

Diana Carroll
Grand County Clerk/Auditor

**GRAND COUNTY COUNCIL
Special Joint City/County Meeting
217 East Center Street
Moab, Utah**

February 29, 2016

The Grand County Council met in Special Session on the above date in the City County Council Chambers located at 217 East Center Street, Moab, Utah. The meeting was called to order by Chair Elizabeth Tubbs at 11:35 a.m. In attendance were Council Members Elizabeth Tubbs, Mary McGann, and Ken Ballantyne, along with Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Members Rory Paxman, Ken Jaylyn Hawks, Lynn Jackson and Chris Baird were absent. Others present were: Mayor Pro-tem Kyle Bailey Council Members Heila Ershdi, Rani Derasary, Kalen Jones and Tawny Boyd, City Manager Rebecca Davidson, and Recorder Rachel Stenta.

Discussion Items and Presentations

- A. City – County Growth Management Discussion: Developing an Interlocal Agreement for Area of Unincorporated Land Identified as Annexation Areas for the City, Postponed from February 29, 2016 (Amy Weiser, Moab City Community Services Director and Zacharia Levine, Grand County Community Development Director)**
- B. Announcement on Formation of New Regional Economic Development Committee (Rebecca Davidson, Moab City Manager)**
- C. Affordable Housing Update (Zacharia Levine, Grand County Community Development Director)**
- D. Presentation on Dark Skies: “Live and Play Under the Milky Way” (Joette Langianese, Executive Director, Friends of Arches & Canyonlands Parks; Nathan Ament, Colorado Plateau Dark Sky Cooperative Coordinator, NPS; and Crystal White, Assistant Manager Dead Horse Point State Park)**
- E. Announcement on Intergenerational Poverty Initiative (Council Chair Elizabeth Tubbs)**

Adjourn

The meeting was adjourned at 1:15 p.m.

Elizabeth Tubbs
Grand County Council Chair

ATTEST:

Diana Carroll,
Grand County Clerk/Auditor

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

August 2, 2016

Joint County Council – County Planning Commission Workshop

A. Housing Workshop (Zachariah Levine, Community Development Director)

Continued discussion occurred between County Council, City Council and Planning Commission members regarding housing issues recapping prior workshops and what next steps might involve.

Recess at 3:45p.m.

The Regular Session of the Grand County Council was called to order at 4:01 p.m. by Chair Elizabeth Tubbs on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Rory Paxman, Mary McGann, Jaylyn Hawks, Lynn Jackson and Ken Ballantyne along with Grand County Deputy Clerk Renee Baker and Council Administrator Ruth Dillon. The Pledge of Allegiance was led by Verleen Striblen.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

B. July 19, 2016 (County Council Meeting)

C. July 29, 2016 (Joint City/ County Council Meeting)

Action postponed until the next meeting.

Ratification of Payment of Bills

MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of \$537,835.48. Accounts payable check numbers 93476-93636 totaling \$351,498.71 and payroll in the amount of \$186,336.77 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

Council Administrator Ruth Dillon sat in on a phone call with 8 other Utah County Council Administrators to talk about best practices. Additionally, the EMS Assessment is coming together and looking for a time to present to Council their findings.

Department Reports

D. 2015 Grand Center Report (Verleen Striblen, Program Director)

Grand Center Program Director, Verleen Striblen, gave her 2015 report on the Grand Center and the services they provide.

Discussion Items

E. Discussion on the process for establishing and prioritizing County goals (Chairwoman Tubbs)

F. Discussion on evaluation of Public Lands Initiative draft legislation (Council Member Baird)

G. Discussion on recommended revisions to the Policies and Procedures for the Governing Body: Section Q "Decorum and Debate" and Section R "Participation by the Public" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks and McGann)

H. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)

General Business- Action Items- Discussion and Consideration of:

I. Approving Moab Uranium Mills Tailings Remedial Action Project's 2016 Annual Statement of Continued Compliance (Lee Shenton, UMTRA Liaison)

MOTION: Motion by Council Member Mary McGann to approve the Moab UMTRA Projects 2016 Annual Statement of Continued Compliance and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 - 0.

J. Approving County Membership in the Economic Development Corporation of Utah (EDC- Utah) (Zacharia Levine, Community Development Director)

MOTION: Motion by Council Member Ken Ballantyne to approve the County Membership in the Economic Development Corporation of Utah and authorize the chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks carried 7-0

K. Approved proposed ordinance approving Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat (Zacharia Levine, Community Development Director)

MOTION: Motion by Council Member Ken Ballantyne to approve the County Membership in the Economic Development Corporation of Utah and authorize the chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7-0.

L. Approving amended Statement of Work of the Reimbursable Agreement with Central Federal Lands Highway Division to combine Phase 1 and Phase 2 projects into one construction contract for the La Sal Mountain Loop Road project.

MOTION: Motion by Council Member Jaylyn Hawks to approve the amended Statement of Work for the Reimbursable Agreement (modification #004) with Central Federal Lands Highway Division for the UT FLAP 73 (1) La Sal Mountain Loop Road Project in the not-to-exceed amount of \$944,000.00 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7-0.

M. Approving extension of Municipal Advisory Services Agreement with Zions Bank Public Finance for an additional 90 days (Diana Carroll, Clerk/Auditor)

MOTION: Motion by Council Member Chris Baird to approve the 90-day extension of Municipal Advisory Services Agreement with Zions Bank Public Finance and authorize the chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 - 0.

N. Approving proposed letter to Congressmen Bishop and Chaffetz in response to the Congressmen's Public Lands Initiative draft legislation (Council Member Chris Baird)

MOTION: Motion by Council Member Lynn Jackson to postpone approving the letter until each council member gets to review. Motion seconded by Council Member Rory Paxman carried 7 - 0.

Consent Agenda- Action Items

O. Ratifying the Chair's signature of Task Agreement/ Cooperative Agreement #11341112001 with the National Parks Service, Southeast Utah Group for funding for Cooperative Emergency Operations in Grand County and Arches National Park.

P. Ratifying Chair's signature on retail beer license for Moab KOA located at 3225 US 191, postponed from July 19,2016.

MOTION: Motion by Council Member Chris Baird to approve both consent agenda items as presented. Motion seconded by Council Member Lynn Jackson carried 7-0.

Public Hearings- Possible Action Items

Q. Public Hearing to solicit public comments on proposed ordinance to amend Section 3.2.3 “Bed and Breakfasts” of the Grand County Land Use Code (Zacharia Levine, Community Development Director)

The Grand County Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to Sec. 3.2.3 of the Land Use Code to clarify the bed and breakfast use, associated restrictive covenant and land use application with the use. Planning commission voted to send a favorable recommendation to the Council for approval.

Kurt Schweitzer spoke on how the change in the code would affect his property and that he did not agree with a 300-foot buffer between each Bed and Breakfast.

Kevin Walker spoke on how he also did not agree with the 300-foot buffer between each Bed and Breakfast.

Wayne Hoskisson spoke on how the City Planning Commission implemented the 300-foot buffer and how it has been working for them so far.

There were no other comments. The public hearing closed but written comments will be accepted until 5:00 p.m. on August 10, 2016.

R. Public Hearing to solicit public comments on a proposed ordinance to amend Section 3.3.2 “Employee Housing” of Grand County Land Use Code (Zacharia Levine, Community Development Director)

The Grand County Planning Commission held a public hearing on the June 22, 2016 to solicit public comment on an amendment to the land use code for the addition of RV sites as employee housing to otherwise allowed non-residential principal use and voted to forward a favorable recommendation for approval to the County Council.

Kevin Walker spoke on his personal experience with living part time in a RV when he first moved to Moab

There were no other comments. The public hearing closed but written comments will be accepted until 5:00 p.m. on August 10th, 2016.

S. Public Hearing to solicit public comments on a proposed ordinance to amend Sections 5.4.1B “Project Boundary Buffer” and 6.10 “Compatibility Standards” of the Grand County Use Code.

The Grand County Planning Commission held a public hearing on June 22, 2016 to solicit public comment on an amendment to Sec. 5.4 1 B. Project Boundary Buffer and Sec 6.10 Compatibility Standard of the Land Use Code. The Planning Commission voted to send a favorable recommendation to the County Council for approval.

Bonita Klob spoke on how the change to the boundary buffer would affect her neighborhood and Moab.

Gary Blackburn is not currently a Moab resident, but has a small development firm, he talked about the impacts of the amendment and how it would allow him to develop lots with in Grand County.

Kevin Walker spoke on how the change would affect Moab.

Wayne Hoskisson spoke on how the buffer change would affect affordable housing with in Moab and Grand County.

There were no other comments. The public hearing closed but written comments will be accepted until 5:00 p.m. on August 10th, 2016.

General Council Reports and Future Considerations

Council Member McGann

Stressed the need for a meeting on the Code Enforcement, spoke with some worried Citizens who were going start a group if the County does not start the conversation on Code Enforcement.

Council Member Ballantyne

Reported that the Mosquito Abatement position closed on 8/1/2016 and they have 5 candidates for the position.

Council Member Jackson

Mentioned the upcoming "Rimrocker Rally" Event

Council Member Hawks

Attended the Housing Authority Meeting
Attended the Intergenerational Poverty Meeting

Council Member Tubbs

Wanted the Council to review the possibility of the County taking the lead on the Intergenerational Poverty Committee.
Attended the Four Corners Public Health Meeting
Attended the Moab Watershed Meeting
Wanted the Council to set aside time to meet prior to the start of the Budget Workshops

Council Member Paxman

Weed Board has started some of the budgeting
Weed Board has will also start talking to residents about removing weeds from their yards.

Council Member Baird

Attended the Recreation District meeting, started looking at the revenue and expenses for the next year and the Board will need to come up with more funds.

Adjourn

The meeting adjourned at 7:27 p.m.

Elizabeth Tubbs
Grand County Council Chair

ATTEST:

Diana Carroll
Grand County Clerk/Auditor



GRAND COUNTY MUNICIPAL BUILDING AUTHORITY SPECIAL MEETING

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

AGENDA Tuesday, August 16, 2016

3:30 p.m.

- Call to Order**
- Pledge of Allegiance**
- Approval of Minutes** (Diana Carroll, Secretary)
 - A. June 7, 2016 (Municipal Building Authority Special Meeting)
- Presentations** (none)
- Discussion Items** (none)
- Action Items**
 - B. Approving proposed contract award of construction of the new jail remodel (Sheriff White, Veronica Bullock, Jail Commander and Rick Bailey, Emergency Management Director)
- Public Hearings – Possible Action Items** (none)
- Closed Session(s)** (if necessary)
- Adjourn**

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

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

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

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

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

GRAND COUNTY MUNICIPAL BUILDING AUTHORITY MEETING

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

June 7, 2016

The Grand County Municipal Building Authority met in special session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. President Elizabeth Tubbs called the meeting to order at 6:55 p.m. In attendance were Board Members Elizabeth Tubbs, Chris Baird, Jaylyn Hawks, Lynn Jackson, Rory Paxman, Ken Ballantyne, and Mary McGann along with Secretary Diana Carroll and Council Administrator Ruth Dillon. The Pledge of Allegence was led by Bob O'Brien.

Approval of Minutes (Diana Carroll, Secretary)

- A. March 15, 2016 (Municipal Building Authority Special Meeting)**
- B. March 15, 2016**
- C. May 17, 2016**

MOTION: Motion by Board Member Chris Bairs to approve the above minutes as presented. Motion seconded by Board Member Mary McGann carried 7 – 0.

Public Hearings – Possible Action Items:

- D. Ratifying the President's Signature on a Revised application to the Utah State Community Impact Board for funding the remodeling of the existing Grand County Airport Terminal Building at Canyonlands Field Airport (Judd Hill, Airport Manager)**

MOTION: Motion by Council Member Mary McGann to ratify the President's signature on a revised application to the Utah State Community Impact Board for funding the remodeling of the exiting Grand County Airport Terminal Building at Canyonlands Field Airport and authorize the President's signature on all associated documents. Motion seconded by Board Member Chris Baird carried 7 – 0.

Adjourn

The meeting was adjourned at 4:05 p.m.

Grand County Municipal Building Authority
President
Elizabeth Tubbs

ATTEST:

Grand County Municipal Building Authority Secretary
Diana Carroll

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016

TITLE:	Approving proposed contract award of construction of the new jail remodel
FISCAL IMPACT:	
PRESENTER(S):	Steven M White, Grand County Sheriff, Veronica Bullock, Jail Commander and Rick M. Bailey, Grand County Emergency Management Director

Prepared By:
RICK M. BAILEY
GRAND COUNTY
EMERGENCY
MANAGEMENT
DIRECTOR

FOR OFFICE USE ONLY:
 Attorney Review:

RECOMMENDATION:

I make a motion to approve _____ as the construction manager/general contractor for the remodeling project involving the Grand County Jail and Dispatch and authorize the Chair to sign all associated paperwork.

BACKGROUND:

A Request for Proposal (RFP) was posted in July 2016. A total of 7 firms showed some interest in the project. Three firms submitted RFP for the project. The firms are:

- Asset Engineering Limited of Grand Junction, Colorado
- Ascent Construction of Centerville, Utah
- Hogan and Associates of Centerville, Utah

A committee of nine individuals reviewed all of the proposals and scored them independently. Members of the committee were:

- Sheriff Steven White
- Lt. Veronica Bullock
- Diana Carroll
- Marvin Day
- Jeff Whitney
- Matt Ceniceros
- Ralph Stanislaw
- Rob Childs
- Rick Bailey

The summary of the scores is attached to this summary.

ATTACHMENT(S)

- Notice to bid
- Request for Proposals and Addendums
- Financial Bidding Sheet
- Scoring Sheet
- Summary of Evaluation of RFPs

Notice To Contractors – Request for Proposals

Request for Proposals (RFPs) will be received at the Grand County Clerk's Office until 5:00 p.m. on Friday, August 5, 2016, at which time and place all RFPs will be publicly opened and read for Construction Management Services for the renovation of the Grand County Jail and Dispatch located at 125 East Center Street, Moab, Utah.

Complete RFPs instructions and requirements are available at the Grand County Sheriff's Office at 25 South 100 East, Moab, Utah or online at www.grandcountyutah.net. For more information call 435 259-1310 or email rbailey@grandcountysheriff.org. Grand County reserves the right to reject any or all proposals, to waive informality in any proposal, which in the opinion of the Grand County Council shall best serve the interest of Grand County. Send proposals to Grand County Clerk/Auditors Office, 125 E. Center St, Moab, UT 84532, clearly marked on the outside of the envelope "CM – Grand County Jail Remodel"

Witness my hand and seal this 29 day of June, 2016.

/s/Diana Carroll, County Clerk/Auditor

Published in the Times Independent, Moab, Utah July 7 and 14, 2016

REQUEST FOR PROPOSALS

GRAND COUNTY
UTAH

For

**CONSTRUCTION MANAGEMENT GENERAL CONTRACTORS
SERVICES
FOR THE
REMODELING OF THE GRAND COUNTY JAIL AND DISPATCH
CENTER**

**PROPOSALS MUST BE SUBMITTED BY
5:00 P.M. ON FRIDAY, AUGUST 5, 2016
RESPONSES RECEIVED AFTER THE DUE DATE
AND TIME WILL NOT BE EVALUATED**

Date of Issue June 29, 2016
Update July 14, 2016

Table of Contents

I.	REQUEST FOR PROPOSALS.....	3
II.	DEFINITIONS.....	3
III.	PROJECT DESCRIPTION.....	3
IV.	SCOPE OF SERVICES.....	4
V.	AWARD OF CONTRACT.....	5
VI.	SELECTION PROCESS.....	6
VII.	COSTS INCURRED IN RESPONDING.....	7
VIII.	PROPOSAL FORMAT.....	7
IX.	CONTRACT AND PROPOSAL INFORMATION.....	9
X.	GENERAL ISNURANCE REQUIREMENTS FOR ALL POLICIES.....	13
XI.	APPENDIX A.....	16

I. REQUEST FOR PROPOSALS

Grand County proposes to retain a qualified firm for the Construction Management General Contractor (CMGC) services for the remodeling of the Grand County Jail and Dispatch Center. Interested parties are invited to submit proposals for the County's consideration to the Grand County Clerk/Auditor Office, 125 E. Center Street, Moab, Utah 84532 by 5:00 PM on Friday, August 5, 2016. Proposals shall be clearly marked on the outside of the envelope "CM – Grand County Jail Remodel".

RFP documents may be obtained from the Project Manager, Rick M. Bailey, by contacting him at rbailey@grandcountysheriff.org or 435-259-1310.

Any questions regarding this RFP should be addressed to Rick M. Bailey, County's Project Manager, through email only, rbailey@grandcountysheriff.org. Any questions answered during the proposal period, if said answers affect the essence of the proposal, will be incorporated in an addendum, which will be posted on the County's website, www.grandcountyutah.net.

The County reserves the right to reject any or all proposals, to waive informality in any proposal, which in the opinion of the Grand County Council shall best serve the interest of Grand County.

II. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Firm shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

County shall mean Grand County and any staff, elected officials, and/or appointed committee members.

III. PROJECT DESCRIPTION

Grand County Jail and Dispatch Remodel

- The project location is 125 E. Center Street, Moab, Utah.
- The project time frame for this project is for construction to begin in the summer of 2016.
- Construction work is anticipated to last 12-15 months.
- The projected budget for this entire project, including design, engineering, site work, building construction, and equipment has been established at \$4,900,000 inclusive of all contingencies.
- Architectural services for this project have been provided by Archiplex Group. Contact at the firm is Ralph Stanislaw, AIA, LEED AP+. Contact information is as follows:

Archiplex Group
255 Crossroad Square
Salt Lake City, Utah 84115
(801) 961-7070 Office Telephone
(801) 961-7373 Office Fax
Ralph.stanislaw@archiplexgroup.com

- Copies of the architectural drawings are available for purchase from Archiplex Group. No reimbursement for drawings.

IV. SCOPE OF SERVICES

The Firm will provide the County with following services during the project duration:

A. Generally

The CM/GC accepts the relationship of trust and confidence established by this Agreement and covenants with the County as follows:

Cooperation – To cooperate with the County, as well as the Architect/Engineer (A/E) that has been selected by the County for the design services for the Project;

Best Skills, Efforts, and Judgement – Use the CM/GC's best skills, efforts and judgements in furthering the interest of County;

Efficient Business Administration and Supervision – To furnish efficient business administration and supervision;

Perform the Services and Work – To furnish at all times an adequate supply of workers, the appropriate materials and equipment, and perform the Services and Work in the best and most expeditious manner in accordance with the Contract Documents; and

Inspection and Approval – The Work shall be subject to inspection and approval by the County's authorized representatives, including State of Utah correctional officials, Utah Sheriff Association Jail Standards officials and other authorized representatives.

B. Pre-Construction Services

1. Design team oversight and management – **Already completed**
2. Participation in design review meetings with the Owner and A/E consultants – **Already Completed**
3. Roles/Responsibilities Coordination (contracts)
4. Total Program Budget Management – **Already Completed**
5. "DETAILED" Construction Cost Estimating (front end cost decisions on project components) – **Already Completed**
6. Constructability/Engineering Peer Reviews – **Already Completed**
7. Value Engineering

8. Master Schedule Development and Maintenance
9. Construction Schedule Development
10. IT/Data/Audio Visual/Phone/Security Coordination
11. FFE Coordination
12. Site Logistics Planning and Construction Planning

C. Bidding Services

1. Utah State Statutes Compliance
2. Agency and Regulatory Review Coordination
3. Public Advertising/Bidding/Procurement Coordination
4. Conduct Pre-Bid Meeting
5. Bidder interface/question management
6. Sub-contractor evaluations/reviews with City Staff
7. Owner/sub-contractor contract reviews
8. Firm to provide ceremonial shovels, hard hats, project signage for ceremonial ground breaking, if required

D. Construction Services

1. Weekly construction progress meetings
2. Keep and distribute meeting minutes follow each meeting
3. On-site inspection, coordination, and oversight of sub-contractor work
4. On-site office facilities for firm
5. Site security/site access planning
6. Establish and maintain quality control and quality assurance standards
7. Request for Information, shop drawing and submittal management
8. Weekly productivity logs and weather monitoring
9. Master schedule management
10. Ongoing three week "look ahead" schedule development
11. Change order management
12. Claim resolution (vet and verify claims/change orders
13. Safety monitoring
14. Coordination of Owner procured items
15. Pay application management and record keeping
16. 3rd Party testing coordination
17. Furniture, phone, data coordination
18. Punch list coordination
19. System training/testing coordination
20. Close-out process management
21. Move-in coordination
22. One (1) Year warranty oversight

V. AWARD OF CONTRACT

In general, to be awarded a contract with the County, a Firm must meet the minimum specifications as required. Contracts shall be awarded to the Firm determined to be best

qualified to meet the County's needs and will offer will the County the highest quality services at the most competitive price. The County will provide the agreement (see attached Sample Agreement). The Firm understands that this RFP does not constitute an agreement or a contract with the Firm. An official contract or agreement is not binding until proposals are reviewed and accepted by the County and a written agreement is approved by the Grand County Council and the successful Firm.

VI. SELECTION PROCESS

- A. The County intends to award the contract to a qualified firm that best demonstrates the commitment and application of experience, resources, and methods to the unique construction requirements, as well as the cost and schedule objectives.
- B. Your response to this RFP will be used to evaluate your firm's qualifications, those of your proposed project team members, and the suitability of your indicated approach or plan for the project.
- C. Upon receipt of the proposals, Grand County will first verify that the following prerequisites are met. Those firms that do not meet these prerequisites will not be considered. In addition, if it is later determined that a misrepresentation has been made by the selected firm, the County maintains the right to immediately terminate the Firm's contact without penalty.
- D. Prerequisites
 1. The Firm and the Firm's project manager assigned to this project must have municipal project experience within the last five (5) years.
 2. The Firm must have experience on a minimum of three (3) assignments serving as the project manager on publicly financed municipal projects in the last five (5) years.
 3. The Firm's proposed project manager must have experience serving publicly financed municipal projects in the last five (5) years.
 4. The Firm must be able to establish the firm's financial viability.
 5. The Firm must adhere to the Federal Work Authorization Program – ("FWAP") and all applicable Federal, State and local laws.
- E. Evaluation Criteria
 - Firm's qualification and those of in-house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public works facilities; (10 points); additional consideration will be given to experience in constructing correction facilities, jails, detention facilities etc.; (25 points)
 - Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particularly the work in question, including specialized services; (25 points); additional consideration will be given to knowledge and understanding of this particular project; (15 points)

- References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules; (20 points); and
 - Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost; (10 points); and
 - Proposed timeline, including firm’s commitment to fast track this project (10 points); and
 - Financial strength of the firm. (10 points); and
 - Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, businesses, firms, individuals; (10 points).
 - Total Points Available: 130
 - Fee for Construction Management General Contractor services to be submitted in a separate sealed envelope.
- F. From the complete group of submitting firms, the committee may select a limited number of firms as finalist, depending on the number of qualified proposals received. Finalists may then be asked to make a thirty (30) minute formal presentation and respond to oral questions from the committee. Presentation and questions shall be limited to no more than forty-five (45) minutes total.
- G. The final rankings will be compiled following the oral presentation, if held. Grand County intends to award the contract to the best qualified, responsive, and responsible firm, taking into consideration all the noted prerequisites and criteria, and assuming successful negotiation of a contract for construction general contractor services. The County reserves the right to reject any or all submissions.

VII. COSTS INCURRED IN RESPONDING

All costs directly and indirectly related to the preparation of a response to the RFP shall be the sole responsibility of each firm. Firms should prepare their proposals simply and economically, providing a straightforward and concise description of the Firm’s ability to meet the requirements of the RFP.

VIII. PROPOSAL FORMAT

Responses to this RFP should follow the below format. Responses should be specific and precise with adequate detail to accurately describe your qualifications and proposal. Limit your responses to the information requested by each section. Any additional information that you wish to submit should be included in a separate section marked “Supplemental Information”. Supplemental information must be included in the maximum number of pages allowed by the RFP.

- A. Prerequisites:

1. Complete and include Appendix A (may include additional projects on separate sheet).
2. On a separate sheet, provide the following information for ALL projects listed in APPENDIX A:
 - Client Name and Address
 - Project Name
 - Description of Project
 - Value and Schedule of Project
 - Contact Person
 - Contact Information

B. General Company Qualifications:

Provide the following general information regarding your firm and its qualifications for this project.

1. Brief history and general overview of your company. Include the total number of employees at your firm, a breakdown of your staff by project role (i.e. number of project managers, project engineers, superintendents, etc.) and information relative to the financial strength of your company
2. Provide a list of references for municipal, county or state owners who have used your construction management/general contractor services more than once.
3. Provide information on your firm's current insurance coverage, including insurance limits for various types of insurance.
4. List your firm's project claims record Include firm disputes with public owners and any contractor claims) for each of the past five (5) years.

C. Firm's Related Experience

1. List in Appendix A all projects your organization has completed in the past five (5) years (or is currently working on) as a Construction Manger General Contractor for a city, county, or state entity. Do not include work completed by a sister and/or affiliated company.
2. Select three projects from this list of projects and specifically relate how your experience with these projects will be applied in execution of this project.

D. Project Team:

1. Provide a proposed organization chart showing key project positions identified by title and showing lines of authority/responsibility and communication. Provide the name of each individual that your firm recommends for key project positions (i.e. project manager, superintendent, project engineers, etc.)
2. Provide resumes of key personnel with a description of the roles they will assume on this project, a list of their related project experience and their experience providing construction management services.

E. Project Management Plan

Provide a management plan that sufficiently defines your management and technical approach to the project. Include in your response the following:

1. Describe your firm's contracting/purchasing organization and techniques and how they will be employed in the execution of this project, including details of contracting procedures (e.g., selection of bidders, bid review, subcontract award and subcontract administration).
2. Describe your firm's cost estimating and cost control organization and techniques and how they will be employed in the execution of this project.
3. Submit an explanation of your firm's organization and techniques and how they will be employed in the performance of this project.
4. How does your firm approach value engineering and how will they be applied to this project?
5. Submit your work plan to provide quality assurance and control for this project throughout the pre-construction and construction phases.
6. Describe your procedures for reviewing and processing of shop drawings and other submittals.
7. Describe your procedures for processing change orders, including review and auditing of subcontractor pricing.

F. Submission/Withdrawal Instructions

The maximum pages (sheets) shall not exceed thirty (30).

Interested Firms should **submit one original and six (6) copies of their proposals no later than 5:00 P.M. August 5, 2016** to:

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

Proposals shall be submitted in a sealed envelope, clearly marked on the outside of the envelope "CM – Grand County Jail Remodel". The County shall not be responsible for late delivery of a proposal. Late proposals will not be considered and will be returned to the Firm unopened. No faxed or email proposals will be accepted.

Firms may withdraw their proposals by notifying the County in writing or email to rbailey@grandcountysheriff.org at any time prior the opening. Proposals, once opened, become the property of the County and will not be returned to the Firms. Upon opening, proposals become "public records" and shall be subject to public disclosure.

IX. CONTRACT AND PROPOSAL INFORMATION

Submitting a proposal acknowledges your firm has read, understands, and agrees to be bound by and fulfill the terms and conditions of this solicitation.

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for ninety (90) days after the opening date, unless a different period is stated in the County's RFP. Any proposal, which does not offer to remain firm for the required period, may be considered to be non-responsive.
- B. Laws of the State of Utah: All contracts made pursuant to acceptance of the offeror's proposal will be interpreted, construed, and given effect according to the laws of the State of Utah and the Ordinance of Grand County, Utah. No contract will be assigned, in whole or in part, without the written consent of the County.
- C. Licensing: All applicable federal, state and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period.

Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

- D. Public Domain: Offerors are advised that Utah law and City ordinances provide that, upon full execution of a contract subsequent to an RFP, the contents of the awarded proposal accepted by the County shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63-2-101 et seq. and County ordinance. Trade secrets and proprietary information, recognized by the County as such, may be protected from public disclosure if offeror clearly identifies, in writing, any part of their proposals which they claim to be proprietary. All materials submitted by an offeror in response to the County's RFP will become property of the County upon delivery and will manage in accordance with GRAMA.

Offerors may mark any specific information contained in their proposal which they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the County and will not be returned.

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsubsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a governmental entity:

- (1) *Trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Nusiness Confidentiality Claims);*
- (2) *Commercial information or non-individual financial information obtained from a person if:*
 - (a) *Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future\;*
 - (b) *The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) *The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to Grand County, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked: Redacted Version".

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimforms.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials shall become property of Grand County, Utah. Materials may be evaluated by anyone designated by Grand County. As part of the proposal evaluation committee. Informative materials submitted may be returned only at Grand County's option.

- E. Cover Letter: The proposal shall have a cover letter indicating the offer's willingness to enter into an agreement with Grand County. An officer of the company who has the authority to commit their firm to the proposed project must sign this letter. Proposals will include the full name, legal status, (corporation, state of incorporation, partnership, proprietorship, etc.) business address of the offeror, and telephone number. Please include one or two e-mail addresses where you could be notified of an oral interview should one be offered. The proposal will be signed, in ink; by a principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notation will not be accepted.
- F. Inquiries: All inquiries relating to the specifications or proposal procedure should be directed to Rick M. Bailey, Project Manager at rbailey@grandcountysheriff.org. Do not contact the agency, division, department, or other County officers or employees.

- G. Cost: All costs associated with the preparation of the proposal, as well as any other related materials and delivery, will be borne by the offeror. All proposals become the property of Grand County, Utah. Grand County will not be responsible for said costs in any event, including, but not limited to, termination of the project in whole or in part, rejection of the proposals as non-responsive, or rejection of the offer as non-responsible.
- H. Changes or Modifications: Any changes or modification to the Request for Proposal will be accomplished in writing by addendum. Offerors submitting a proposal based on any information other than which is contained in the County's REF, or any addendum thereto, does so at their own risk. All addenda must be acknowledged.
- I. Receiving Proposals: The County Clerk/Auditor will administer receipt of all proposals and opening of the same. Proposals will be held, unopened, by the County Clerk/Auditor in the same condition as received if delivered prior to the date and closing time designated in the RFPs. After the closing time, only the identity of each offeror will be made public. If only one proposal is received in response to the County's request, the County's purchasing Agency may recommend an award of a contract to the single offeror if the proposal is responsive. Alternatively, if time permits, the Purchasing Agent may re-solicit for the purpose of obtaining additional proposals. Offerors are advised that no contract will be formed with the County until a proposal is accepted by the County Council and the contract is signed by all parties.
- J. Modifying or Withdrawing Proposals: Offerors may modify or withdraw their proposals at any time prior to closing time. The County requests that any desire to retrieve a proposal for the purpose of withdrawing or to modify a proposal must be submitted in a written request to the Purchasing Agent. Offerors may withdraw their offer if the County and Offeror cannot agree on contract terms.
- K. Rejection of Proposals: The County reserves the right to reject any or all proposals, to accept any proposal in total or in part unless the offeror clearly states in its proposal that acceptance must be on an "all or none" basis, to waive any minor irregularity or technical error in the form of proposals or in compliance with the instructions to proposers, and to stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations from the specifications of the REFP will be rejected as non-responsive. Offerors claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the County in order for the proposal to receive consideration.
- L. Independent Contractors: Offerors agree that if they enter into a contract with Grand County they are independent contractors and have no authority, express or implied, to

bind the County to any agreements, settlements, liability, or understanding whatsoever with any third party.

M. Free and Competitive Bidding: Any agreement or collusion among prospective offerors to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction. Proposers certify that neither proposer nor anyone in its firm or company has either directly or indirectly restrained free and competitive bidding, participated in any collusion, or otherwise taken any action unauthorized by Grand County ordinances or applicable law.

N. **Insurance**: If awarded the contract, offerors will, at their sole cost and expense, secure and maintain during the term of the of the contract, including all renewal or additional terms, the following minimum insurance coverage:

X. GENERAL INSURANCE REQUIREMENT FOR ALL POLICIES

1. Any insurance coverage required herein that is written on a "claims Made: for rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the terms of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.
2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
 - (a) Currently rated A- or better by A.M. Best Company;
 - OR-**
 - (b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (department Circular 570), as amended.*
3. Offerors will furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
4. In the event any work is subcontracted, offerors will require their subcontractors, at no cost to the County, to secure and maintain all minimum insurance coverages as required hereafter.
5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the offeror will provide a new certification of insurance within thirty (30) days after being notified thereof in writing by the County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable by the County.

6. All required certificates and policies shall provide the coverage there under shall not be canceled or modified without providing thirty (30) days prior written notice to the County in a manner approved by the County Attorney.
7. In the event the offeror (if awarded the contract) fails to maintain and keep in force any insurance policies as required, County shall have the right at its sole discretion to obtain such coverage and reduce payments under the contract for the cost of said insurance.

REQUIRED INSURANCE POLICIES.

Offeror will be required to secure and maintain the following policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

8. Worker' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, the offeror will require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
9. Commercial general liability insurance on a current form with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, the offeror, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims from property damage that many arise from performance under the contract, whether performed by the successful offeror, any subcontractors, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premise operations, acts of independent contractors, and completed operations.
10. Professional liability insurance in the minimum amount of \$2,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.
11. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.
- O. Indemnification: Offerors will agree to indemnify, hold harmless and defend the County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or

damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by offeror, its agents, representatives, officers, employees or subcontractors in the performance of the contract if awarded to offeror.

- P. Termination: The County may terminate the contract at any time it deems such termination to be in the public interest or for public convenience by giving written notice at least thirty (3) days prior to the desired termination date unless otherwise provided for in the contract.

- Q. Conflict of Interest: Any officer, employee, agent, representative, or member of the council, board, committee, commission of the county must disclose any interest or conflict that have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann., 67-16-1, et seq.

- R. Infringement: An offeror shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party shall be borne by the offeror.

- S. Protests: Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications shall be submitted, in writing, prior to the proposal closing date. All other protests shall be submitted, in writing, within five (5) working days after the aggrieved person knows or should have known of the recommended award. Protest letter should specifically state completely the facts which constitute error in the specifications or the intent to aware and the desired remedy.

APPENDIX A
CONSTRUCTION MANAGEMENT GENERAL CONTRACTOR PREREQUISITIES

Name of Firm: _____

Address: _____

1. Has your firm completed a municipal construction project in the past five (5) years?

YES NO If, so list them below:

A. Municipality _____

Facility Name _____

B. Municipality _____

Facility Name _____

C. Municipality _____

Facility Name _____

2. Has your proposed Project Manager managed a municipal or public project in the last five years?

YES NO If, so, list them below:

A. Municipality _____

Facility Name _____

B. Municipality _____

Facility Name _____

C. Municipality _____

Facility Name _____

3. Has your firm served as a Construction Manager on at least three (3) publicly funded projects in the last five (5) years?

YES NO if so, list them below:

A. Client/Facility Name: _____

Value/Year Completed: _____

B. Client/Facility Name: _____

Value/Year Completed: _____

D. Client/Facility Name: _____

Value/Year Completed: _____

Notice To Contractors – Request for Proposals

Request for Proposals (RFPs) will be received at the Grand County Clerk's Office until 5:00 p.m. on Friday, August 5, 2016, at which time and place all RFPs will be publicly opened and read for Construction Management Services for the renovation of the Grand County Jail and Dispatch located at 125 East Center Street, Moab, Utah.

Complete RFPs instructions and requirements are available at the Grand County Sheriff's Office at 25 South 100 East, Moab, Utah or online at www.grandcountyutah.net. For more information call 435 259-1310 or email rbailey@grandcountysheriff.org Grand County reserves the right to reject any or all proposals, to waive informality in any proposal, which in the opinion of the Grand County Council shall best serve the interest of Grand County. Send proposals to Grand County Clerk/Auditors Office, 125 E. Center St, Moab, UT 84532, clearly marked on the outside of the envelope "CM – Grand County Jail Remodel"

Witness my hand and seal this 29 day of June, 2016.

/s/Diana Carroll, County Clerk/Auditor

Published in the Times Independent, Moab, Utah July 7 and 14, 2016

 **AIA**[®] Document A133[™] – 2009

*Standard Form of Agreement Between Owner and Construction Manager as
Constructor where the basis of payment is the Cost of the Work Plus a Fee with a
Guaranteed Maximum Price*

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

and the Construction Manager:
(Name, legal status and address)

for the following Project:
(Name and address or location)

The Architect:
(Name, legal status and address)

The Owner's Designated Representative:
(Name, address and other information)

The Construction Manager's Designated Representative:
(Name, address and other information)

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of

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the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 5.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and

information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

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- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of percent (%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
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ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without

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cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

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ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201™–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
 - .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

sample

ADDENDUM NUMBER ONE
GRAND COUNTY CM/GC RFP
GRAND COUNTY JAIL AND DISPATCH REMODEL

July 26, 2016

Grand County Jail and Dispatch Center RFP for Construction Management Services under VI Selection Process Section E is requesting a fee be submitted in a separate sealed envelope. To clarify, this fixed GC fee percentage of the Cost of the Work will cover the CM's profit and overhead and will be the basis of compensation applied to all aspects of the work by the CM, including the base contract amount, change orders, and reimbursable costs & fees and preconstruction services (if required). This fee is exclusive of General Conditions and bonding and insurance costs.

ADDENDUM NUMBER TWO
GRAND COUNTY CM/GC RFP
GRAND COUNTY JAIL AND DISPATCH REMODEL

August 1, 2016

- 1. There is no change in the RFP schedule.**
- 2. Construction documents will be provided to the successful proposer following the project award.**
- 3. In addition, proposers are to complete the attached fee table (based upon a project cost of \$4,900,000) to assist the County in evaluating their proposal, to be submitted in a separate sealed envelope.**

FEE TABLE

GRAND COUNTY CM/GC RFP

GRAND COUNTY JAIL AND DISPATCH REMODEL

Proposed Value:	Description:
_____ %	<p>CM/GC FEE %(OF THE COST OF THE WORK) To include: CM's profit and overhead and will be the basis of compensation applied to all aspects of the work by the CM, including the base contract amount, change orders, and reimbursable costs & fees and preconstruction services (if required). This fee is exclusive of General Conditions and bonding and insurance costs (see below).</p>
\$ _____	<p>GENERAL CONDITIONS INCLUDING: Permits/Fees Construction Sign Survey Mobilization Field Office Expense/ Rental Supervision Project Manager Truck Allowance Power / Temp Electric Temp Elec Utility Phone, Mail, pager Computer on-site Water Toilet Dumpster Rental Clean-up / General Labor Final Cleaning -New Const Final Cleaning - Remodel Photo Temp Fence Snow Removal / Heating Safety / Fire CPM Schedule As-built drawings O&M Manuals Plan Purchase Misc. items not listed above</p>
OR	
_____ %	
\$ _____	<p>ADDITIONAL:</p>
\$ _____	<p>Bonds</p>
\$ _____	<p>Insurance, Builders Risk & Liability</p>

SCORING SHEET

EVALUATOR	ASCENT CONSTRUCTION	ASSET ENGINEERING	HOGAN AND ASSOCIATES
1	102	97	126
2	94	83	128
3	83	64	124
4	100	94	123
5	98	78	115
6	93	93	123
7	83	78	133
8	91	60	121
9	97	79	129
TOTAL	739	629	996
POSSIBLE	1215	1215	1215
DIFFERENCE	476	586	219
PERCENT	60%	51%	81%

GRAND COUNTY JAIL AND DISPATCH REMODEL

CR/GC EVALUATION

EVALUATOR: _____

Firm: HOGAN AND ASSOCIATES

Firm's qualifications and those of in house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public work facilities

10 Total Points _____

Additional Consideration will be given to experience in constructing correctional facilities, jails, detention facilities, etc.

25 Total Points _____

Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particular the work in question, including specialized services/

25 Total Points _____

Additional consideration will be given to knowledge and understanding of this particular project.

15 Total Points _____

References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules.

20 Total Points _____

Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost.

10 Total Points _____

Proposed timeline, including firm's commitment to fast track this project.

10 Total Points _____

Financial Strength of the firm

10 Total Points

Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, business, firms, individuals.

10 Total Points

GRAND TOTAL

GRAND COUNTY JAIL AND DISPATCH REMODEL

CR/GC EVALUATION

EVALUATOR: _____

Firm: ASCENT CONSTRUCTION

Firm's qualifications and those of in house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public work facilities

10 Total Points _____

Additional Consideration will be given to experience in constructing correctional facilities, jails, detention facilities, etc.

25 Total Points _____

Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particular the work in question, including specialized services/

25 Total Points _____

Additional consideration will be given to knowledge and understanding of this particular project.

15 Total Points _____

References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules.

20 Total Points _____

Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost.

10 Total Points _____

Proposed timeline, including firm's commitment to fast track this project.

10 Total Points _____

Financial Strength of the firm

10 Total Points

Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, business, firms, individuals.

10 Total Points

GRAND TOTAL

GRAND COUNTY JAIL AND DISPATCH REMODEL

CR/GC EVALUATION

EVALUATOR: _____

Firm: ASSET ENGINEERING

Firm's qualifications and those of in house personnel who will manage the project, including specialized experience and technical competence relative to the needs of the County. Consideration will be given to experience in constructing public work facilities

10 Total Points _____

Additional Consideration will be given to experience in constructing correctional facilities, jails, detention facilities, etc.

25 Total Points _____

Demonstrated capacity and capability of the firm to perform the work of comparable design, scope, and complexity, and particular the work in question, including specialized services/

25 Total Points _____

Additional consideration will be given to knowledge and understanding of this particular project.

15 Total Points _____

References from clients for whom project management services have been performed, including a past record of performance of the firm with respect to cost control, quality of work and the ability to meet tight schedules.

20 Total Points _____

Demonstration of successful management systems that have been employed by the firm for purposes of estimating, scheduling, and controlling cost.

10 Total Points _____

Proposed timeline, including firm's commitment to fast track this project.

10 Total Points _____

Financial Strength of the firm

10 Total Points

Demonstration of successful management and knowledge of local building issues, concerns, costs, availability of using local sub-contractors, business, firms, individuals.

10 Total Points

GRAND TOTAL

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016

Agenda Item: E

TITLE:	Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section R "Participation by the Public – Item #8 'No Assignment of Time'" (continued) and Section S "Public Hearings"
FISCAL IMPACT:	N/A
PRESENTER(S):	Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann

Prepared By:

Ruth Dillon
 Council Administrator
 (435) 259-1347
 rdillon@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

To be requested after all sections are discussed

BACKGROUND:

On August 2nd, the Council discussed Section Q "Decorum and Debate" and all of Section R "Participation by the Public." The Council asked staff to bring back Item #8 of Section R, 'No Assignment of Time' for further discussion.

Topics for tonight's discussion are:

- Section R, Participation by the Public, Item #8 – No Assignment of Time (continued)
- Section S, Public Hearings

The Study Committee's redlined suggestions are provided for each of these sections.

In addition, following are notes (redlines) from the last Council meeting indicating the Council's question of whether a citizen selected by another citizen to make a presentation on their behalf should be allowed to do so for an entire citizen group or whether the person should be allowed to do so for one individual only:

R. Participation by the Public

8. No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another. Individual citizens and citizen groups may select a person to make their a presentation in their behalf.

or

8. No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another. Individual citizens may select a person to make their a presentation in their behalf. A person selected may only represent one individual.

ATTACHMENT(S):

1. The Study Committee's original redlined suggested changes
2. Citizen comment

advance to the microphone near the dais and state their full name and address. The number of persons heard and the time allowed each may be limited at the discretion of the Chair. On matters set for Public Hearings the Chair may invoke a three-minute time limit per person to allow the maximum public participation.

2. Citizens to Be Heard: ~~During~~ At the Citizens to Be Heard portion of the meeting, ~~citizens~~ persons desiring to speak on an item not on the agenda shall address themselves to the Chair. Upon being recognized, they shall be directed to advance to the dais, state their full name, address, whom they represent, and state their subject matter. The number of persons heard and the time allowed each may be limited at the discretion of the Chair to three minutes.
3. No Interruptions: No person shall interrupt legislative proceedings.
4. Three-Minute Rule: No person of the public shall speak more than three (3) minutes except upon waiver by the Chair or on motion of the Membership.
5. Procedure: Orderly procedure requires that each ~~person~~ member of the public shall proceed without interruption from the audience and shall retire when their time is up; that all arguments shall be addressed to the Governing Body, and that there be no questioning or argument between individuals.
6. Questions: The Members of the Governing Body and staff members may ask questions and make appropriate comments; however, no Member should argue or debate an issue with the petitioner/member of the public.
7. ~~Written Requests: Should a person desire to speak longer than three (3) minutes, they shall file a written petition with the Council's Office at least seven ~~six~~ (7) days prior to the meeting date, stating the subject matter and the amount of time desired. The Chair may place the matter upon an appropriate agenda and determine the time that shall be granted. This rule applies mainly to presentations, hearings and zoning matters.~~
8. No Assignment of Time: If there are several speakers on a matter, one person may not assign their time to another. Individual citizens and Citizen groups may select a person to make their a presentation in their behalf.
9. ~~Members of the Press: Members of the press shall not be recognized during meetings of the Governing Body.~~
- 10.9. Orderly Conduct: Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Unauthorized remarks and similar demonstrations shall not be permitted by the Chair who may direct offenders from the Chambers.

Formatted: Highlight

S. Public Hearings

1. Posting of Public Hearing: All public hearings shall be published in the local newspaper of record and posted in accordance with Utah State Code, Grand County Land Use Code 9.1.8-10 and local ordinances, as applicable.
2. Staff Presentation: The appropriate staff shall make a presentation to the County Council and the public on behalf of the public hearing matter.
3. Applicant Speaks: Regarding Planning and Zoning issues, the applicant shall be invited the first to speak to the Council Members after the staff has made a presentation. Applicants may appear in person or by legal or other counsel. Applicant statements shall be limited to ten (10) minutes unless waived by the Chair (spoken or unspoken).
4. Questions: Council Members may direct questions to the applicant and/or staff in order to bring out relevant facts, circumstances or conditions affecting the case and may call for questions from the staff.
5. Opening Hearings: *The Chair shall open the hearing and invite the public to the podium-microphone for comment. All public participation shall be subject to Section Q (“Decorum and Debate”) of these rules/bylaws.*
6. Closing Hearings: *The Council Chair may close the public hearing (except for written comments generally allowed until 5PM six (6) days prior to the next regularly scheduled Council Meeting) or-and-the-Council-may continue the hearing by-motion-until the next scheduled meeting or other specified date included in the motion. See also “Decision,” below*
7. Written Comments: Written comments, including email comments, unless otherwise specified, may be submitted for the record at the public hearing or up to forty-eight (48) hours 5PM six (6) days before the Call to Order of the next County-Council Meeting, earlier if a holiday falls within the six (6) days. The Council Administrator shall ensure that all documents are available for review by Council Members forty-eight (48) hours prior to the Council meeting at which the issue is to be considered. At-After the close of each public hearing the Council Administrator shall forward all comments to the Clerk’s Office.
8. ~~Anonymous Comments: The Council Administrator, at his/her discretion, may choose not to forward anonymous written comments related to public hearings to Council Members, and such anonymous comments shall be forwarded to the Clerk under seal indicating that they have not been reviewed by the Council.~~
- 9.8. Decision: The County Council shall consider the public hearing item at its next regularly scheduled meeting in order to receive additional written comments or to receive additional evidence for further study. The County Council may take

action at the same meeting immediately upon closing of the public hearing provided it is moved and approved to take action by a two-thirds (2/3) vote (Super Majority). If the motion to take action at the same meeting as the public hearing is approved, the County Council can then move to consider the item.

T. Personnel Action Appeal Hearing Protocol

Purpose of Informal Council Hearing: To determine if there is reasonable support for the decision based upon the grounds stated in the personnel action.

1. County Council Administrator to notice appellant of Council's decision regarding granting a hearing, and if granted, the date and time of the hearing and hearing protocol.
2. Hearing to be held in closed session, no recordings.
3. County Attorney, Department Head, HR Director, Clerk/Auditor, Council Administrator, Appellant, and Council to be present. No witnesses, representatives or outside attorneys.
4. No exhibits or additional documents to be considered. Confidential Council packet to include:
 - a. Letter of termination/personnel action
 - b. Appeal by employee to Department Head
 - c. Response by Department Head
 - d. Appeal by employee to HR Director
 - e. Response by HR Director
 - f. Appeal to Council
 - g. Letter to Appellant setting date of appeal
 - h. Relevant County policies and/or procedures
 - i. Appeal protocol
5. Order of and Time allotted for presentations:
 - a. Department Head-5 minutes
 - b. HR Director-5 minutes
 - c. Appellant -10 minutes
6. No cross-examination of presenters. Council Members only may ask questions at the end of each presentation.
7. Presenters and Appellant to be excused at the end of presentations and Council questions. Council to make determination during closed session and may:
 - a. Uphold personnel action;
 - b. Overturn personnel action; or
 - c. Request additional information and continue hearing until information is received and considered.
8. Council issues a written decision to appellant within 15 working days of adjournment of hearing.

U. Amendment of Policies and Procedures

Bryony Chamberlain

From: Grand County Council
Sent: Wednesday, August 03, 2016 7:09 AM
To: Chris Baird; Elizabeth Tubbs; Jaylyn Hawks; Ken Ballantyne ; Lynn Jackson; Mary McGann; Rory Paxman
Cc: Ruth Dillon; Diana Carroll
Subject: FW: Comments Regarding Policies and Procedures (Public Participation)

From: Janet Buckingham [mailto:moabjanet@gmail.com]
Sent: Tuesday, August 02, 2016 7:32 PM
To: Grand County Council <council@grandcountyutah.net>
Subject: Comments Regarding Policies and Procedures (Public Participation)

I listened with interest to the council's discussion regarding revisions to the Policies and Procedures of the Governing Body. I was particularly interested in "Participation of the Public." I thought I would share some thoughts and ideas with you.

Chris Baird mentioned that the public could make arrangements to call in during a public hearing. That was a complete surprise to me and, I expect, would be surprising and unknown to most residents of Grand County. That's actually a big deal that folks should know about. I lived for six years on Kodiak Island, Alaska, where many, many citizens were unable to attend meetings as a result of remote locations or inclement weather. First, all public meetings were broadcast on the local community radio station. Second, all of the public knew that if they could not attend meetings in person, they could call in and be heard in public hearings. It was very popular. I would strongly encourage a widespread public relations campaign regarding citizens' ability to do this. I recognize that it is kind of a pain in the rear to widely publicize this, but the good will that it creates in the community to offer this...and openly embrace it...is worth it. I think you would see an increase in participation without being overwhelmed.

I agree with Jaylynn Hawks who said that people should be able to pass off their comments/letter to a "reader" if they are unable to attend or stay at a meeting. This was also a common occurrence at council meetings on Kodiak Island for the same reasons as above—remote locations, bad weather, over commitment, and incredibly long meetings. Small communities stretch one's ability to participate in every meeting, as does an aging population. You should make some accommodation for such participants.

The other idea that could increase participation in public hearings and community issues is to either broadcast via KZMU or, lacking the ability to do so, make the effort to purchase the technology to live stream the meeting via the county website. This is, after all, the 21st century; the technology is available and I can't think of a good reason not to do it.

Finally, a note about “recognizing the press.” If I can offer some historic perspective, I think this sentence was added to the policy at some point because there has been (or had been) a tendency for the media to raise their hands and interject a question in the middle of proceedings. The council felt kind of stuck, I think, not wanting to annoy the press and so allowed the interruption, but also feeling frustrated that the press was, indeed, interrupting the proceedings and should be doing the research and interviews on their own time. (That also from the perspective of a former journalist.) Anyway, that is where I believe the policy came from. It had nothing really to do with the press having the ability/right to comment during a public hearing; they just have to declare they have “changed hats.”

Oh, one last note: please, please, please use your microphones. If people make an effort to show up at a meeting, they need to be able to hear what you are saying and what the presenters at the table are saying. It was terribly frustrating to be left out of much of the conversation. I basically told myself there was no reason to attend city council meetings because no one was willing to speak loudly enough for the audience to hear. I hope the county takes a different approach than the city.

Thank you for your service to our community.

Regards,

Janet Buckingham

Spanish Valley

Moab, UT

August 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	<ul style="list-style-type: none"> 4:00PM - 4:00PM Noxious Weed Control Board (Grand Center) 5:00PM - 5:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Chamber Meeting (Zions Bank) 	Utah Rural Summit ♦ Cedar City <ul style="list-style-type: none"> 1:00PM - 1:00PM UDOT SR-128 Corridor Vision Workshop (Grand Center) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	5	<ul style="list-style-type: none"> 10:00AM - 12:00PM Manti La Sal National Forest Plan Revision Meeting (Grand Center)
7	<ul style="list-style-type: none"> 12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 3:00PM - 3:00PM Travel Council Advisory Board (Chambers) 5:30PM - 5:30PM OSTA Advisory Committee (OSTA) 6:00PM - 6:01PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed) 	<ul style="list-style-type: none"> 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 7:00PM - 7:00PM Thompson Springs Fire District (Thompson) 	<ul style="list-style-type: none"> 4:00PM - 4:00PM Solid Waste Management SSD (District Office) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson) 	12	13
14	15	<ul style="list-style-type: none"> 12:00PM - 12:30PM Chamber of Commerce (Zions Bank) 2:00PM - 3:45PM Public Lands Initiative Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 	<ul style="list-style-type: none"> 9:00AM - 1:00PM Sewer Summit 2016 (Salt Lake City) 12:00PM - 12:00PM Children's Justice Center Advisory Board (City Chambers) 6:00PM - 6:00PM Recreation SSD (City Chambers) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Housing Authority Board (City Chambers) 1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers (Jaylyn)) 4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	19	20
21	22	23	<ul style="list-style-type: none"> 1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank) 6:00PM - 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 9:00AM - 9:00AM Canyon Country Partnership (Hideout Community Center, Monticello) 1:00PM - 1:00PM Association of Local Governments (ALG) (Price) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 	26	27
28	29	<ul style="list-style-type: none"> 9:00AM - 9:00AM Council Workshop: EMS Assessment (Chambers) 	Uintah Basin Energy ... ♦ Vernal, UT, Uint <ul style="list-style-type: none"> 5:00PM - 5:00PM Agenda Summaries Due 	<ul style="list-style-type: none"> 8:00AM - 8:30AM UT Outdoor Summit - Mayor Dave - Featured Speaker (Ogden Eccles Conference Center) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	2	3

September 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
28	29	<ul style="list-style-type: none"> 9:00AM - 9:00AM Council Workshop: EMS Assessment (Chambers) 	<ul style="list-style-type: none"> 5:00PM - 5:00PM Agenda Summaries Due 	<ul style="list-style-type: none"> 8:00AM - 8:30AM UT Outdoor Summit - Mayor Dave - Featured Speaker (Ogden Eccles Conference Center) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	2	3	
4	Labor Day <ul style="list-style-type: none"> 8:00AM - 5:00PM County Offices Closed 	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 	7	<ul style="list-style-type: none"> 3:30PM - 3:30PM Sand Flats Stewardship Committee (Chambers) 4:00PM - 4:00PM Solid Waste Management SSD (District Office) 5:30PM - 5:30PM Library Board (Library) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson) 	<ul style="list-style-type: none"> 10:00AM - 10:00AM Historical Preservation Commission (Grand Center) 12:00PM - 12:00PM CIB Interagency Workshop (Grand Center) 	10	
11	<ul style="list-style-type: none"> 12:30PM - 12:30PM Council on Aging (Grand Center) 1:00PM - 1:00PM Affordable Housing Task Force (Chambers) 5:00PM - 5:00PM Airport Board (Chambers) 7:00PM - 7:00PM Conservation District (Youth Garden Project) 	<ul style="list-style-type: none"> 10:00AM - 5:00PM Travel Council Advisory Board (Chambers) 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 5:30PM - 5:30PM OSTA Advisory Committee (OSTA) 6:00PM - 6:01PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed) 	<ul style="list-style-type: none"> 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 7:00PM - 7:00PM Thompson Springs Fire District (Thompson) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Housing Authority Board (City Chambers) 1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers) 4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	<ul style="list-style-type: none"> 10:00AM - 12:00PM BLM Coordination Meeting (Chambers) 	16	17
18	19	<ul style="list-style-type: none"> 12:00PM - 12:30PM Chamber of Commerce (Zions Bank) 4:00PM - 4:00PM County Council Meeting (Chambers) 	USACCC Fall Conference ♦ Vernal		23	24	
25	26	<ul style="list-style-type: none"> 2:45PM - 2:45PM Mental Health Board (Green River) 5:00PM - 5:00PM Public Health Board (Green River) 	<ul style="list-style-type: none"> 5:00PM - 5:00PM Agenda Summaries due 6:00PM - 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 1:00PM - 1:00PM Moab Area Watershed Partnership (Water District Office) 6:00PM - 6:00PM Recreation SSD (City Chambers) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Local Emergency Planning Committee (Fire Dept) 1:00PM - 1:00PM Association of Local Governments (ALG) (Price) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 	<ul style="list-style-type: none"> 11:30AM - 11:30AM Joint City/County Council Meeting (County Council Chambers) 	1



Employment Opportunities

Administrative Assistant - Old Spanish Trail Arena (OSTA)

Posted June 29, 2016 2:15 PM | Closes August 22, 2016 5:00 PM

Job Summary Under the direction of the OSTA Manager, performs administrative, secretarial duties and some cleaning duties at the Spanish Trail Arena. ... [Full Description](#)

[Apply Online](#)

Emergency Medical Technician - Basic

Posted March 15, 2016 8:00 AM | Closes September 30, 2016 3:00 PM

Job Summary Under the supervision of the Director of Emergency Medical services , this position requires current Utah Emergency Medical ... [Full Description](#)

[Apply Online](#)

GCSO - Assistant Food Service Manager in Jail

Posted February 19, 2016 | Closes September 30, 2016 3:00 PM

Apply Online Job Summary Under the supervision of the Food Service Manager, assists in planning menus, ordering supplies, and preparing meals for persons... [Full Description](#)

GCSO Corrections Officer

Posted May 10, 2016 | Closes September 30, 2016 5:00 PM

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 Drug Court Tracker

Posted May 10, 2016 | Closes September 30, 2016 5:00 PM

Apply Online Job Summary The Deputy Sheriff Drug Court Tracker under the direction of the Sheriff provides efficient public safety to the citizens of Grand County,... [Full Description](#)

Date	Event Name	Permit Status
AUGUST		
	NONE	
SEPTEMBER		
1-12	Moab Music Festival	Permitted
2-6	Labor Day Safari, Red Rock Four Wheelers	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes.
7-11	RMAR Rendezvous, Ride with Respect	Permit not required - not over 100
9-11	Blazer Bash	Permit not required - not over 100, using Old City Park for gathering places, BLM & SITLA Permits required for JS routes
15-18	Melon Nights	
18-22	Moab Zombie Hunt, The Hummer Club/Hummer Happening	Permit not required - not over 100, using Rotary Park, BLM & SITLA Permits required for JS routes
20-24	Land Rover National Rally, Solihull Society	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA
21-27	Moab Gay Adventure Week & Moab Pride Festival	Permit not Required - Swanny Park
22-25	Mother of All Boogies (Skydiving Festival)	Permit in process
28-10/2	Red Rockin' XsX / ATV-UTV, OSTA	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA
	Slickrock Thriller / Utah HS Mountain Bike Race	2015 Event, No Schedule for 2016
30-10/2	Outerbike, Western Spirit Cycling	Permit in process

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016

Agenda Item: G

TITLE:	Adopting proposed resolution establishing a market based compensation evaluation process for wage adjustments and reclassification of positions
FISCAL IMPACT:	Will depend on the compensation levels required to remain competitive in the labor market.
PRESENTER(S):	Graig Thomas – Human Resources Director

Prepared By:
GRAIG THOMAS
G.C. HR DIRECTOR
435-259-1323
GTHOMAS@GRANDCOUNTY
UTAH.NET

FOR OFFICE USE ONLY:
Attorney Review:

In Progress

RECOMMENDATION:

I move to adopt the proposed resolution establishing a market based compensation evaluation process for wage adjustments and reclassification of positions within Grand County and authorize the Chair to sign all associated documents

BACKGROUND:

The historic practice of using the average salaries of 4th, 5th and 6th class counties for doing job & wage comparisons is not viable because the data for such comparisons is no longer maintained. However, we can utilize Market Based Compensation Factors when evaluating the need to adjust wages or reclassify positions in order to remain competitive in the labor market.

ATTACHMENT(S):

1. A proposed Resolution of the Grand County Council, establishing a market based compensation evaluation process for wage adjustments and reclassification of positions.
2. A sample current market analysis for the position of Airport Manager.

RESOLUTION _____

A RESOLUTION OF THE GRAND COUNTY COUNCIL ESTABLISHING A MARKET BASED COMPENSATION EVALUATION PROCESS FOR WAGE ADJUSTMENTS AND RECLASSIFICATION OF POSITIONS.

WHEREAS, The Grand County Council recognizes the need to periodically evaluate and adjust wages and grade levels on a job by job basis in order to remain competitive in the labor market; and

WHEREAS, The Grand County Council further recognizes the need for reliable compensation data to support the evaluation process that is used for this purpose,

NOW THEREFORE, THE GRAND COUNTY COUNCIL RESOLVES THAT:

1. The compensation factors used in said evaluations shall be based on data found in the labor markets from which the County recruit employees.
2. The practice of using averages of wage levels found in the 4th, 5th and 6th class counties of Utah will be abandoned due to the lack of reliable data.
3. All adjustments to wages and job grades will be considered in light of the compensation paid to existing employees, so as to mitigate inequities.
4. Following each evaluation, the HR Director will present the recommended actions to the County Council for approval.
5. Following Council approval, the HR Director will implement the changes per established administrative procedures.

APPROVED THIS __16th__ DAY OF __AUGUST, 2016, BY THE FOLLOWING VOTE:

AYE: _____
NAY: _____
ABSENT: _____

ATTEST:

GRAND COUNTY COUNCIL

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair

DRAFT

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016
 Agenda Item: H

TITLE:	Adopting proposed resolution approving the final plat for Rim Village Vistas Phase V Planned Unit Development (PUD) Subdivision
FISCAL IMPACT:	none
PRESENTER(S):	Community Development Department Representative

Prepared By:

 Mary Hofhine
 435-259-1343

FOR OFFICE REVIEW ONLY:

Attorney Review:

 N/A

RECOMMENDATION:

Move to adopt the proposed resolution approving the final plat for Rim Village Vistas Phase V Planned Unit Development (PUD) Subdivision and authorize the Chair to sign the final plat and all associated documents.

BACKGROUND:

See Staff Report

Attachment(s):

1. Staff Report
2. Master Plan
3. Final Plat
4. DRAFT Resolution
5. DRAFT Subdivision Improvement Agreement (SIA)



STAFF REPORT

MEETING DATE: August 16, 2016
TO: Grand County Council
FROM: Community Development Department
SUBJECT: Rim Village Vistas PUD Phase V, Preliminary and Final Plat

RECOMMENDED MOTION

Move to recommend approval final plat for Rim Village Vistas PUD Phase V.

BACKGROUND

This application is submitted by the property owner and project developer, Chuck Henderson (Applicant). The Applicant is requesting final plat review for Rim Village Vistas PUD phase V. This phase includes approximately 1.5 acres and consists of two buildings with eight units in each building (16 units in total). Final Plats are to be substantially the same as the Preliminary Plat.

Location

The project is accessed from Hwy 191 and Meador Drive to Village Drive. Village Drive and Meador Drive are dedicated county roads. Phase V units will be located off Red Valley Circle, a private road.

Zoning and Density

Rim Village Vistas PUD is split zoned Rural Residential (RR) and Multi-Family Residential-20 (MFR-20 a zone district in 2006). County Council has endorsed allowing mixed zone district densities. The Rim Village Vistas PUD Master Plan was approved in 2006 and provides for up to 196 units.

Master Plan, Approved Density		
Zone District	Acres	Units
MFR-20 (20/acre)	9.25	184
RR (1/acre)	12.47	12
Total:	21.72	196

Prior Approvals

The Master Plan divides the project into phases III-VII. Phases I and II were part of a separate planning process, final plat recorded in 2004.

Master Plan, Phasing		
Phase III	16 multi-family units	Final Plat, approved 2007
Phase IV	32 multi-family units	Final Plat, approved 2014
Phase V	16 multi-family units	Subject application

Phase VI-VII	1, 12-plex (12 units) 6, 12 unit townhomes (72 units) 2, 24 unit townhomes (48 units) 132 units	Future
Total:	196 UNITS	

Final Plat, Phase V development stipulations are as follows:

Development Stipulations	
Primary Use	residential
Accessory Use	normal & customary
Gross Acreage	1.5 acres
Proposed Units	16 multi-family units
Proposed Unit Size:	
corner unit	1,556 ft ²
interior unit	1,552 ft ²
Common Area	1.32 acres (32.84%)
Open Space	1.50 acres (37.30%)
Common Facilities	private streets, driveways, patios, recreation area
Building Height	28 ft (2 story)
Parking:	
	36 spaces (2 per unit, attached garage)
	4 guest spaces
	Total 36 spaces

FINAL PLAT

Master Plan

The Rim Village Vistas PUD Master Plan, dated June 6, 2006, was approved in May 2006 (Ordinance 430). The combined application conforms to the density and layout as vested in the master plan.

Water and Sewer

Water and sewer service is in the utility easement along the proposed Village Drive. Grand Water & Sewer Service Agency provided an approval letter (attached) indicating plans meet agency and state specifications, and that adequate water and sewer capacity exists to serve the project.

Utilities

The applicant has provided updated will-serve letters for electricity and gas (approved at Preliminary Plat).

Physical Constraints

The property is not in a floodplain and there is no other evidence of physical constraints.

Access

The applicant has complied with the County Engineer's recommendation for the interior roadway, Red Valley Circle, to be built to a private lane standard (44 foot right-of-way and 24 foot surface width). Village Drive is proposed 56' wide two lane road to be dedicated to the County when the final plat is recorded, roads will be recorded by deed.

Sidewalks and Trails

Sidewalks are proposed along both sides of Drive and Red Valley Circle. No internal trails are proposed.

Engineering

The contract engineer has reviewed Final Construction Plans and finds them acceptable.

Subdivision Improvements Agreement and Performance Guarantee

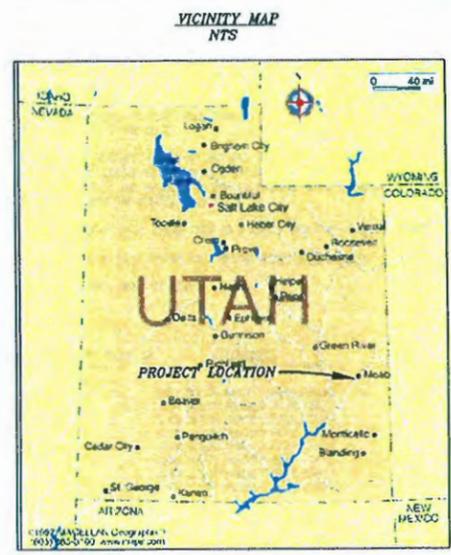
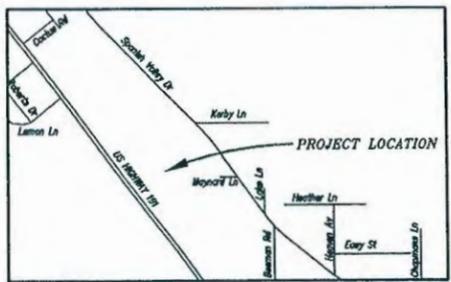
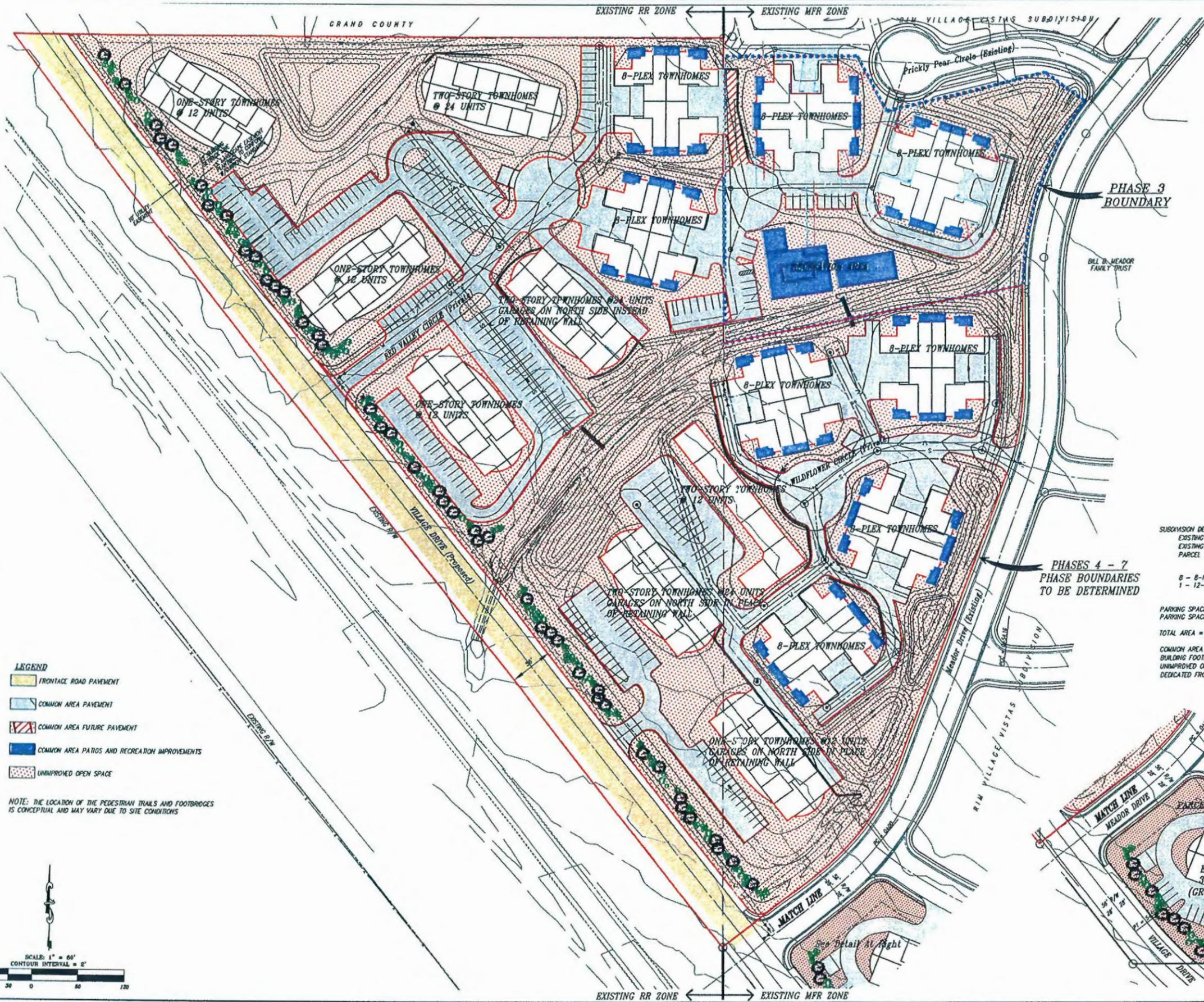
The engineer has reviewed and approved the cost estimate for required improvements in the amount of \$536,063.10, including contingency and warranty. A Subdivision Improvements Agreement and bond is required prior to scheduling for Council.

Homeowners' Association and CC&Rs

A Homeowners' Association has been established for the maintenance of roads, drainage, and open space. An addendum to the Covenants, Conditions, and Restrictions for the addition of this phase will be filed as part of final recordation, per the plat note.

Attachments

1. Project Master Plan
2. Final Plat Phase V
3. Horrocks Engineers Letter
4. GWSSA approval letter



SUBDIVISION DEVELOPMENT AREA - (348,141.42 SF) 8.02 ACRES @ 20 UNITS/ACRE = 160 UNITS
 EXISTING MFR ZONING AREA - (543,016.96 SF) 12.47 ACRES @ 1 UNIT/ACRE = 12 UNITS
 EXISTING RR ZONING AREA - (543,016.96 SF) 12.47 ACRES @ 1 UNIT/ACRE = 12 UNITS
 PARCEL 1 EXISTING MFR AREA - (53753.90 SF) 1.23 ACRES @ 20 UNITS/ACRE = 24 UNITS
COMBINED DENSITY TOTAL UNITS ALLOWED = 196

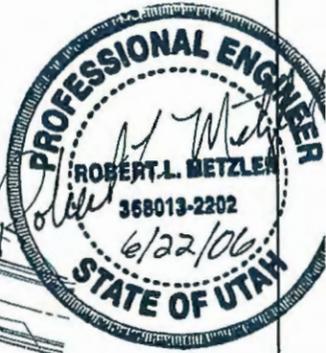
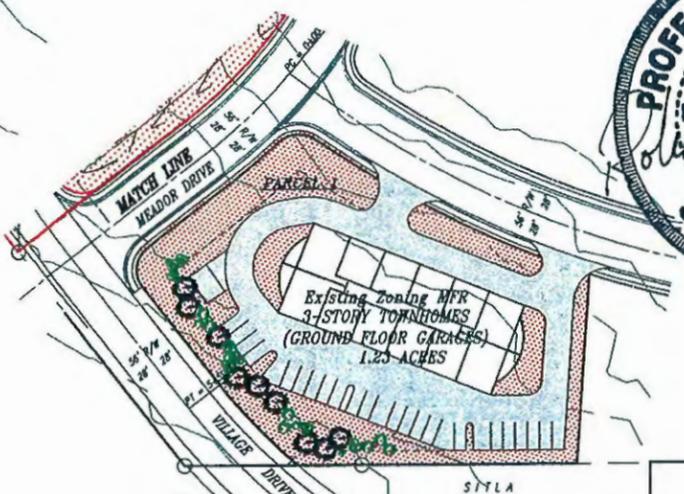
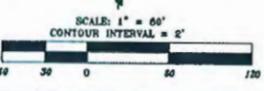
8 - 8-PLEX TOWNHOMES = 64 6 - 12 UNIT TOWNHOMES = 72
 1 - 12-PLEX TOWNHOMES = 12 2 - 24 UNIT TOWNHOMES = 48
COMBINED DENSITY TOTAL UNITS PROVIDED = 196

PARKING SPACES REQUIRED @ 2/UNIT = 392 SPACES
 PARKING SPACES PROVIDED = 188 GARAGE SPACES AND 234 OPEN SPACES = 422 SPACES

TOTAL AREA = (945,912.28 SF) 21.72 ACRES
 COMMON AREA INCLUDING PAVED ROADS & PARKING AND RECREATION IMPROVEMENTS = (248,354 SF) 5.7 ACRES (26.3%)
 BUILDING FOOTPRINT AREA = (221,936 SF) 5.0 ACRES (23.5%)
 UNIMPROVED OPEN SPACE = (392,920 SF) 9.0 ACRES (41.5%)
 DEDICATED FRONTAGE ROAD = (82,702 SF) 1.9 ACRES (8.7%)

- LEGEND**
- FRONTAGE ROAD PAVEMENT
 - COMMON AREA PAVEMENT
 - COMMON AREA FUTURE PAVEMENT
 - COMMON AREA PATIOS AND RECREATION IMPROVEMENTS
 - UNIMPROVED OPEN SPACE

NOTE: THE LOCATION OF THE PEDESTRIAN TRAILS AND FOOTBRIDGES IS CONCEPTUAL AND MAY VARY DUE TO SITE CONDITIONS



BY	DATE	REVISIONS
		DESCR.
		DESCR.
		DESCR.

DATE	MAY 2006	DRAWN	bb
SCALE	1" = 60'	CHECKED	rs
		APPROVED	HLB/RLM

ASMA SOUDER, MILLER & ASSOCIATES, 2101 SAN JUAN BLVD, FARMINGTON, NEW MEXICO 87401 TELE: 505-325-7535
 Albuquerque - Las Cruces - Santa Fe, NM
 Cortez, CO - Monticello, UT

RIM VILLAGE VISTAS PHASES 3 - 7
 HENDERSON BUILDERS LLC
 GRAND COUNTY, MOAB, UTAH

SKETCH PLAN
 MFR & RR COMBINED DENSITY ZONING

SKETCH PLAN SHEET 1 - 1 SHEET C-2A

Brian Souder Miller
 970-243-6067

**RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING RIM VILLAGE VISTAS PUD, PHASE V FINAL PLAT**

Resolution _____ 2016

WHEREAS, the Grand County General Plan (General Plan) was adopted by the Grand County Council on April 6, 2004, with Resolution #2654 and updated February 7, 2012, with Resolution #2976;

WHEREAS, the Grand County Land Use Code (LUC) was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Rim Village II, LLC, Chuck Henderson President (Applicant) submitted an application for Rim Village Vistas PUD, Phase V Final Plat;

WHEREAS, the subject property is zoned Multi-Family PUD. MFR-PUD, Phase V includes a total of eight (8) multi-family townhomes on 1.5 acres;

WHEREAS, the Grand County Council approved the Master Plan of Rim Village Vistas PUD, following a public hearing in 2006;

WHEREAS, the Grand County Council reviewed and approved Rim Village Vistas PUD Preliminary Plat, Phase V, at a public hearing on August 2nd 2016;

WHEREAS, the Grand County Council has considered all evidence and testimony presented with respect to the subject final plat.

NOW, THEREFORE, BE RESOLVED by the Grand County Council that it does hereby approve Rim Village Vistas PUD, Phase V Final Plat as follows;

1. Continued compliance with the County Engineers recommendations; and
2. Submission for signature by the County Council of the Subdivision Improvement Agreement; and
3. Posting of the required bond and financial guarantee to ensure completion of the required improvements, in the amount of \$462,204.39 approved by the County Engineer for Phase V of the subdivision.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in a regular public meeting on August 16, 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

GRAND COUNTY COUNCIL

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair

SUBDIVISION IMPROVEMENTS AGREEMENT

RIM VILLAGE VISTAS PHASE V PLANNED UNIT DEVELOPMENT SUBDIVISION

THIS AGREEMENT, dated this ____ day of _____, 2016, between the COUNTY COUNCIL OF GRAND COUNTY, UTAH (hereinafter referred to as "COUNTY") and Rim Village III, LLC, Charles Henderson (hereinafter referred to as "SUBDIVIDER").

WHEREAS, SUBDIVIDER has submitted to the COUNTY for approval and execution a final plat designated Rim Village Vistas Phase V Planned Unit Development and dated _____ hereinafter referred to as "the Plat" or "the Subdivision"); and

WHEREAS, the COUNTY has fully considered said plat, the proposed development and the improvements of the land therein and the effect on the neighboring properties by reason of the proposed development; and

WHEREAS, engineered subdivision improvements and construction plans and specifications (Required Improvements) have been submitted to the COUNTY and approvals have been received from all necessary and requested COUNTY referral agencies and consultants, or representatives, including, but not limited to:

1. Grand Water and Sewer Service Agency (GWSSA), pertaining to water and sewer system improvements;
2. Sunrise Engineering Inc., consultants to the GWSSA, pertaining to water and sewer system improvements;
3. State of Utah Health Department, Division of Drinking Water, pertaining to water system improvements;
4. Horrocks Engineers, consultants to the COUNTY, pertaining to the streets and roads, driveways, drainage and trail system improvements; and
5. Moab Valley Fire District; pertaining to fire protection issues.

WHEREAS, the COUNTY is willing to approve and execute said plat upon the agreement of the SUBDIVIDER to the matters hereinafter described subject to any conditions established by the County Council, and subject to all requirements, terms and conditions of the *Grand County Land Use Code* except as modified by this plat approval, and subject to the *Grand Construction Standards* and other applicable laws, rules and regulations; and

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

WHEREAS, it is further mutually acknowledged that the COUNTY is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed to by the SUBDIVIDER, and in that regard the Statutes of the State of Utah pertaining to COUNTY planning and the existing ordinances of Grand County, State of Utah, pertaining to Subdivision Improvements Agreements provide that the collateral used as security for the construction of the agreed upon Required Improvements may include cash, bond, irrevocable letter of credit, or other collateral acceptable to the County Council; and

WHEREAS, SUBDIVIDER has submitted and the COUNTY has agreed to accept Surety Bond issued by Lexon Insurance Company as the form of collateral to guarantee the Required Improvements, as specified in Subdivision Plans for Rim Village Vistas Phase 5 and Subdivision Plans for Rim village vistas Phase 5 Access Road Project, dated June 2016, which is incorporated herein by this reference.

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

IMPROVEMENTS TO BE COMPLETED

SUBDIVIDER agrees to construct the Required Improvements as specified in Subdivision Plans for Rim Village Vistas Phase 5 and Subdivision Plans for Rim Village Vistas Phase 5 Access Road Project, dated June 2016, consistent with the requirements of the County Council, the *Grand County Land Use Code*, and the *Grand Construction Standards* and other applicable laws, rules and regulation.

COLLATERAL

In order to secure the Required Improvements to be completed by the SUBDIVIDER, and so long as, and to the extent that, Required Improvements to service a particular lot or lots remain unfinished, the SUBDIVIDER agrees to guarantee such performance of the unfinished Improvements with a Surety Bond issued by Lexon Insurance Company to 100 percent of the cost of such unfinished Required Improvements, plus a collateral overage of 25 percent of the cost of such unfinished Required Improvements.

RELEASE OF SURETY BOND

If and to the extent that the SUBDIVIDER provides another form of collateral acceptable to the COUNTY at the date of this Agreement, such as cash, bond, or other collateral, the guarantee may be partially or fully released.

In addition, from time to time, as the Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the cash, bond, or other collateral, the letter of credit guarantee or substitute collateral. Each collateral release request shall be summarized on the County's Collateral Release Form and must show, or include the following:

1. Dollar amount of (original) collateral guarantee,
2. Improvements completed, including dollar value,
3. Improvements not completed, including dollar value,
4. Amount of (all) previous releases,
5. Amount of collateral guarantee requested released,
6. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
7. Reasonable fee, if the COUNTY requires any, to cover the cost of administration and inspections.

Upon receipt of the application, the COUNTY, or its agent, shall inspect the Required Improvements, both those completed and those uncompleted. If the COUNTY determines from the inspection that the Required Improvements shown on the application have been completed,

as provided herein, a portion of the collateral supporting the commitment guarantee shall be released. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the total amount of the collateral:

1. Less, 100 percent of the costs of the Required Improvements not completed; and
2. Less, any collateral overage (25%) that is applicable to the costs of the Required Improvements not completed.

Prior to the final collateral release and acceptance of the subdivision by the County, the SUBDIVIDER shall furnish a good and sufficient maintenance bond in the amount of 10 percent of the contract price for the Required Improvements with a reputable and solvent corporate surety in favor of the County, to indemnify the County against any repairs that may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of 2 years from the date of final acceptance of the entire project.

TIME OF COMPLETION

SUBDIVIDER agrees to complete the Required Improvements within 36 months, from the date of execution of this Agreement.

The COUNTY may, at their discretion, extend the completion dates for the Required Improvements. Both the COUNTY and SUBDIVIDER shall sign any such extension.

DEFAULT

The following conditions, occurrences, or actions will constitute default by SUBDIVIDER;

1. Failure to commence construction of any part of the Required Improvements within 9 months from the date of the execution of the Agreement.
2. Failure to complete the Required Improvements materially consistent with the approved engineering plans and specifications as part of this Plat, or any approved changes of such plans and specifications.
3. Failure to complete the Required Improvements within the stated or extended times for completion.
4. The appointment of a receiver for the SUBDIVIDER or the filing of a voluntary or involuntary petition in bankruptcy respecting the SUBDIVIDER.
5. COUNTY determines that the letter of credit, bond, cash, deed of trust, or other collateral, either will terminate, will lapse, or be withdrawn, prior to the actual and substantial completion of the Required Improvements.

REMEDIES

In the event of default, the COUNTY may draw on (withdraw funds from) the commitment guarantee. The COUNTY will have the right, but no obligation, to complete the Required Improvements itself or contract with a third party for completion, and the SUBDIVIDER hereby warrants that in the event of default, the COUNTY, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the subdivision for the purposes of construction, maintaining, and repairing such Required Improvements. Alternatively, the COUNTY may assign the proceeds of the guarantee to a subsequent SUBDIVIDER or lender who has acquired the Subdivision, or a portion thereof, by purchase, foreclosure, or otherwise who will then have the same rights of completion as the COUNTY, if and only if, the subsequent SUBDIVIDER or lender agrees in writing to complete the unfinished Required Improvements.

COLLATERAL PROCEEDS

In the event of a default, collateral proceeds shall be utilized as follows:

- 1. All collateral proceeds must be applied to the unfinished Required Improvements.
- 2. Any excess collateral proceeds after completing the Required Improvements are payable to the SUBDIVIDER.
- 3. The COUNTY has no obligation to utilize any funds, other than the collateral proceeds, to complete any of the Required Improvements.

RECORDING

After receiving approval of the Plat, SUBDIVIDER shall record this Agreement with the Recorder of Grand County, Utah.

MISCELLANEOUS

- 1. This agreement is binding upon and inure to the benefit of the heirs, representatives, transferees, successors, and assignees of the parties.
- 2. The paragraph headings are descriptive only and neither implies nor limits the substantive material.
- 3. The failure to enforce or the waiver of any specific requirements or parts of this Agreement by either party shall not be construed as a general waiver of this Agreement.
- 4. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement remain in effect.
- 5. SUBDIVIDER is not an agent or employee of the COUNTY.

GRAND COUNTY COUNCIL

SUBDIVIDER

Elizabeth Tubbs, Chair

Rim Village III, LLC
Charles Henderson, Principle

ATTEST:

Diana Carroll, Clerk/Auditor

State of Utah)
)
County of Grand)

Subscribed and sworn to before me on this _____ day of _____, 2016 by

_____.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016
 Agenda Item: I

TITLE:	Adopting proposed resolution approving an amendment to Lot 18 of All American Acres Subdivision
FISCAL IMPACT:	none
PRESENTER(S):	Community Development Department Representative

Prepared By:

 Mary Hofhine,
 Community
 Development
 Department

RECOMMENDATION:
 Move to adopt the proposed resolution approving the Amended Plat of Lot 18 All American Acres Subdivision and authorize the Chair to sign all associated documents.

BACKGROUND:
 See Staff Report

FOR OFFICE REVIEW ONLY:

Attorney Review:

 None requested

Attachment(s):
 Staff Report
 Amended Plat of Lot 18 of All American Acres
 Proposed resolution
 approval of utilities and Fire Department
 Horrocks Letter dated July 28, 2016



STAFF REPORT

MEETING DATE: August 16, 2016
TO: Grand County Council
FROM: Planning Staff
RE: **Amended Plat of Lot 18 of All American Acres**

Staff Recommendation

Approve

Planning Commission Recommendation

The Grand County Planning Commission reviewed the referenced application in a public hearing on May 11, 2016 and forwarded a favorable recommendation to the County Council subject to the County Engineer approval of the drainage plan. The County Engineer sent a letter dated July 28th (attached), approving the revised drainage.

BACKGROUND

The Applicants, Alice and Greg McKennis, are requesting approval of a 4-lot subdivision in All American Acres (a platted subdivision). The subject property consists of approximately 5 acres and is zoned Rural Residential (RR) located at 4235 Heather Lane. The project is in compliance with the maximum density requirement of 1 unit per acre. Additionally, the project meets dimensional standards for single-family detached housing. Two lots are flag lots with a 20 foot access and not more than 250 foot in length. Lot 2 is improved with single-family dwelling unit and approved accessory uses, proposed Lots 1, 3, and 4 are vacant and currently irrigated agricultural land.

APPLICABLE LUC

Replats

Division of land within a platted subdivision shall be subject to the requirements of preliminary and final plat (LUC Sec. 9.9).

Preliminary Plat Review

The applicant submitted the following supporting materials:

- a) Boundary Lines and Bearings – *(on the plat)*
- b) Adjacent Subdivisions – *(property is located within All American Acres (a platted subdivision) and adjacent to White Horse subdivision)*
- c) Intersecting Streets – *(on the plat)*
- d) Proposed Streets, Alleys and Easements - *(on the plat)*
- e) Proposed Blocks, Lots and Parks - *(on the plat)*
- f) Contours - *(there are no topographical issues)*
- g) Subdivision Title and Planner - *(on the plat)*
- h) Dedicated Parks, Playgrounds and Other Public Uses – *(not applicable)*
- i) Scale, North Point - *(on the plat)*
- j) Drainage Report – *(County Engineer was provided a report, no response at this time)*
- k) Protective Covenants – *(not applicable)*
- l) Proposed Land Uses - *(on the plat)*
- m) Vicinity Map - *(provided)*
- n) Application Fee – *(paid)*
- o) Preliminary master plan *(not applicable)*

All plats and subdivision of land must conform to Article 7 Subdivision Standards:

Building Lots

Finding = Proposed Lots meet the dimensional requirements of the RR zone district for single-family housing / 1 acre minimum lot area. Lot 1 and 2 are flag lots and shall meet the following requirements: (1) has 20 ft. of frontage on a dedicated public street, (2) the "handle" portion of the lot is at least 20 ft. in width and not more than 250 ft. in length, and (3) the body of the lot meets the lot area and lot width requirements of the underlying RR zone. The plat will reflect compliance.

Streets

Finding = All have frontage on Heather Lane an existing County Road. Heather Lane is a 66 ft. County right-of-way. No additional frontage is required to be dedicated.

Sidewalks and Trails

Subdividers are required to build sidewalks in residential districts where the average lot size is greater than .5 acres.

Finding = The average lot size is greater than .5 acres. Sidewalks are not required

Easements

Finding = all necessary easements have been granted.

Drainage

Finding = The County Engineer has been provided the drainage plan and we are waiting on his report. necessary.

Street Lighting

Finding = Street lighting is not required.

Water and Sewer, Utilities, and Fire

Finding = The Applicant has provided utility signatures indicating adequate plat easements and continued commitment to serve and approval by the Fire Chief.

Final Plat Review

Final plats are required to display the following information:

- a) Control Points; Acres- *(done)*
- b) Boundary Lines and Bearings- *(done)*
- c) Streets - *(done)*
- d) Easements - *(done)*
- e) Lot and Block - *(done)*
- f) Building Lines- *(existing structures are illustrated on the plat)*
- g) Monuments- *(done)*
- h) Adjacent Land- *(done)*
- i) Surveyors Certificate and Legal Description - *(done)*
- j) Approval Certification Block- *(done)*
- k) Title, scale, street intersections, plat id - *(done)*
- l) Dedication Certificate - *(on the plat)*

Payment for Installation Costs

Finding = All required improvements are already in place. Accordingly, a subdivision improvements agreement, cost estimate, and financial guarantee are not required. Additionally, the applicant is not proposing a Home Owners Association, therefore, Covenants, Conditions, and Restrictions (CC&R) are not required.

CONCLUSION

Staff recommends approval of the minor subdivision and Plat Amendment of Lot 18 of All American Acres the

County Engineer has approved the drainage.

AMENDED PLAT OF LOT 18 OF
ALL AMERICAN ACRES SUBDIVISION
IN SECTION 26,
TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN

Surveyor's Certificate

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the state of Utah and that I hold license no. 7540504. I further certify that a land survey was made of the property described below, and have subdivided said tract of land into lots and streets hereafter to be known as AMENDED PLAT OF LOT 18 OF ALL AMERICAN ACRES SUBDIVISION and that same has been correctly surveyed and staked on the ground as shown on this plat.

Boundary Description

All of Lot 18, All American Acres Subdivision as recorded in the office of the Grand County Recorder, being more particularly described as follows: Beginning at the southwest corner of said Lot 18, said point being North 64°09'52" East 1461.81 feet from the West Quarter corner of Section 26, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 0°38'30" West 673.65 feet to the northwest corner of said Lot 18; thence South 89°46'18" East 325.96 feet to the northeast corner of said Lot 18; thence South 0°38'30" East 674.88 feet to the southeast corner of said Lot 18; thence North 89°33'22" West 325.98 feet along the North right of way line of Heather Lane to the point of beginning.

Contains 219,759 sq. ft. OR 5.04 acres.

Date _____ Lucas Blake
License No. 7540504

OWNER'S DEDICATION

Know all men by these presents that _____, the _____ undersigned owner() of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as the

AMENDED PLAT OF LOT 18 OF ALL AMERICAN ACRES SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 2016.

ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 2016 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF UTAH, THE SIGNER() OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____

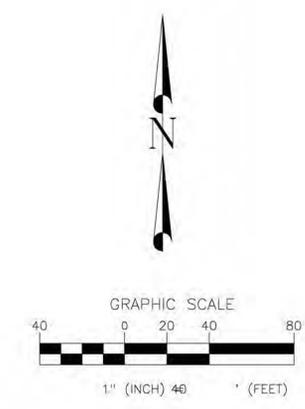
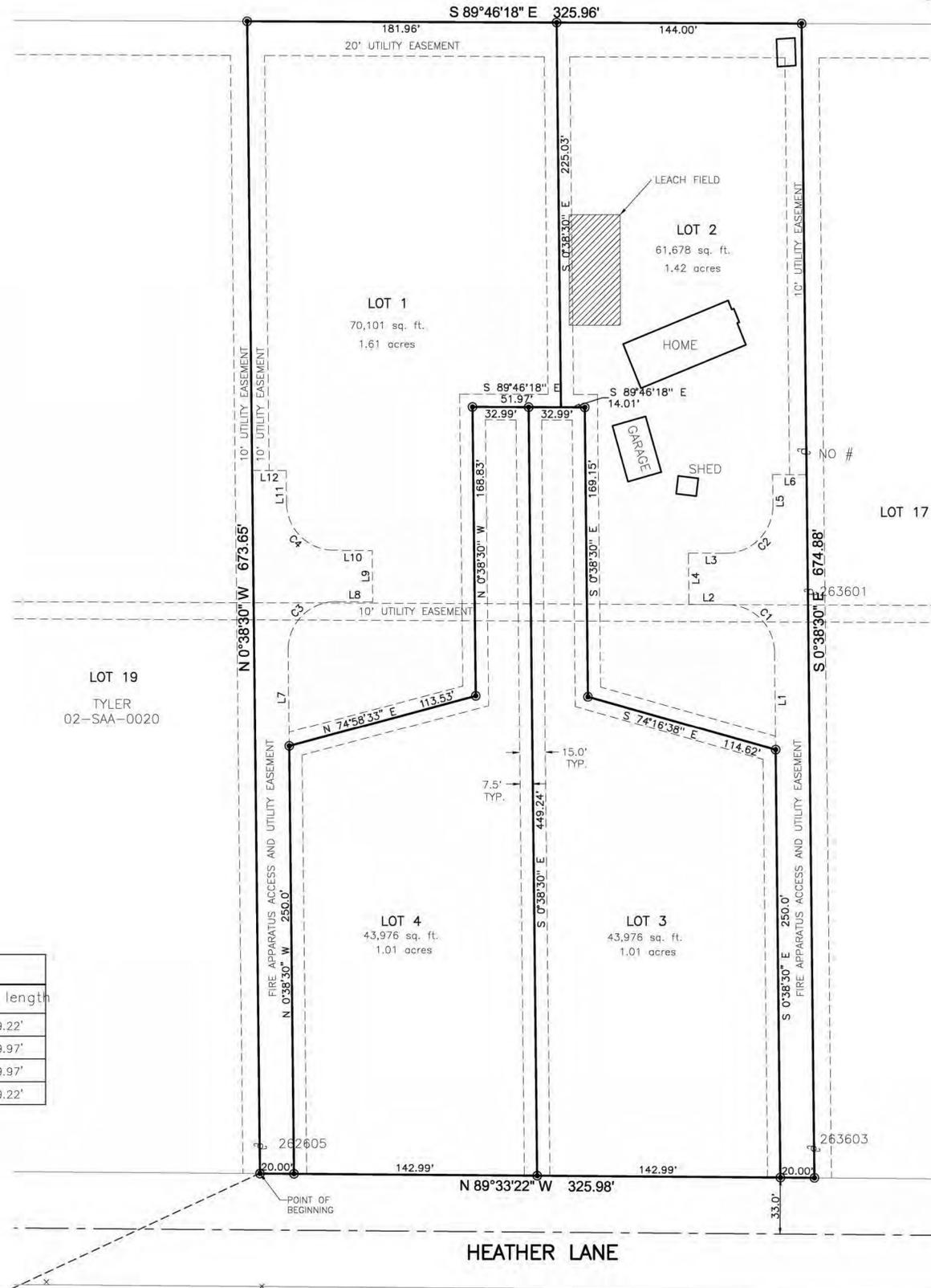
NOTARY PUBLIC RESIDING IN _____

Narrative:

The purpose of this re-plat is to divide the original Lot 18 of All American Acres Subdivision into four (4) new lots. The overall boundary of the four lots is the same as the original Lot 18 as shown hereon.

Line #	Direction	Length
L1	N 0°38'30" W	56.69'
L2	N 89°33'22" W	22.53'
L3	S 89°33'22" E	21.48'
L4	N 0°38'30" W	30.00'
L5	N 0°38'30" W	17.79'
L6	S 89°33'22" E	20.00'
L7	N 0°38'30" W	56.15'
L8	S 89°33'22" E	21.48'
L9	N 0°38'30" W	30.01'
L10	N 89°33'22" W	22.54'
L11	N 0°38'30" W	18.85'
L12	N 89°33'22" W	20.00'

Curve #	Radius	Length	Delta	Chord	Ch. length
C1	28.00'	43.45'	88°54'52"	N 45°05'56" W	39.22'
C2	28.00'	44.51'	91°05'08"	N 44°54'04" E	39.97'
C3	28.00'	44.51'	91°05'08"	N 44°54'04" E	39.97'
C4	28.00'	43.45'	88°54'52"	N 45°05'56" W	39.22'



- LEGEND**
- Existing Fire Hydrant
 - Property Corner
 - Section Corner Monument
 - Utility Easement around each lot as shown

WEST QUARTER CORNER SECTION 26, T26S, R22E, SLB&M (FOUND MONUMENT)

LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 26 SOUTH RANGE 22 EAST SALT LAKE BASE & MERIDIAN



Project	059-15
Date	3/4/16
Sheet	1 of 1

COUNTY ENGINEERS APPROVAL
APPROVED BY THE GRAND COUNTY ENGINEER THIS _____ DAY OF _____, 2016.

COUNTY COUNCIL APPROVAL
PRESENTED TO THE GRAND COUNTY COUNCIL THIS _____ DAY OF _____, 2016.
SUBDIVISION APPROVED, _____ COUNTY CLERK
CHAIRMAN, GRAND COUNTY COUNCIL

COUNTY RECORDER NO.
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____ DATE _____ BOOK _____ PAGE _____ FEE _____ COUNTY RECORDER

RESOLUTION _____ 2016

**RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING AN AMENDMENT TO
LOT 18 ALL AMERICAN ACRES**

WHEREAS, Alice K. McKennis and Kendra C. Ward (hereinafter referred to as "Applicant"), submitted an application for the amended of Lot 18 All American Acres Subdivision a parcel of land in Section 26, T26S, R22E, SLB&M, Grand County, Utah more specifically described as follows:

Beginning at the southwest corner of said Lot 18, said point being North 64°09'52" East 1461.81 feet from the West Quarter corner of Section 26, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 0°38'30" West 673.65 feet to the northwest corner of said Lot 18; thence South 89°46'18" East 325.96 feet to the northeast corner of said Lot 18; thence south 0°38'30" East 674.88 feet to the southwest corner of said Lot 18; thence North 89°33'22" West 325.98 feet along the North right of way line of Heather lane to the point of beginning. Contains 219,759 sq. ft. or 5.04 acres.

WHEREAS, All American Acres Subdivision Lot 18, a Parcel of Land in Section 26, R26S, R22E, SLB&M is zoned Rural Residential (RR) as defined in the Land Use Code;

WHEREAS, the Applicant submitted an application seeking to develop the subject property into four (4) lots;

WHEREAS, the application is being processed in accordance with the requirements of *Land Use Code Sec. 9.9.1 Replats and Exemption plats*, the proposed amended plat is fully compliant with applicable requirements;

WHEREAS, the applicants have applied for a drainage study waiver, pursuant to Grand Construction Standards. Grand County's contract engineer determined the request for drainage plan waiver is reasonable and a full drainage study is not necessary;

WHEREAS, the Grand County Planning Commission reviewed the application at a public hearing on May 11, 2016 and recommended approval with the condition that the County Engineer approve the drainage waiver; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application in a public meeting on August 16, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve Amended Plat of Lot 18 All American Acres Subdivision, as proposed.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016, by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Council

ATTEST:

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair



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.)
Vacant (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
Rick Thompson

MEMORANDUM

TO: Mary Hoffine
FROM: Mark Sovine
SUBJECT: 4235 Heather Lane
DATE: January 28, 2016
CC: Greg McKennis

M/S

Mary,

GWSSA has reviewed the will serve request for 4235 Heather Lane and has available capacity for four new residential units.

The house located on Lot 3 is not connected to GWSSA water or sanitary sewer at this time. The property owner requested that the original home be allowed to remain on well and septic. GWSSA will refer to the County Sanitarian, Orion Roberts to make that determination. The house located on Lot 1 is already connected to GWSSA water and sewer.

Lot 2 shall connect via the new driveway west of Lot 4. Lots 4 and 5 will connect directly onto Heather Lane. Lot 3 will connect via the driveway to the east.

GWSSA will require no easements as a condition of approval for the amended plat.

1.01 acres

1.01 acres

142.99'

142.99'

20.00'

N 89°33'22" W 325.98'

33.0'

S 0°38'30" E

FIRE APP

HEATHER LANE

LEGEND



Existing



Property



Septic



Utility

Phillip Mosher / Chief 4-15-16
Moab Valley Fire Dep.

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER TH

____ DAY OF _____, 2016



Questar Gas Company
2450 S Hwy 191
Moab, UT 84532

February 1, 2016

Greg McKennis
1270 Rd 240
Glenwood Springs, CO 81601

Dear Developer:

Re: Natural Gas Service Availability Letter

Natural gas can be made available to serve the future development located at 4235 Heather Lane in Moab, Utah when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, homes, building).
2. Review and analysis by Questar Gas' Engineering and/or Pre-Construction Department to determine load requirements. System reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Questar Gas' review of the development's natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance.

To accommodate your construction schedule and provide cost estimates to you, please contact Monica Skowbo, 435-719-2491 at your earliest convenience.

Sincerely,

Shelley Fenn
Manager, Eastern Region

2162 West Grove Parkway
Suite #400
Pleasant Grove, Utah 84062
www.horrocks.com



Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

July 28, 2016

Mary Hofhine, Development Coordinator
Grand County
125 E. Center
Moab, Utah 84532

Subject: Lot 18 All American Acres – Request for Drainage Plan Waiver

Dear Mary:

I have reviewed the revised and submitted documents dated May 17, 2016 and the request for a waiver of providing a drainage report for the Lot 18 All American Acres subdivision. Per Grand County Construction Standards Section 2.E requirements for a Waiver of Drainage Study and information submitted is listed below:

Sec. 2.E. Waiver of a drainage study requirements

1. A waiver of the drainage Study requirements will be considered when the following conditions exist:
 - a. The amount of impervious surface will not be increased to more than 15 percent of the lot area and is less than 7,000 square feet. – Response: The applicant has revised the plan so that no more than 7,000 square feet of impervious surface will be constructed per lot. This condition has been met.
 - b. The site is not characterized by unusual topography of drainage patterns. – Response: Review of the site and existing topography do not characterize any unusual drainage patterns. Topo map submitted
 - c. The site does not lie within the boundaries of the 100 year floodplain or other significant floodplain or floodway. – Response: The preliminary FEMA Flood Plain Map has been prepared by Bowen and Collins Assoc. The mapping indicates that the subdivision is not within the 100 year flood plain.

Upon review of the submitted documents and submitted information the conditions have been met to grant a waiver of the requirement for a drainage study. The request for drainage plan waiver is granted. This subdivision creates 3 additional new building lots.

This review was for the waiver of drainage report and does not include a review of any other code requirement as they were not part of the information submitted.

Please contact me if you have questions or need more information.

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in blue ink, appearing to read "David Dillman", with a stylized flourish at the end.

David Dillman, P.E.
Principal

cc: File

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
August 16, 2016**

Agenda Item: J

TITLE:	Adopting proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code
FISCAL IMPACT:	Net positive
PRESENTER(S):	Community Development Department Representative

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

Move to adopt the proposed ordinance to amend Section 3.2.3 "Bed and Breakfasts" of the Grand County Land Use Code and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

Bed and breakfasts represent unique land uses within Grand County's residential zone districts. The attached staff report and proposed ordinance outline several changes to the LUC in order to address noted adverse impacts, clarify aspects of the land use, establish a land use permit and associated fee, and detail the administrative review process. Planning commission reviewed the referenced draft ordinance in a public hearing on June 21, 2016.

ATTACHMENT(S):

1. Proposed Draft Ordinance
2. Citizen comment(s)

GRAND COUNTY, UTAH
ORDINANCE NO. _____, SERIES 2016

AMENDING USE SPECIFIC STANDARD
SECTION 3.2.3 D. BED AND BREAKFAST
OF THE GRAND COUNTY LAND USE CODE

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Grand County desires to amend *Use Specific Standard Section 3.2.3 D. Bed and Breakfast* of the *Grand County Land Use Code* by addressing adverse impacts associated with the use;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on June 22, 2016, at which time the Planning Commission recommended approval;

WHEREAS, the County Council considered this item in a public hearing held on August 2, 2016; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the amendment and has determined subsequent to said public hearing that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, THAT the Land Use Code is hereby amended by the repeal and re-enaction of *Use Specific Standard, Section 3.2.3 D. Bed and Breakfast*, to read as follows;

D. Bed and Breakfast

Bed and breakfast establishments shall comply with the standards of this section:

1. Applicant shall submit a site plan drawn to scale and clearly show the location and dimensions of existing and proposed structures, parking, access ways including driveways, and outdoor lighting.
 - a. Bed and breakfast site plans shall be reviewed and approved by the building official, fire department, GWSSA, and health inspector.
2. There shall be a minimum perimeter separation of three hundred (300) feet between principal residential structures in all approved bed and breakfasts.
3. Lodging and breakfast may be provided for temporary overnight occupants in no more than 5 separate bedrooms for compensation. Guests may only occupy rooms that are designated as bedrooms in the residential construction plan.
 - a. All guest rooms shall be located in the principal structure.
4. A full-time, on-site resident manager shall reside in the principal structure.
5. Bed and breakfast facilities shall meet the minimum performance standards for off-street parking as specified in Section 6.1, including reasonably expected extraordinary parking demands.
 - a. On-street parking by bed and breakfast guests is expressly prohibited;
 - b. Driveways and other access ways to the principal structure do not satisfy the off-street parking requirements for bed and breakfast guests.
6. One (1) sign shall be allowed, in accordance with the requirements of Section 6.5, Signs, of this LUC;

7. A restricted use covenant, provided by the Community Development Department, shall be signed and recorded by the owner prior to issuance of a business license for a bed and breakfast.
8. The zoning administrator may revoke a bed and breakfast permit if it is determined that:
 - a. The applicant has misrepresented any material fact on his or her application, or supporting materials;
 - b. The bed and breakfast fails or ceases to comply with applicable standards, conditions or criteria for issuance of a permit;
 - c. The operation of the bed and breakfast violates any statute, law, ordinance or regulation; and/or
 - d. The operation of the bed and breakfast constitutes a nuisance or poses a real or potential threat to the health, safety or welfare of the public.

BE IT FINALLY ORDAINED BY THE COUNTY COUNCIL that *Grand County Land Use Code Article 9 Common Procedure Section 9.1.5 Summary of Land Use Authority* is hereby amended by the addition of *Overnight Accommodations/Short Term Rentals* and *Bed & Breakfasts* to the list of Land Use Authority use review procedure as follows:

9.1.5 Summary of Land Use Authority

Land use authority for the respective land use review procedures is described below

SUMMARY OF LAND USE AUTHORITY		
Application Type	Land Use Authority	Reference
Interpretations of Text and Zoning Map	Zoning Administrator	Section <u>9.2.8</u>
Zoning Map (Rezoning) and Text Amendments	County Council	Section <u>9.2</u>
Sketch Plan	Planning Commission	Section <u>9.3</u>
Preliminary Plat	Planning Commission	Section <u>9.4</u>
Final Plat	County Council	Section <u>9.5</u>
Minor Record Surveys	Zoning Administrator	Section <u>9.7</u>
Recreational Subdivisions	County Council	Section <u>9.8</u>
Replats and Exemption Plats	County Council	Section <u>9.9</u>
Lot Line Adjustments	Zoning Administrator	Section <u>9.10</u>
Conditional Use Permits	County Council	Section <u>9.11</u>
Appeals of Administrative Decisions	Hearing Officer	Section <u>9.13</u>

Variances	Hearing Officer	Section 9.14
Variances (in conjunction with Subdivision Review)	County Council	Section 9.14
Sign Permits	Zoning Administrator	Section 9.15
Temporary Use Permits	Zoning Administrator	Section 9.16
Site Plan Reviews	Zoning Administrator	Section 9.17
Zoning Development Permits	Zoning Administrator	Section 9.18
Building Permits	Building Official	--
Certificates of Occupancy	Building Official	Section 9.19
Overnight Accommodations/Short-term Rentals	Zoning Administrator	Section 4.6
Bed & Breakfasts	Zoning Administrator	Section 3.2.3

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chairman

Bryony Chamberlain

From: Diane <moab3mutts@hotmail.com>
Sent: Thursday, August 04, 2016 4:14 PM
To: Grand County Council
Subject: Affordable housing issues

I would like to comment on this, as reported in the Times Independent, "the proposed amendment In addition to prohibiting on-street parking by guests and establishing a 300-foot boundary between bed and breakfast establishments...."

One question, though: Are AirBnB rentals considered "bed and breakfast establishments?"

1) Prohibiting street parking is no answer.

Many many people on my street (Arbor Drive, county not city) park on the street. One in particular parks on the inside curve, and sometimes there are cars parked on the opposite side of the street (some being residents, some being AirBnB renters); this makes for a very dangerous situation when another car goes around that curve.

I have a relatively new AirBnB rental next door to me. If people are not allowed to park on the street, they will be parking on the owner's property - which is not designated as a driveway and is much closer to my property. I've even had cars pull up next to their house and my fence to get shade in the afternoon. I (somewhat jokingly) asked the property owner if, when someone hit my fence (6' vinyl) - which is extremely likely, as there is very little clearance - if they would fix it. Of course, he said yes. I subsequently purchased some reflectors to put on the fence, as I'm sure it's just a matter of time before this happens. Sure, maybe they'll fix it; but it was installed by a company in Grand Junction....going to be a long time in fixing when that time comes. Parking on the street would eliminate this potential problem.

I don't see that this is going to solve much in the way of overnight rental problems.

2) The 300-foot boundary is only going to prohibit, in most cases, establishments from being right next door to each other. From one house, skipping one house, to the next is easily 300 feet in many neighborhoods. I would prefer to see a restriction on how many such rentals could exist on, say, the length of a block (realizing that many blocks are different lengths).

Again, a quote from the T-I:

"Currently, bed and breakfasts need only a business license..."

3) Is the county actually enforcing this? Do all the AirBnB rentals actually have business licenses?

All that said (and I would appreciate answers to my questions), I am totally in support of whatever can be done to encourage affordable housing - not overnight rentals in a residential neighborhood!

Thank you for your time.

Diane Allen

Bryony Chamberlain

From: Cali Cochitta B&B <info@moabdreaminn.com>
Sent: Tuesday, July 12, 2016 9:54 PM
To: Grand County Council; zlevine@grandcountyutan.net
Subject: B&B's in the county

To whom this may concern,

We are very concerned B&B owners that are very frustrated with the county allowing B&B's to go up anywhere and everywhere in county residential areas. As for the proliferation of B&Bs in the County, We've heard concerns echoed by many other people also. Do you know what the County Community Development plan is to stop the over growth of B&B license permits being issued and also some that are pretending to be a B&B but doing nightly rentals? As well there is not a quality control standard in place to monitor these places which in turn gives reputations of staying at B&B's (legitimate hard working businesses) a bad name.

Kindly,
David & Kim Boger
Cali Cochitta B&B

Bryony Chamberlain

From: george weil <georgeredmoon@gmail.com>
Sent: Thursday, August 11, 2016 11:35 AM
To: Grand County Council; Desert Hills B&B, Moab Utah; Lisa De Rees
Subject: New proposed regulations for Bed and Breakfasts, and nightly rentals.

Dear Council Members,

I respectfully request that the discussion of the proposed regulation changes for Bed and Breakfasts remain open.

I saw in the Times Independent the proposed changes to regulating Bed and Breakfasts. There was a public meeting on August 2, and the public was given until August 10, 5pm to respond. It seems very unfair that the public response period was so short. The Times-Independent indicated there was "little discussion" regarding land use permit requirements. Something this major needs public input. I have numerous questions:

What prompted these proposed changes? How many regulations have been violated, and how many complaints have been received? I have not heard of any issues in regards to Bed and Breakfasts. Being a BnB owner, I know from experience that our guests are almost always thoughtful and considerate.

Why is it necessary to have additional oversight?

And why the onerous fee of \$500?

My property taxes went up \$1500 after I opened, and I sent in over \$11000 in transient room tax/sales tax last year, my first year open. I have certainly generated money for the county.

And what about the 300ft boundary? I don't think Levine is grounded in realty when he suggested that, "you could end up with a neighborhood block that's all bed and breakfasts."

Many residents of Moab and Grand County struggle to survive with multiple jobs. Renting out rooms is the only way many can survive financially. Why hit people in survival mode a penalty of \$500 annually Levine said, "given the profit potential associated with them". Talk with the BnB owners. We all work hard to survive, with little time off in the season. These are not "cash cows". We are in survival mode.

Kind Regards,

George Weil

Red Moon Lodge

2950 Old City Park

Moab, Utah 84532

512-565-7612

redmoonlodge.com

Bryony Chamberlain

From: Moabdreaminn <info@moabdreaminn.com>
Sent: Thursday, August 11, 2016 8:45 PM
To: Grand County Council
Subject: Question about the B&B & nightly rental \$500.00 annual fee

We read the information in the Times Independent. Is this \$500.00 fee you are voting on for County B&B's and nightly rentals or does this include City locations also?

Kim Boger
Cali Cochitta B&B
(435)259-4961
info@moabdreaminn.com
www.moabdreaminn.com

Bryony Chamberlain

From: Lisa De Rees <lisa.derees@gmail.com>
Sent: Thursday, August 11, 2016 9:48 PM
To: Elizabeth Tubbs; Jaylyn Hawks; Mary McGann; Chris Baird; Grand County Council
Subject: Land use for Bed and Breakfasts

Dear Elizabeth, Jaylyn, Mary, Chris, Ken, Lynn, and Rory,

This was brought to my attention today on short notice between August 2, 2016 and 9 days later, just before a vote.

Last year I discovered I qualified for a Bed and Breakfast License in my neighborhood. I took all the necessary steps to be licensed and registered. In the application I was instructed to agree that I would provide off street parking. I list **one** room in my home and I have two spaces for off street parking. Myself, I park in the garage.

As a single parent raising two sons, living in Moab for 22 years, working several service jobs, (currently I have 4 part time jobs) and no benefits, I still struggle to make ends meet. The opportunity to legitimately offer **one** room and call it a bed and breakfast has saved my life. I was ready to pack up my bags, sell my home and move to some other place, with no job, in a new community at age 54. My income has been below the median household since I moved here in 1994. I have managed this far and the bed and breakfast license affords me an opportunity to keep up with the necessary repairs and maintenance on my 14 year old home. I am much happier knowing I can stay in Moab and not have to move away from friends and family. I do my best to live within my means and I am grateful, everyday, I have some extra income from the **one** room. This is not a get rich business.

I feel your proposed land use code change is **very unfair**. I feel that bed and breakfasts are being singled out and Mr. Levine is making an assumption about the profit potential. I am compliant with the off street parking. All the homes around me are single and multi family homes, and some have as many as 4 or more cars parked in the street per dwelling. Who regulates them to preserve the neighborhood I live in?

How will requiring a \$500 land use permit help encourage affordable housing if it is going to be used to enforce off street parking?

This year I will be paying approximately 25% more property taxes, plus paying transient room tax and sales tax as a business owner. This is not a get rich business.

I feel very blessed to live in Moab this long, as the longest place I have ever lived. This is my home and hope you will consider a different source of revenue to encourage affordable housing and not single out bed and breakfasts.

Thank you for listening.

Lisa De Rees
Bed & Breakfast On Pack Creek, LLC
435-260-9678

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
August 16, 2016**

Agenda Item: K

TITLE:	Adopting proposed ordinance to amend Section 3.3.2D "Employee Housing" of the Grand County Land Use Code
FISCAL IMPACT:	Net positive
PRESENTER(S):	Community Development Department Representative

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

I move to adopt the proposed ordinance approving the amendment to section 3.3.2D "Employee Housing" of the Grand County Land Use Code (LUC) and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

Grand County is addressing barriers and constraints to affordable housing by amending its land use code. The proposed amendments follow several discussions and workshops involving the County Council, Planning Commission, and Interlocal Housing Task Force. The proposed amendment includes additional allowances for on-site employee housing in the form of RV/travel trailers. The standards proposed generally follow the same standards governing commercial RV/Campgrounds. Due to the nature of Grand County's dependence on seasonal, tourism-related employment, the proposed amendments are suggested as one of many solutions to the County's affordable housing challenge.

ATTACHMENT(S):

1. Proposed Draft Ordinance

GRAND COUNTY, UTAH
ORDINANCE NO. _____, SERIES 2016

AMENDING USE SPECIFIC STANDARD
SECTION 3.3.2. D. EMPLOYEE HOUSING ACCESSORY
OF THE GRAND COUNTY LAND USE CODE

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Grand County desires to amend *Use Specific Standard Section 3.3.2 D. Employee Housing, Accessory* of the *Grand County Land Use Code* by allowing employee housing associated with non-residential principal use on a commercial site, for a formal RV/travel trailer spaces for use by the business to accommodate employee housing;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on June 22, 2016, at which time the Planning Commission recommended approval;

WHEREAS, the County Council considered this item in a public hearing held on August 2, 2016; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the amendment and has determined subsequent to said public hearing that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, THAT the *Grand County Land Use Code* is hereby amended by the repeal and re-enactment of *Use Specific Standard, Section 3.3.2 D. Employee Housing, Accessory*, to read as follows;

3.3.2. D. Employee Housing, Accessory

Accessory employee housing shall comply with the following standards:

1. Such housing shall be accessory to otherwise allowed nonresidential, principal uses.
2. Accessory employee housing shall be restricted in accordance with the requirements of Sec. 6.14.
3. Use of the employee housing by persons who are not so employed or for short-term accommodations shall be expressly prohibited.
4. Such housing shall not be sold separately.
5. Each employee housing unit shall be limited to 1200 square feet in area.

Additionally

Accessory employee housing may be accomplished with the addition of up to five (5) RV sites, to the otherwise allowed non-residential principal use, and shall comply with the following standards:

1. The use and occupancy of the RV sites is hereby limited exclusively to such employees who are employed by principle commercial use of the parcel; and.
2. Structures are limited to RVs, travel trailers, truck campers, small cabins (traditional KOA- style), or like structures intended for seasonal, on-site accommodations;
3. All structures shall, at a minimum, meet the ANSI and NAFPA minimum standards;
4. No on-site tent camping or yurts will be allowed;
5. Each RV/travel trailer space shall be at least 800 square feet;
6. Parking shall be provided adjacent to the RV/travel trailer site or available on the commercial lot as extraordinary parking, pursuant to the parking requirements of this LUC; and,

ORDINANCE NO _____, SERIES 2016

- 7. Each space shall be served by public water and sewer; or
- 8. The site shall have a public water and sewer facility (e.g. shower house).

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chairman

DRAFT

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
August 16, 2016**

Agenda Item: L

TITLE:	Adopting proposed ordinance to amend Sections 5.4.1 "Residential Development Standards" and 6.10 "Compatibility Standards" of the Grand County Land Use Code
FISCAL IMPACT:	Net positive
PRESENTER(S):	Community Development Department Representative

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

Move to adopt proposed ordinance to amend Sections 5.4.1 "Residential Development Standards" and 6.10 "Compatibility Standards" of the Grand County Land Use Code and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

In the context of affordable housing, land use efficiency is essential to maximizing the utilization of limited developable land. The Project Boundary Buffer and Compatibility Standards of the LUC limit the potential to develop higher density subdivisions in areas of the County where different zone districts abut. The attached staff report and proposed LUC amendments will enable more efficient land use with minimal impacts on existing neighborhoods or quality of life experienced by County residents. This particular set of code amendments follows the recommendations of the Interlocal Housing Task Force and workshops conducted by the County Council and Planning Commission. Planning Commission held a public hearing on June 22, 2016 and voted to forward a favorable recommendation to the County Council.

ATTACHMENT(S):

1. Proposed Draft Ordinance
2. Citizen Comment(s)

GRAND COUNTY, UTAH
ORDINANCE NO. _____, SERIES 2016

**AMENDING SECTION 5.4.1 RESIDENTIAL DEVELOPMENT STANDARDS
AND SECTION 6.10 COMPATIBILITY STANDARD OF THE GRAND COUNTY
LAND USE CODE**

WHEREAS, the Grand County Council (County Council) adopted the *Grand County General Plan Update* (General Plan) on February 7, 2012 with Resolution No. 2976;

WHEREAS, the County Council adopted the *Grand County Land Use Code* (Land Use Code) on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance No. 468 and amended for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Grand County desires to amend *Section 5.4.1 Residential Development Standards and Section 6.10 Compatibility Standards* of the *Grand County Land Use Code*, in order to use land efficiently, to achieve compact development for affordable housing and manageable infrastructure maintenance costs;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on June 22, 2016, at which time the Planning Commission recommended approval;

WHEREAS, the County Council considered this item in a public hearing held on August 2, 2016; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the amendment and has determined subsequent to said public hearing that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF GRAND COUNTY, UTAH, THAT the Land Use Code is hereby amended by the repeal and re-enactment of *Section 5.4.1 Residential Development Standards and Section 6.10 Compatibility Standards* of the *Grand County Land Use Code*, to read as follows;

5.4.1 Residential Development Standards

B. Project Boundary Buffer

1. Project boundary buffers are intended to provide a suitable transition between the proposed subdivision and adjacent development. Buffers are required along all sides of the proposed subdivision that share a boundary with a protected zone district, excluding arterial or collector streets. On each edge, the project boundary buffer shall be 20 feet or the proposed building height, whichever is greater.
2. Buffer width shall be measured perpendicular to the property lines that define the project area.
3. Development projects may include a mix of housing types as set forth in Section [3.1](#), Use Table, so long as the development complies with the maximum density requirement of the underlying base district (See Section [5.4.1A](#)).

Section 6.10 Compatibility Standards

6.10.1 Purpose

The compatibility standards of this section are intended to preserve and protect residential uses and neighborhoods by ensuring that new development and redevelopment is compatible with the character of the area in which it is located.

A. Applicability

Compatibility standards shall apply to all multi-family residential and all nonresidential development when it occurs within 50 feet of the lot line of any property located in one (1) of the following protected zone districts (Protected Zone Districts): Small Lot Residential (SLR), Large Lot Residential (LLR), or Rural Residential (RR).

B. Buffer and Screening Standards

1. Nonresidential and multi-family residential development, including off-street parking areas associated with such development, shall be screened from property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use. Such visual screening shall be accomplished through siting and layout, the use of opaque fences, vegetative buffers, and berm(s) or a combination of such techniques along the lot line that is adjacent to property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use.
2. Mechanical equipment and outdoor storage shall be completely shielded from view of property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use by an opaque fence or wall that is at least one (1) foot taller than the site feature being screened from view, provided that this provision shall not be interpreted as requiring screening fences or walls to be taller than 10 feet. Fences, walls and buffers must comply with all other applicable zoning requirements.

C. Dumpsters and Solid Waste Receptacles Setbacks

Dumpster and solid waste receptacles shall be set back at least 20 feet from the lot line of property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use. Dumpsters and receptacles shall be completely screened from view of adjacent property in a Protected Zone District pursuant to Section 6.10.1A, above, or that contains a single-family or duplex use by opaque fence or wall that is at least one (1) foot taller than the dumpster or solid waste receptacle.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 16th day of August 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chairman

Dear Council Members,

7/21/2016

We are very concerned about the changes to the County Land Use Code (LUC) being proposed by the Planning Commission. I am referring to proposed changes to LUC Sec. 5.4.1 B. Project Boundary Buffer and Sec.6.10 Compatibility Standard.

The current LUC specifies a 50 foot buffer strip around the perimeter of subdivisions to protect the privacy of homeowners with adjacent properties. Currently, developers have the option of reducing this buffer zone to 25 feet if they provide a privacy wall. The code specifies that homes may not exceed 28 feet in height unless setback at least 150 feet from the subdivision perimeter. These codes were created to provide protections for established neighborhoods in our County. The language used in the LUC is "Protected Zone Districts", referring specifically to SLR, LLR, and RR.

The proposed amendments to the code reduce the buffer zone to 20 feet. They eliminate the requirement for a privacy wall. They increase the maximum building height from 28 to 35 feet. They eliminate the 150 feet setback for taller buildings. We understand that Mr. Levine would like to see buffer zones and setbacks held to 20 feet maximums even if building heights go to 35 feet and above.

We believe that these changes will erode the peacefulness, the character, and the property values of existing neighborhoods. We believe that they will serve to enrich the few, at the expense of many resident families. We can see little if any benefit to the community at large, since these changes are not being used as incentives for developers to build affordable housing. We disagree with Zacharia Levine in his position that the current LUC's protections are "excessive". We don't see the current LUC as inhibiting growth or development.

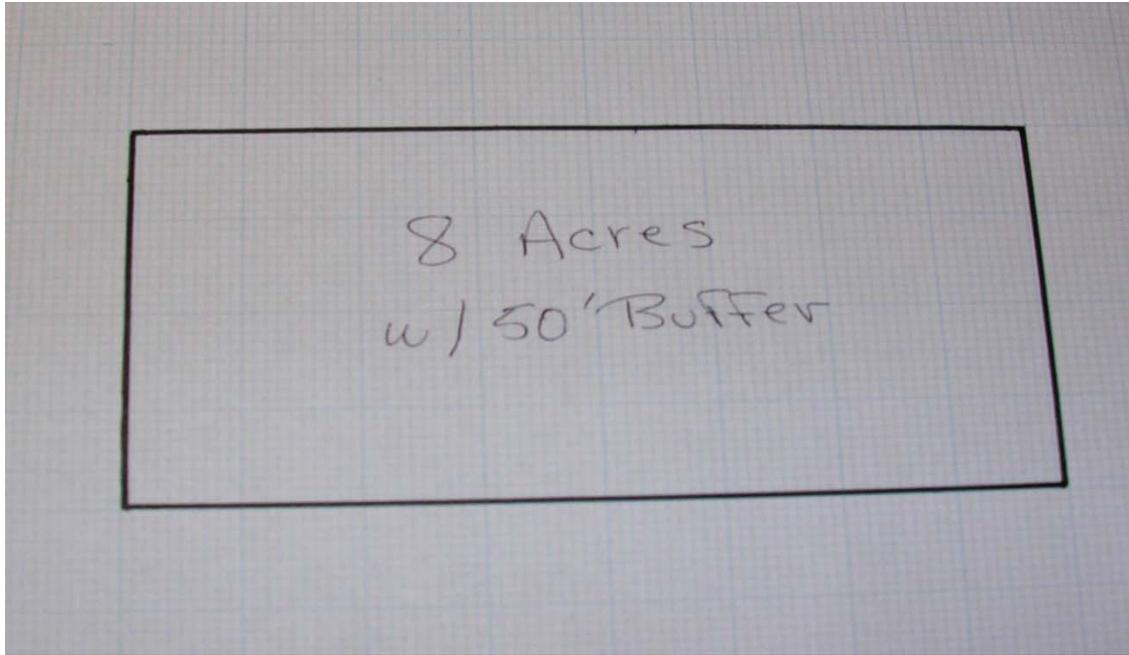
If there is some specific circumstance in which these protections should be modified for the good of the community, let the developer ask for a variance. Perhaps these matters can become bargaining points to encourage the inclusion of affordable housing. But let us not offer developers a carte blanche with no reciprocal benefit to the community. Let us hold on to the LUC that has been wisely structured to preserve some measure of breathing room. In the end, we want a community that is fit to live in, not one that has efficiently crammed as many dwellings as possible into the space available.

We welcome newcomers, but not when their new homes tower above us blocking out everything except the bit of sky above their roofs, allowing them to peer down from 2nd or 3rd story windows into what used to be our private decks and yards. Approve these changes and that is what will happen to many residents.

Parts of our community are already at odds with each other: Newcomers VS Long-term Residents. Liberals VS Conservatives. Progressives VS Traditionalists. Pro Tourism VS Pro Extractive Industry. If the current protections designed into our LUC are eroded, what increase can we expect in the level of discord/ resentment within our neighborhoods? Breathing room makes good neighbors and sometimes so do 6 foot fences. Resident families have poured their life savings/energies into their homes & neighborhoods. They have done so trusting their local government to keep the commitments/promises made in the LUC to protect those homes and neighborhoods. These protections were created with much thought and much community input. Now we are asking you, to honor those promises made to people of this county. Please note PICs & diagrams that follow!

Bonita & Ken Kolb 3649 Kerby Lane Spanish Valley

Scaled drawings: The black border represents the 50 foot buffer zone, specified in the current LUC.
Does this look "excessive" to you?



New Home (under 20' in height) viewed from 50'. This represents 50' for separation between homes: 20' buffer + 10' (backyard setback) adjoining new home, and 20' setback on established neighbor's side. This will be the resulting separation in SLR zone if proposed changes are approved. LLR zone & RR zone will have an additional 10' of separation. IMAGINE A **75%** INCREASE IN HEIGHT WITH NO ADJUSTMENT OF BUFFER ZONE! YIKES!



Same home (below) viewed from 80': Separation required by current code. This represents 50' buffer + 10' (backyard setback) on New Home and 20' setback on neighbor's side.



Bryony Chamberlain

From: Kenneth Kolb <kenkolb@earthlink.net>
Sent: Friday, July 29, 2016 6:53 PM
To: Grand County Council
Subject: Grand County Land Use Code; Proposed Changes

Dear Council Members,

I am writing to express my opposition to the proposed changes to the Grand County Land Use Code (LUC), Sections 5.4.1.B and 6.10 (per the June 22, 2016 letter to the Grand County Planning Commission). These changes reduce the current project boundary buffer zones for new subdivisions from 50' to 20' and increase allowable structure heights from 28' to 35'.

I would prefer to appear before you at the council meeting, but unfortunately I will be out of town when this is scheduled. Please read this with the visual image of me standing in front of you, imploring you to consider the consequences to our community at large.

My objection to the changes is quite simple; to preserve the country-style living that brought me to Moab in the first place. My wife and I bought property 5 miles outside of town in a rural residential neighborhood. We knew that property adjacent to us could be developed, but we felt the existing codes for setback, height, and buffer zone would be acceptable. To now learn that there is an effort that not only unilaterally reduces the spacing between new and old neighborhoods, but also allows for an increase in the height of new structures, is quite shocking. What is being jeopardized here is the view and the "elbow room" we expect in a rural neighborhood. Make no mistake about it; the spectacular views seen from various locations in Spanish Valley are highly valued by the local residents. To unilaterally compromise this with taller buildings pressed closer and closer is inexcusable.

I recognize and appreciate the fact that there is limited land available for development in Grand County and we do want to allow for continued growth. However, I seriously doubt that reducing or eliminating a buffer zone will result in any significant increase in the number of homes that are built. Without having the actual details in hand, it seems to me that most of the developable land is found in small plots of land (20-30 acres) with irregular shapes. Adding 60' to two adjacent sides (obtained by decreasing the buffer from 50' to 20') is hardly enough to build a house on. With 20' setback on RR and LLR, a home could only be 20' wide! I would argue that most of the land gained by the proposed changes would simply be used to make larger lots resulting in larger homes, but NOT increasing the total number of homes.

I can visualize situations where the proposed changes would be of value while not affecting the pre-existing neighborhood. However, rather than address this with the proposed carte blanche change to the LUC, it would make more sense to require the developer to apply for a variance. I realize that variances are not popular, but I believe it would be far more equitable than compromising the expectations of your constituents and longtime local residents.

In summary, I truly believe that the proposed changes to the LUC could dramatically and permanently affect the quality of life for an unfortunate few whereas the benefit is highly debatable.

Thank You!
Kenneth Kolb

Bryony Chamberlain

From: Lisa <lisaalbert5@yahoo.com>
Sent: Tuesday, August 02, 2016 11:05 AM
To: Grand County Council
Subject: Changes being considered

Dear Council,

I whole heartedly agree with the attached letter from Bo & Ken Kolb. They have put a lot of thought and work into this document. As our community continues to grow I also believe that space between neighbors is not only what makes us a great town but is mandatory to remain a great town.

We are all feeling the pressure of new housing as well as so many visitors for more of our year. We all need room to breath and be. It's why we moved here 20 years ago. Please help preserve what we still have.

Sincerely, Lisa Albert

Sent from my iPhone

**HOUSING AUTHORITY OF
SOUTHEASTERN UTAH**
SERVING GRAND AND SAN JUAN COUNTY

Main Administrative Office
321 East Center Street
Moab, UT 84532
Phone (435) 259-5891 Fax (435) 259-4938
TTY (800) 346-4128
Email: hasu@frontiernet.net

8/4/16

To: Grand County Council

RE: Public Comment - Buffer and Compatibility Requirement

First off, I'd like to thank the Council for undergoing land use code initiatives that will facilitate the further development of housing in Grand County, affordable and otherwise. I'm writing to voice my support for your approval to amend *Section 5.4.1B "Project Boundary Buffer"* and *6.10 "Compatibility Standards"* to **reduce project boundary requirements to 20 feet**. Our organization concurs with the Grand County Community Development staff that a 20 ft buffer, not the maximum height of the building, should be used in developments with adjacent zones of lower density.

HASU appreciates that the County and Planning Commission have realized that a 50 ft buffer requirement may be burdensome to affordable housing development and that changes to the LUC are needed. In fact, HASU has had to halt affordable housing developments due to the current regulation. We respect the needs of adjacent land owners and feel that the 20 ft buffer (coupled with the adjacent landowners' setback) is adequate both to conserve rural feel in Spanish Valley as well as to remove impediments to developing affordable housing. As has been stated many times, increasing land use efficiency in the County is one of the most important initiatives to furthering housing development.

Promoting density and other land use efficiency measures, such as this one, will help organizations like ours continue to develop affordable housing for Grand County residents. Its support from the Interlocal Housing Task Force, local developers and the Grand County Planning Commission shows that this could have an immediate impact on land use and housing development, to which we can all agree, is desperately needed. Thank you for your consideration in reducing the project boundary requirement to 20 feet. HASU looks forward to more affordable housing developments in the future should this measure be passed.

Sincerely,

Benjamin Riley
Executive Director
Housing Authority of Southeastern Utah



Grand County Council

Concerning 5.4.1 Residential Development Standards.



We appreciate your thoughtfulness and hard work in considering the code changes to boundary buffers.

We would appreciate your vote for the 20 ft. buffer.

We are concerned about the height restriction and having to add to the length of the buffer zone if someone wanted to build a two story home, (28 ft).

Since building up is much cheaper than having a large home on one level.

With a 20 ft. buffer the houses on the adjoining property would be 40 ft. apart.

For example, if a residential zone adjoined a commercial zone the height of the building on the commercial zone could be 35 ft. with a 40 ft. set back.

Our understanding for the change to the buffer zone is due to the limited amount of land to develop in Grand County. By allowing for more compact development it would maximize the small amount of private land that exists.

We feel the 20 ft. buffer would satisfy the needs of all property owners with out any more restrictions.

Respectfully,

Ned Dalton

Betty Dalton

Ned & Betty Dalton
2720 East Bench Rd.
Moab, Utah 84532

Gary Blackburn

To: etubbs@grandcountyutah.net; jhawks@grandcountyutah.net; cbaird@grandcountyutah.net; mmcgann@grandcountyutah.net; ljackson@grandcountyutah.net; trooperball@hotmail.com; rpaxman@grandcountyutah.net; council@grandcountyutah.net

Subject: Proposed amendment to Sections 5.4.1B "Project Boundary Buffer" and 6.10 "Compatibility Standards" of the Grand County Land Use Code

Dear Commissioners,

This communication is further to my comments made in the public hearing on August 2, 2016 at the County Council meeting. I appreciate the opportunity to comment further regarding the proposed changes to the Land Use Code.

The Council clearly recognizes that Grand County has a need for additional Affordable Housing. I would like to point out that Affordable Housing, as it is being defined by the County, addresses only one segment of the need for housing – the low-income segment. There is an equal need for "more affordable housing" for middle income residents of Grand County. The tourism boom in the county has created jobs not only for the maids, waitresses/waiters, and gas station attendants, but also for the motel managers, restaurant managers, and gas station managers.

The proposed changes to the Land Use Code (LUC) will remove a clear obstacle to the development of more affordable housing for both the low-income and middle-income residents of Grand County.

As you are aware, the current LUC places restrictions when a small-lot parcel (up to 5 lots per acre) is developed adjacent to a large-lot parcel. The developer is required to either (a) develop one-half acre lots, (b) dedicate a 50-foot buffer strip of HOA-owned land, or (c) dedicate a 25-foot buffer strip of HOA-owned land with a 6-foot high, split-faced masonry wall (with foundation). The economic impact of any of these options is considerable and has likely limited land development of "more affordable housing" in Grand County.

As an example, consider the situation where a developer proposes to subdivide a 6-acre rectangular parcel (400 ft. x 653 ft.) that has a 400-foot frontage on an arterial street and is bordered by adjacent parcels zoned as LLR or RR. The parcel is zoned as SLR which allows up to 5 lots per acre. LLR and RR have minimum lot sizes of one-half and one acre, respectively. The current LUC Section 5.4 requires that one of the three options, (a), (b), or (c), above, be implemented by the developer.

As shown in the figure below for option (a), the required one-half acre lots on the LLR or RR borders entirely fill the 6-acre parcel, leaving barely enough space for a 50-foot wide road and cul-de-sac for access (see Figure 1a). No small lots, for which the parcel is zoned, can be developed; whereas approximately 26 lots could be developed at the SLR zoning density.

For LUC option (b), the 50-foot buffer strip consumes 1.84 acres of the 6 acres available (31%). As shown in Figure 1b, only 10 SLR lots can be developed on the 6-acre parcel, rather than the 26 for which the parcel is zoned. For access to the lots, the developer is also required to build a public road. The result: only three acres of lots can be developed on the 6-acre parcel – either economically unfeasible or the developer must charge buyers a premium to build "more affordable housing."

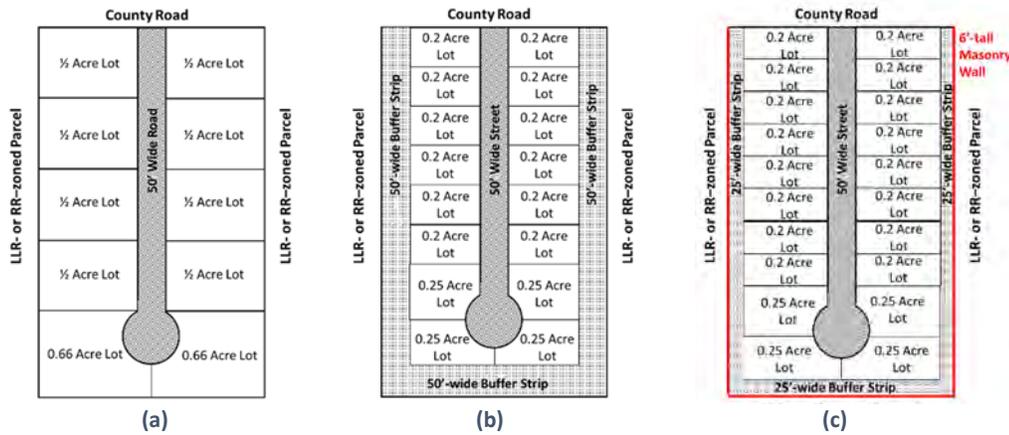


Figure 1. Example of 6-acre parcel subdivided in accordance with LUC SLR boundary requirements.

For LUC option (c), the 25-foot buffer strip consumes only 0.92 acres and 20 lots can be developed. However, the cost to build a 6-foot masonry wall around the parcel perimeter is prohibitive. Typical construction costs for a masonry wall are \$20-\$29 per square footⁱ; the masonry wall shown in Figure 1c would cost \$200,000 to \$300,000. While this option (c) nearly achieves the desired SLR density, the cost is prohibitive, roughly doubling the land development cost of the subdivision.

Different parcel sizes and geometries would present different, but similar, issues to developing higher density, more affordable housing. The issues would be minimized for very large parcels; however, the tone of the Grand County General Plan seems to discourage large housing developments in the county.

There is surprisingly little SLR-zoned property in Grand County. It is likely that potential developers recognize the economic impact of the current LUC restrictions and have abandoned plans to develop and have not requested the County to re-zone land for SLR development.

I have presented here the economic impact of the current LUC restriction. I hope it is apparent to the Council that the economic impact is "paid" by the small-lot owners while the benefit is enjoyed by the large-lot owners. It seems more fair that, if the large-lot owners want to be buffered from the small-lot parcels, the economic impact should be borne by the large-lot owners.

I urge the commissioners to support the proposed changes to the LUC. I further urge the commissioners to delete the language requiring that the minimum set-back be based on building height. The provision again adversely impacts the ability to keep housing more affordable. Further, this would create ambiguity in the LUC as other paragraphs in the code only require a 20-foot setback. The LUC should be kept clear and concise to avoid future disagreement and potential litigation.

Again, thank you for the opportunity to present my thoughts regarding the proposed amendments to the Land Use Code.

Sincerely,
Gary and Debbie Blackburn

ⁱ http://www.homewyse.com/services/cost_to_install_masonry_wall.html

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016

Agenda Item: M

TITLE:	Appointing an elected official as a member of the Economic Development Corporation-Utah Board of Trustees
FISCAL IMPACT:	None
PRESENTER(S):	Chairwoman Tubbs

Prepared By:

Bryony Chamberlain
 Council Office
 Coordinator
bchamberlain@grandcountyutah.net
 (435) 259-1346
 with
 Ruth Dillon
 Council Administrator
rdillon@grandcountyutah.net
 (435) 259-1347

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to appoint _____ as a member of the Economic Development Corporation-Utah Board of Trustees, with an opportunity each January to maintain the voluntary position through term of office, and authorize the Chair to sign all associated documents.

BACKGROUND:

At the last Council Meeting, the Council approved county membership in the Economic Development Corporation-Utah (EDC-Utah) for a minimum of a three-year commitment. As a reminder, this "investor-based public/private partnership works with government and private industry to promote the state of Utah. This partnership includes more than 270 private-sector businesses and organizations, municipalities, counties, chambers of commerce, and the state all working towards the common goal of increasing the number of quality jobs and the capital investment in Utah."

Now that the county has joined as an investor, the Council has the opportunity to appoint an elected official as a member of the Board of Trustees. It appears that the vast majority of the 19 current member counties have appointed a commissioner/council member, with the exception of Cache County who appointed their elected county executive and Salt Lake County who appointed their Mayor.

As a new investor, Grand County will be invited to a series of three meetings as an introduction:

1. Quarterly Investor Update (Wednesday, August 24, 2016)
2. Board of Trustees Meeting (September 2016)
3. New Investor Orientation (October 2016)

Many networking meetings are held throughout the year for all EDC-Utah investors. Additionally, trade shows and conferences are held. Most all events are held in the Salt Lake City area; a few are held in St. George.

For more information, see agenda summary and public sector investor application from the August 2nd Council meeting, located at <http://ut-grandcounty.civicplus.com/AgendaCenter/ViewFile/Agenda/08022016-566> (Item J).

ATTACHMENT(S):

1. Email regarding possibility of staff representation by proxy

Bryony Chamberlain

From: Sherrie Martell <smartell@edcutah.org>
Sent: Thursday, August 11, 2016 10:57 AM
To: Ruth Dillon
Cc: Bryony Chamberlain
Subject: RE: Welcome - EDCUtah New Investor

Hi Ruth:

This is an excellent document.

We prefer to have a council member/commissioner be the appointed seat, as stated in our by-laws.

You can have someone represent Grand County by proxy who is a staff member, such as Zacharia. They can attend together or whomever can make the board meeting. We want to make sure there is representation for you.

I hope that answers your questions. Have a wonderful day. Sherrie

SHERRIE MARTELL

investor relations manager

office: 801-328-8839 | cell: 801-699-6360



From: Ruth Dillon [mailto:rdillon@grandcountyutah.net]
Sent: Thursday, August 11, 2016 9:09 AM
To: Sherrie Martell <smartell@edcutah.org>
Cc: Bryony Chamberlain <bchamberlain@grandcountyutah.net>
Subject: RE: Welcome - EDCUtah New Investor

Hi Sherrie,

Do you mind reviewing our write-up for Tuesday's Council meeting? If you have time, it is attached.

Also, just in case the County Council asks—is it possible for them to appoint a non-elected official (such as a county staff member who is versed in economic development)?

Thank you,

Ruth

From: Sherrie Martell [mailto:smartell@edcutah.org]
Sent: Wednesday, August 10, 2016 10:26 AM
To: Ruth Dillon; Zacharia Levine
Subject: RE: Welcome - EDCUtah New Investor

Morning Ruth and thank you so much. I look forward to hearing from you and working with you. Have a great day.
Sherrie

SHERRIE MARTELL

investor relations manager

office: 801-328-8839 | cell: 801-699-6360



From: Ruth Dillon [mailto:rdillon@grandcountyutah.net]
Sent: Wednesday, August 10, 2016 10:25 AM

To: Sherrie Martell <smartell@edcutah.org>; Zacharia Levine <zlevine@grandcountyutah.net>

Subject: RE: Welcome - EDCUtah New Investor

Hi Sherrie,

I will place on the County Council's draft agenda (for 8/16) an agenda item to appoint an elected official as a member of the EDCUtah BOT. The agenda will be finalized later today.

Ruth

Ruth Dillon
Council Administrator
Grand County Council
125 E. Center St.
Moab, UT 84532
(435) 259-1347 work
(303) 949-6006 cell
New email: rdillon@grandcountyutah.net

*The smallest act of kindness is worth more than the grandest intention.
Transform intentions into acts. -Oscar Wilde*

From: Sherrie Martell [<mailto:smartell@edcutah.org>]

Sent: Tuesday, August 9, 2016 3:04 PM

To: Ruth Dillon; Zacharia Levine

Subject: Welcome - EDCUtah New Investor

Importance: High

Good afternoon:

Welcome aboard as a new EDCUtah Investor. Your information will be added to our database and you should start receiving emails from edcutah.org. The emails may be sent to your spam if you have tight restrictions on your system.

I will forward the latest newsletters (which you will receive weekly) and the last few Investor Announcements for your information.

As a new investor you and your company contacts will be invited to a series of three (3) meetings as an introduction: New Investor Orientation, Board of Trustees, and Quarterly Investor Update.

- New Investor Orientation is scheduled for October 2016. Once a date has been locked down, I will forward an invitation to you.
- The Board of Trustees will be in September, 2016. Once details have been worked out, I will forward you and invitation.

As a public sector investor you are entitled to have an elected official be a member of the EDCUtah Board of Trustees. Who will be your BOT representative to be approved at this meeting?

- The Quarterly Investor Update meeting will be Wednesday, August 24, 2016 at Uinta Brewing, SLC, UT from 4 to 6 pm. An invitation will be forwarded.

If you have any questions, please call or email me anytime. Thank you for your support and we look forward to our new partnership. Sherrie

SHERRIE MARTELL

investor relations manager

office: 801-328-8839 | cell: 801-699-6360





GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

August 16, 2016

Honorable Congressmen Rob Bishop and Jason Chaffetz
c/o Casey Snider and Fred Ferguson
Casey.Snider@mail.house.gov
Fred.Ferguson@mail.house.gov

Dear Congressmen Bishop and Chaffetz;

Thank you again for providing an opportunity for Grand County to participate in the Public Lands Initiative.

There are numerous areas where the introduced Bill departs from the recommendations forwarded to you. In General, Grand County stands by the recommendations as originally presented. Insofar as these were developed with the input of a variety of stakeholders, partners, and citizens, we feel the knowledge and interest of the entities and individuals on the ground should carry the greatest weight. To this end we can not support the legislation as introduced and offer the below concerns for possible amendment.

There are parts of the introduced Bill which are a major departure from our submission that we feel require special mention. These are as follows:

1. The entire NW side of the Colorado River canyon daily boating section, which is currently protected by the three rivers withdrawal, is eliminated from the Colorado River NCA. Grand Co. requests that the NCA boundary reflect the current boundary of the three rivers withdrawal as was presented in Grand Co.'s recommendations. Both sides of the Colorado River canyon deserve protection and are vital to the local economy.
2. Several cherry stemmed routes in E. Arches, The Book Cliffs, and Labyrinth wilderness are not currently open in the BLM/County's travel plan. Grand Co. requests that only routes which are currently open in the travel plan be cherry stemmed as per our original recommendations.
3. A previous SITLA parcel that was traded out of Millcreek Canyon and is now BLM land is not currently incorporated into the eastern portion of the proposed Millcreek wilderness area. Likewise, a sizeable area of the eastern portion of William Grandstaff wilderness has been removed. Grand Co. requests that the boundaries of these wilderness areas reflect our recommendations.
4. The County Council voted against including Antiquities Act exemptions. Grand Co. objects to the companion bill.

5. The County Council has officially expressed their support for the Master Leasing Plan (MLP). Grand Co. requests that areas that fall within the MLP but fall outside of any PLI designation be managed by the local field office as per the provisions of the MLP.
6. "Title XI – Long-Term Energy Development Certainty In Utah" is unacceptable to Grand Co. Grand Co. requests that this entire section be removed from the legislation. The BLM should maintain permitting control and primacy for their lands.
7. Nearly 34,000 acres of SITLA trade-ins are located outside of Grand Co.'s designated trade-in area. Of notable objection are parcels located around Mineral, Hell Roaring, and Ten Mile Canyons. As well as a trade-in adjacent to existing tar sands leases in northern Grand Co.
8. The upper half of Ten Mile Canyon has been included in the Dee Pass recreation area. While Grand Co. has approved existing motorized routes in upper Ten Mile Canyon, this is a sensitive riparian area and not suitable for further expansion. We request that the boundaries of the Dee Pass recreation area reflect our recommendations.
9. "Section 1302. Bighorn Sheep" is unacceptable to Grand Co. It is essential that domestic livestock and Bighorn sheep be separated. Domestic livestock disease is a leading cause of decline in Bighorn sheep populations.

We look forward to continuing to work with you on developing a bill that honors the work of the many stakeholders and ultimately produces a bill which Grand County can fully support.

Respectfully,

Elizabeth A. Tubbs, Chair
Grand County Council

cc: Congressman Chaffetz, c/o Wade Garrett, Wade.Garrett@mail.house.gov

cc: Nikki Buffa, nicole_buffa@ios.doi.gov

cc: Grand County Council

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016

Agenda Item: O

TITLE:	Approving Grand County as a Cooperating Agency; adopting proposed Memorandum of Understanding (MOU) with the Manti-La Sal National Forest outlining participation and coordination for the revision of its Land and Resource Management Plan (Forest Plan) while repealing the 2011 MOU; and assigning a county liaison to work with the Forest Service Revision Team
FISCAL IMPACT:	None/minimal
PRESENTER(S):	Chairwoman Tubbs

Prepared By:

Ruth Dillon
Council Administrator
(435) 259-1347
rdillon@grandcountyutah.
net

FOR OFFICE USE ONLY:

Attorney Review:

None requested

RECOMMENDATION:

I move to approve Grand County as a Cooperating Agency; adopt the proposed Memorandum of Understanding with the Manti-La Sal National Forest outlining participation and coordination for the revision of its Land and Resource Management Plan (Forest Plan) while repealing the 2011 MOU; assign _____ as the primary liaison with an opportunity each January to maintain the voluntary position through term of office; and authorize the Chair to sign all associated documents.

BACKGROUND:

In a letter dated August 4th, the Manti-La Sal National Forest invited Grand County to participate as a Cooperating Agency in the revision of its Forest Plan. They are seeking county expertise in specific resource areas to support Plan Revision. This includes expertise in such areas as watershed; air, soil, and water; threatened & endangered species; multiple use; renewable and nonrenewable energy & mineral resources; infrastructure for recreational facilities and transportation & utility corridors; existing designated areas such as wilderness; and more.

As the MOU outlines, participating as a Cooperating Agency will provide the County opportunities for:

- Document review of planning and land use policies
- Identifying impacts
- Resolving or reducing conflicts within the context of developing the revised Forest Plan's desired objectives
- Attending Cooperator Meetings and providing input on the development of the Revised Plan
- Sharing available land management, resources, or other data that could support or impact the Plan Revision
- Assigning a lead point of contact to serve as the primary liaison between the Revision Team and the County

Note that county participation is not an endorsement of the eventual Revised Plan.

The County has maintained Cooperating Agency status for "broad programmatic planning for the management of forest resources," and such status (and corresponding MOU) is valid through 12/31/2016. See attached.

The new proposed MOU is more specific to Plan Revision, and the Forest Service wishes to have the new MOU in place.

ATTACHMENT(S):

1. Forest Service letter dated August 4, 2016
2. Proposed MOU
3. Guide: "Understanding Your Opportunities for Participating in the Forest Service Planning Process"
4. September 2011 MOU with cover letter



File Code: 1920
Date: August 4, 2016

Grand County
Attn: Chairwoman Elizabeth Tubbs
125 E. Center St.
Moab, UT 84532
Phone: 435-259-1342

Dear Chairwoman Elizabeth Tubbs:

The Manti-La Sal National Forest invites Grand County to participate as a Cooperating Agency in the revision of its Land and Resource Management Plan (Forest Plan).

The National Forest Management Act (NFMA) directs all National Forests to develop, maintain and periodically revise an integrated management plan. Revision of the Forest Plan follows direction provided in the 2012 Planning Rule, which emphasizes public participation, adaptive management, and decentralizes plan approval authority from the Regional to the Forest level.

The plan revision process is expected to last four years, beginning with an Assessment of existing resource conditions. Using the Assessment, the Forest will identify "needs for change" from the current Forest Plan and develop a new Draft Forest Plan. The Draft Forest Plan will be analyzed under the National Environmental Policy Act (NEPA) beginning in 2017. A decision on the new Forest Plan is expected in 2019. Cooperating Agency status will apply to the Assessment phase, development of the new Draft Forest Plan and the NEPA phase of plan revision.

Coordination with Federal, State, and local governments is essential to revision of the Forest Plan. Involvement from Cooperating Agencies early in the plan revision process promotes efficiency, cooperation, and effective public disclosure of key information. It also facilitates identification of common objectives and provides opportunities to resolve or reduce conflicts between our respective land use policies and plans.

The 2012 Planning Rule directs the Forest Service to encourage governmental entities to request cooperating agency status where appropriate (36 CFR 219.4 (a)(1)). The Planning Handbook (FSH 1909.12, Chapter 10, section 44.2) further directs this request should, under most circumstances, be granted by the Forest Service when the cooperator has "special expertise" or "jurisdiction by law" and can be expected to meet the cooperating agency requirements outlined in the regulations (40 CFR 1501.6 and 1508.5).

A draft Memorandum of Understanding (MOU) has been prepared and is attached for your review. There are some counties for which existing MOUs related to Cooperating Agency status are in place with the Manti-La Sal National Forest. Those agreements expire in December 2016, and the Forest is proposing to put new MOUs into place, specific to revision of the Forest Plan (see attached). The proposed MOU specifies how and when Cooperating Agencies can participate in the plan revision process with roles and responsibilities of both the Forest Service and the Cooperating Agency.



If you wish to be a Cooperating Agency, and agree to the terms of the enclosed Memorandum of Understanding (MOU), please return a signed copy and the name of your agency's main point of contact to the Forest. If you wish to be a Cooperating Agency but are not satisfied with the MOU terms, please contact the Forest with recommended changes. A response is requested by August 31, 2016.

For further information or questions, please contact Blake Bassett at bbassett@fs.fed.us or 435-636-3515.

Sincerely,



BRIAN PENTECOST
Forest Supervisor

Enclosures (2):

(1) Memorandum of Understanding - Participation and Coordination for the Revision of the Manti-La Sal National Forest Land and Resource Management Plan

(2) Understanding Your Opportunities for Participating in the Forest Service Planning Process: A Guide for State, Local, and Tribal Governments; Prepared by the Federal Advisory Committee on Implementation of the 2012 Land Management Planning Rule.



FS Agreement No. _____

Insert Forest Service agreement number using the following format: FY-XX-11RRUUS-XXX. Be sure that the FS Agreement No. reflects the appropriate MOU type: SU, RU, or MU (that is, Service-wide MOU, Regional MOU, or simply MOU).

Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
between
GRAND COUNTY
and the
USDA, FOREST SERVICE
INTERMOUNTAIN REGION
MANTI-LA SAL NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Grand County hereinafter referred to as "Cooperator," and the USDA, Forest Service, Intermountain Region, Manti-La Sal National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The U.S. Forest Service is revising the Land and Resource Management Plan (Forest Plan) for the Manti-La Sal National Forest in accordance with the National Forest System Land Management Planning Rule (36 CFR 219, revised 2012; Planning Rule). The Cooperator has requested, and the U.S. Forest Service has agreed to grant, cooperating agency status with respect to the development of the Revised Land and Resource Management Plan for the Manti-La Sal National Forest (Revised Plan) pursuant to 40 CFR 1501.6. Pursuant to the Planning Rule, when revising the Forest Plan, the U.S. Forest Service must coordinate land management planning with the equivalent and related planning efforts of State governments (36 CFR 219.4(b)(1)).

Title: Grand County Participation and Coordination for the Revision of the Manti-La Sal National Forest Land and Resource Management Plan

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to coordinate their respective land management planning in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service will be better positioned to manage a successful "all lands" approach to land management planning if effective communication with other public agencies and governments is part of the planning process.

Consistent with the goals of the National Environmental Policy Act (NEPA), participation by a cooperating agency, as described in 40 CFR 1501.6 and as defined in 40 CFR 1508.5, promotes efficiency, cooperation, and disclosure to the public of



all relevant information (Statement Clarifying Cooperating and Joint Lead Agency Provisions, U.S. Forest Service, Bureau of Land Management, and National Park Service, 9/2/1998).

Consistent with the goals of the Planning Rule, coordination in revising the Forest Plan, the U.S. Forest Service and Cooperator can better integrate decision making within their respective jurisdictions. Coordination provides the opportunity to identify common objectives and to find opportunities to resolve or reduce conflicts and address impacts related to national forest management (36 CFR 219.4(b)).

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATOR SHALL:

Participate as a Cooperating Agency with special expertise [and jurisdiction] relevant to the preparation of the Revised Plan for the Manti-La Sal National Forest, with the rights and duties of a Cooperating Agency as set forth in this MOU and the CEQ regulations at 40 CFR 1501.6.

A. Document Review.

1. Complete review of and, if requested by the U.S. Forest Service, provide analysis for the Forest Plan Revision documents, or portions thereof, relevant to the Cooperator's areas of special expertise [and jurisdiction].
 - a. The length of the Cooperator's review period(s) will vary based on U.S. Forest Service timing constraints, a minimum of one week, when possible.
 - b. If the U.S. Forest Service's timeframe does not accommodate a longer review period, the Cooperator will attempt to respond within the U.S. Forest Service timeframe and request additional review time if needed.
2. Within timeframes established by the U.S. Forest Service, the Cooperator will complete a review of its planning and land use policies that it considers relevant to the Revised Plan to assist the U.S. Forest Service with its consideration of the Cooperator's objectives, as expressed in Cooperator plans and policies; compatibility and interrelated impacts of these plans and policies, opportunities for the Revised Forest Plan to address the impacts identified or to contribute to joint objectives; and opportunities to resolve or reduce conflicts, within the context of developing the Revised Forest Plan's desired conditions or objectives (36 CFR 219.4(b)(2)).

B. Meetings.



1. Attend the U.S. Forest Service's Cooperator Meetings, to be held at least once during each phase of the Plan Revision process.
2. Meet with the U.S. Forest Service at the U.S. Forest Service's request to discuss the U.S. Forest's review and analysis relevant to the Cooperator's areas of special expertise [and jurisdiction].

C. Coordination and Collaboration.

1. Within timeframes established by the U.S. Forest Service, provide input on the development of the Revised Plan specific to the Cooperator's areas of special expertise [and jurisdiction]. This may include, but is not limited to, the following:
 - c. Assessment of resource conditions and trends (36 CFR 219.5, 219.6).
 - d. Identification of the preliminary need to change the plan based on the Assessment (36 CFR 219.5(a)(2)).
 - e. Development of the new Draft Forest Plan
 - f. Draft EIS with associated Forest Plan
 - g. Final EIS and Draft Record of Decision
 - h. Use of best available scientific information as related to the Cooperator's areas of special expertise [and jurisdiction] (36 CFR 219.3).
2. Make available staff support at the U.S. Forest Service's request to enhance the latter's interdisciplinary capability (40 CFR 1501.6(b)).

D. Data and Information Sharing.

1. Share available land management, resources, or other data that could support or impact the U.S. Forest Service's Plan Revision.
2. Promptly notify the U.S. Forest Service of public meetings; land management plan changes and actions; and other issues related to land management over which the Cooperator has jurisdiction, especially if such action could reasonably affect the U.S. Forest Service's Plan Revision effort.



E. Communication.

3. Assign a lead point of contact (POC) (Section V, paragraph O) to serve as the primary liaison between the U.S. Forest Service Revision Team and the Cooperator. The Cooperator POC shall:
 - a. Promptly notify the U.S. Forest Service of schedule changes that may affect the Plan Revision timeline.
 - b. Coordinate with the principal U.S. Forest Service contact identified in Section V, paragraph O to schedule meetings between Cooperator staff and members of the Revision Team.

IV. THE MANTI-LA SAL NATIONAL FOREST SERVICE SHALL:

The U.S. Forest Service grants Cooperating Agency status to the Cooperator as follows for the purposes of coordinating the revision of the Manti-La Sal National Forest Plan.

A. Document Review.

1. Provide copies of the following Plan Revision documents to the Cooperator one week in advance of releasing them to the public:
 - a. Draft Assessment
 - b. Preliminary Need for Change
 - c. Draft Forest Plan
 - d. Draft Environmental Impact Statement (DEIS)
 - e. Final EIS
 - f. Draft Record of Decision (ROD)

B. Meetings.

1. Invite the Cooperator—through its designated agent(s) of special expertise—to participate in the U.S. Forest Service's IDT Cooperator Meetings, to be held at least once during each phase of the plan revision process.
2. Meet with the Cooperator at the Cooperator's request to discuss the Cooperator's review and analysis relevant to the Cooperator's areas of special expertise [and jurisdiction], as provided in 40 CFR 1501.6(a)(3).



C. Coordination and Collaboration.

1. Coordinate planning efforts with the Cooperator's equivalent and related planning efforts (36 CFR 219).
2. Consider in the development of the Plan Revision relevant information in Cooperator assessments, plans, monitoring evaluation reports, and studies (36 CFR 219.6(a)).
3. Use the Cooperator's review and analysis relevant to the Cooperator's areas of special expertise [and jurisdiction] to the maximum extent possible, consistent with the U.S. Forest Service's responsibility as lead agency, in the development and approval of the EIS for the Revised Plan, as provided in 40 CFR 1501.6(a)(2).
 - a. The U.S. Forest Service shall review the planning and land use policies of the Cooperator and display the results of the review in the EIS for the Revised Plan. That review will include consideration of (1) the Cooperator's objectives as expressed in its plans and policies; (2) the compatibility and interrelated impacts of the Cooperator's plans and policies with the relevant planning and land use policies of other government agencies; (3) opportunities for the Revised Plan to address the impacts identified or contribute to joint objectives; and (4) opportunities to resolve or reduce conflicts, within the context of developing the Revised Plan's desired conditions or objectives (36 CFR 219.4(b)(2)).
4. Provide the opportunity for the Cooperator to review and provide analysis for development of the EIS and Plan Revision documents, or portions thereof, relevant to the Cooperator's areas of special expertise [and jurisdiction].
 - a. The U.S. Forest Service will inform the Cooperator of the timeframe for such a review, a minimum of one week, whenever possible.
5. If the U.S. Forest Service disagrees with the Cooperator's analysis, the U.S. Forest Service will meet and confer with the Cooperator.
 - a. If the U.S. Forest Service still disagrees with the Cooperator's analysis after meeting and conferring, the U.S. Forest Service shall notify the Cooperator in writing of its own review of the Cooperator's planning and land use policies conducted pursuant



to 36 CFR 219.4(b)(2) prior to making the Draft EIS available to the public.

D. Data and Information Sharing.

1. Consult with the Cooperator resource specialist(s) to gather relevant Cooperator data to support the Plan Revision.

E. Communication.

1. Assign the U.S. Forest Service principal contact (Section V, paragraph O) to serve as the primary liaison between the Cooperator and the Revision Team. The U.S. Forest Service principal contact shall:

- a. Inform the Cooperator of the timeframe for the review described in Section III, paragraph B.1.

- b. Promptly notify the Cooperator of schedule changes that may affect the time afforded it to perform its responsibilities as Cooperating Agency.

1. The U.S. Forest Service will consider requests from the Cooperator for additional time to perform its cooperating agency responsibilities.

- c. Notify the Cooperator of Plan Revision milestones and other relevant information, including comment and objection periods; schedule changes; public meetings; and other updates as deemed appropriate by the Forest.

- d. Coordinate with the principal Cooperator contact identified in Section V, paragraph O to schedule meetings between Cooperator staff and members of the Revision Team.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The U.S. Forest Service and the Cooperator will work together in good faith and shall attempt to resolve any disagreements under this MOU by negotiation.
- B. The U.S. Forest Service and the Cooperator shall endeavor to work together to produce the work per the U.S. Forest Service timeframe displayed in Appendix 2.
- C. The Cooperator reserves the right to participate in the public involvement process for the Draft EIS and Revised Plan and to submit comments on all aspects of the



Draft EIS and Revised Plan during the public comment periods to the same extent as any member of the public.

- D. The Cooperator's participation as a cooperating agency or coordination with the U.S. Forest Service does not exempt the Cooperator from the requirement to submit substantive formal comments on the Draft EIS to be eligible to participate in the pre-decisional administrative review process.
- E. The Cooperator reserves its rights to pursue any remedies whatsoever to challenge the adequacy of the Revised Plan and its compliance with applicable laws and regulations in any administrative or judicial forum. The U.S. Forest Service likewise reserves its rights to raise all applicable affirmative defenses should any challenge to the adequacy of the Revised Plan be raised.
- F. The Cooperator's participation as cooperating agency is not an endorsement of the Revised Plan.
- G. The U.S. Forest Service does not relinquish its primary responsibility for NEPA (National Environmental Policy Act) and NFMA (National Forest Management Act) compliance. The U.S. Forest Service retains responsibility for the development and content of the Revised Plan.
- H. The U.S. Forest Service shall not seek to direct or control management of lands outside of the National Forest System lands covered by the Revised Plan.
- I. The U.S. Forest Service shall not conform U.S. Forest Service management to meet non-U.S. Forest Service objectives or policies. (36 CFR 219.4(b)(3))
- J. This MOU does not confer Revision Team member status to Cooperator staff or any non-federal personnel. The Forest Supervisor of the Manti-La Sal National Forest establishes the Revision Team, the interdisciplinary team for the Revision process. Per U.S. Forest Service policy, U.S. Forest Service interdisciplinary teams must meet the requirements of the Federal Advisory Committee Act and USDA Departmental Regulation 1041-001 (Forest Service Handbook 1909.15, Chapter 10). Any such team that includes at least one non-federal member must be established as a federal advisory committee. The Forest Supervisor does not have the authority to establish such a committee.
- K. For the purposes of this MOU, the Cooperator's areas of special expertise [*and jurisdiction*] are described in Appendix 1. In the event of changed circumstances or new information, it may be desirable to revise the identified Cooperator's areas of special expertise [*and jurisdiction*] without amending this MOU. The following protocol shall be utilized to revise the Cooperator's areas of special expertise [*and jurisdiction*] identified in this MOU:



1. The principal contact person (Section V, paragraph L) of the party that becomes aware of the need to revise the Cooperator's identified areas of special expertise *[and jurisdiction]* shall notify the other party's principal contact person in writing as soon as possible. The notification shall include the specific areas of special expertise *[and jurisdiction]* to be revised and the justification.
 2. Within two weeks of notification, the other party's principal contact person shall notify the first party's principal contact person in writing whether or not it is agreeable to revise the Cooperator's identified areas of special expertise *[and jurisdiction]*.
 3. If the parties agree to revise the Cooperator's identified areas of special expertise *[and jurisdiction]*, such revision shall be documented in a memorandum within two weeks of the notification of agreement describing the specific revision of the identified areas of special expertise *[and jurisdiction]* and signed and dated by both parties' principal contact persons. The memorandum shall be prepared by the Cooperator in consultation with the U.S. Forest Service. The memorandum shall be kept with and appended to this agreement.
 4. If the parties are not agreeable to revising the Cooperator's identified areas of special expertise *[and jurisdiction]*, the parties shall meet within two weeks of the notification of the failure to agree to work in good faith to resolve any points of disagreement. If the parties are able to agree through this subsection to revise the Cooperator's identified areas of expertise *[and jurisdiction]*, then the process described above shall be utilized to document the revision.
- L. The U.S. Forest Service will determine the scope, scale, methods, forums, and timing for public participation in all aspects of the revision process, including the development of the proposed Revised Plan, as well as the opportunity for public comment on the proposed Revised Plan and disclosure of its environmental impacts in accompanying NEPA documents. The Cooperator may provide recommendations on the scope, scale, timing, methods, and forums for public involvement. In cooperation with the U.S. Forest Service, the Cooperator may offer opportunities to co-sponsor public meetings and other public participation forums. The U.S. Forest Service reserves the determination of such co-sponsored meetings as opportunities for the public to submit substantive formal comment for the purposes of the pre-decisional administrative review process (36 CFR 219, Subpart B). The Cooperator may circulate public documents to solicit feedback from Cooperator boards and commissions, for example, *[list any known, relevant boards or commissions, such as Environmental Quality, Natural Resources, etc.]*, within timeframes established by the U.S. Forest Service.
- M. The U.S. Forest Service is not obligated by this MOU to provide a written response to the Cooperator's input on the Final EIS and draft plan decision for



the Revised Plan; however, the U.S. Forest Service and Cooperator principal contacts will make efforts to jointly review and discuss the Cooperator's suggested changes, analysis, recommendations and data prior to the U.S. Forest Service making the Final EIS and draft plan decision document for the Revised Plan available to the public but within the U.S. Forest Service timeframe.

- N. INFORMATION MANAGEMENT. The U.S. Forest Service will work cooperatively with the Cooperator to ensure full access to non-privileged U.S. Forest Service expertise and factual data, information, and analysis related to the special expertise [and jurisdiction] of the Cooperator so that the Cooperator may carry forth its responsibilities as cooperating agency. The Cooperator will provide the U.S. Forest Service full access to non-privileged factual data, information, and analysis related to its areas of special expertise [and jurisdiction] and relevant to the assessment and proposed Revised Plan.

Information will be freely shared with either party except when constrained by law, regulation, or policy, such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. This exchange will allow for useful comments related to the information to be exchanged amongst the parties. Any information that is exchanged may be subject to disclosure under the Freedom of Information Act (FOIA) and applicable state law.

The principal contact person for each party (Section V, paragraph O) shall act as a liaison for the information exchange. This person will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the Revised Plan, unless otherwise agreed to by the parties. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the development of the Revised Plan.

Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either entity shall be accompanied by a summary of the information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided. The Cooperator and the U.S. Forest Service will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of this MOU prior to a determination by the applicable party of the releasability of the documents under the Freedom of Information Act, 5 U.S.C. §552, or the *[equivalents for the State]*. Neither party will disclose documents exchanged or developed as a part of this MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose



the requirement of this paragraph upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.

- O. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Tami Conner Address: 599 West Price River Drive City, State, Zip: Price, Utah 84501 Telephone: 435-636-3504 FAX: 435-637-4940 Email: tamiconner@fs.fed.us	Name: Blake Bassett Address: 599 West Price River Drive City, State, Zip: Price, Utah 84501 Telephone: 435-636-3515 FAX: 435-637-4940 Email: bbassett@fs.fed.us

- P. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator Program Manager, at the Cooperator’s address shown above or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- Q. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.



- R. ENDORSEMENT. Any of the Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities, and does not by direct reference or implication convey the Cooperator's endorsement of the FS products or activities.
- S. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any U.S. Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- T. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- U. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- V. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- W. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Z. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- AA. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the



federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- BB. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- CC. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through *[anticipated date for the start of the objection period]* at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- DD. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

ELIZABETH TUBBS, Chairwoman
Grand County Commission

Date

BRIAN M. PENTECOST, Forest Supervisor
U.S. Forest Service, Manti-La Sal National Forest

Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



APPENDIX 1. Special expertise *[and jurisdiction]* provided by the Cooperator.

The Forest is seeking expertise in the following resource areas to support Plan Revision (36 CFR 219.6- 2012 Planning Rule):

- (1) Terrestrial ecosystems, aquatic ecosystems, and watersheds;
- (2) Air, soil, and water resources and quality;
- (3) System drivers, including dominant ecological processes, disturbance regimes, and stressors, such as natural succession, wildland fire, invasive species, and climate change; and the ability of terrestrial and aquatic ecosystems on the plan area to adapt to change;
- (4) Baseline assessment of carbon stocks;
- (5) Threatened, endangered, proposed and candidate species, and potential species of conservation concern present in the plan area;
- (6) Social, cultural, and economic conditions;
- (7) Benefits people obtain from the NFS planning area (ecosystem services);
- (8) Multiple uses and their contributions to local, regional, and national economies;
- (9) Recreation settings, opportunities and access, and scenic character;
- (10) Renewable and nonrenewable energy and mineral resources;
- (11) Infrastructure, such as recreational facilities and transportation and utility corridors;
- (12) Areas of tribal importance;
- (13) Cultural and historic resources and uses;
- (14) Land status and ownership, use, and access patterns; and
- (15) Existing designated areas located in the plan area including wilderness and wild and scenic rivers and potential need and opportunity for additional designated areas.



APPENDIX 2. Anticipated timeframe for the U.S. Forest Service planning process. Specific dates will be provided by the U.S. Forest Service Principal Contact.

PROCESS STEP	TIMEFRAME
Notice of initiating the assessment	July 2016
Public review of draft assessment	January/February 2016
Finalize assessment	February 2016
Identify preliminary needs for change	March 2016
Develop proposed revised plan	April-September 2017
DEIS	Begin September 2017
FEIS and ROD Completed	December 2019



United States Department of Agriculture

Understanding Your Opportunities for Participating in the Forest Service Planning Process

A Guide for State, Local, and Tribal Governments

**Prepared by the Federal Advisory Committee on
Implementation of the 2012 Land Management Planning Rule**



Forest Service

Washington Office

February 2016

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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Foreword

In 2012, the Forest Service, an agency within the U.S. Department of Agriculture, updated its land management planning requirements for the first time in 30 years with a new "Planning Rule." A key facet of this new rule is that it emphasizes the Forest Service's responsibility to engage with the public, and to work more closely with State, local, and tribal governments when national forest managers amend or revise their land management plans

Because of the importance of sustainably managing the National Forest System with the help of the public and other stakeholders, the Chief of the Forest Service and the Secretary of Agriculture established a Federal Advisory Committee. Made up of citizens representing diverse interests, the intent of the committee is to help the Forest Service achieve a more collaborative approach to land management planning as the agency implements the new Planning Rule.

While working with the Forest Service, the committee recognized that the new rule represents a big change in how the Forest Service conducts land management planning and felt strongly that a guide was essential to help State, local, and tribal governments effectively navigate and get involved in the planning process. This is that guide. We hope you find it useful.

Susan Jane Brown and Rodney Stokes, Committee Co-chairs

The Federal Advisory Committee for Implementation of the National Forest System Land Management Planning Rule

This committee was established under the authority of the Secretary of Agriculture in accordance with the provisions of the Federal Advisory Committee Act (FACA), as amended.¹ The following members were appointed by the Secretary of Agriculture:

Mike Anderson	The Wilderness Society
William Barquin	Kootenai Tribe of Idaho
Susan Jane Brown	Western Environmental Law Center
Robert Cope	Lemhi County Commissioner
William Covington*	Northern Arizona University
Adam Cramer	Leitner & Cramer PLLC
Daniel Dessecker	Ruffed Grouse Society
Russ Ehnes	National Off-Highway Vehicle Conservation Council
Steve Kandell*	Trout Unlimited
James Magagna	Wyoming Stock Growers Association
Joan May	San Miguel County Commissioner
Pamela Motley*	West Range Reclamation, LLC
Peter Nelson	Defenders of Wildlife
Martin Nie	University of Montana
Candice Price	Urban American Outdoors
Vickie Roberts	Shelton Roberts Properties
Greg Schaefer	Arch Coal Inc.
Angela Sondenaa	Nez Perce Tribe
Rodney Stokes	Michigan Governor's Office
Christopher Topik	The Nature Conservancy
Thomas Troxel	Intermountain Forest Association
Lorenzo Valdez	Rio Arriba County
Ray Vaughan	Polar Connections
Lindsay Warness	Boise Cascade Company

*First term members (June 2012-2014)

¹ See Public Law 92-463, appendix 2

This guide is dedicated to Lorenzo Valdez, who served on the Planning Rule Federal Advisory Committee representing the interests of traditional people and their access to federally managed land until his death on May 3, 2015.

Over the course of his life and career, Valdez accumulated experiences that were of great value to the committee, generally, and to shaping the Government Guide, in particular. He served as County Manager in Rio Arriba County in New Mexico and was a rancher, farmer, community activist, and family man. In his more than 3 years of service on the committee, Valdez emerged as a leader among leaders.

Valdez brought both his heart and mind to the table. He was a bridge builder among the various perspectives represented; a philosopher that understood the intersection between social, cultural, economic, and ecological dimensions from lived experience; and an advocate for traditional people. Valdez constantly reminded us that our job was to ask the right questions. Throughout his time with the committee, Valdez became more than an esteemed colleague: he was a friend and mentor to many. We dedicate the guide to Lorenzo Valdez, without whom the vision for this guide would never have come to fruition.

Contents

Purpose of This Guide	2
What Defines a State, Local, or Tribal Government?	3
Participating in the Planning Process	5
Overview of the Land Management Planning Process	5
Roles and Responsibilities of Participating Governments	5
Understanding the Roles and Responsibilities of the Forest Service	8
Methods of Engagement	9
Opportunities to Resolve Conflicts Prior to a Final Decision	13
Continuing Participation After the Plan Is Approved	14
Implementation of the Plan	14
Monitoring and Adaptive Management.....	14
Conclusion	15
Appendix: Sample Intergovernmental Memorandum of Understanding	16

Purpose of This Guide

In 2012, the Forest Service issued a new Planning Rule that guides the development, revision and amendment of land management plans for the forests and grasslands in the National Forest System. The 2012 Planning Rule places a new focus on coordination, cooperation, and collaboration between governmental interests and the Forest Service, an agency within the Department of Agriculture, as they work together to fulfill their respective missions. The purpose of this guide is to help State, local, and tribal governments better understand their opportunities for being effectively involved in the Forest Service's land management planning process. The guide covers topics such as the roles and responsibilities of participating governments, desired levels and methods of engagement, assessing the resources needed to participate effectively, and continuing participation in ongoing monitoring and adaptive management once a plan has been adopted.

The collaborative role of each State, local, and tribal government (and its agencies) in the planning process is unique. The opportunity for their involvement throughout the planning process is both required by law and essential to the successful development and implementation of land management plans. Intergovernmental participation, when carried out properly and with mutual respect for the rights and responsibilities of each government, can result in more robust land management plans that meet the needs of those governments. Such participation allows governments to more effectively coordinate the best use of limited resources, staffs, and budgets, as they work cooperatively to manage forest resources on lands across multiple jurisdictions.

Note: This guide addresses matters generally applicable to State, local and tribal governments, and is not intended to supersede or supplant government-to-government consultation and coordination with federally recognized Indian tribes and Alaska Native Corporations required by Executive Order 13175 and Public Law 108-199, 118 Stat. 452, as amended by Public Law 108-447, 118 Stat. 3267 and FLPMA, at 43 USC 1712 (b), and United States Department of Agriculture and Forest Service policies. Use of the term "tribe," "tribes," or "tribal" is intended to include federally recognized Indian tribes and Alaska Native Corporations. Federally recognized Indian tribes and Alaska Native Corporations are listed by the Bureau of Indian Affairs at <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/>

This guide is designed to describe other methods of intergovernmental engagement that tribal governments may find useful in addition to government-to-government consultation.

What Defines a State, Local, or Tribal Government?

The Planning Rule specifies that the Forest Service encourage participation by Federal agencies, State and local governments, and federally recognized Indian tribes or Alaska Native Corporations, but it does not describe what defines these entities. Therefore, entities seeking to be considered as a State, local or tribal government should first look at whether they are recognized as such by applicable laws. Tribal entities are determined by Federal and tribal law, and State agencies and local governments are determined by State law. See the examples of some unique government entities discussed in the text box below.

To be most effective, State, local and tribal governments should be prepared to clearly describe to Forest Service planning teams how their public mission or responsibilities are affected by or effect the management of National Forest System lands. Governments interested in participating will have a greater impact on the planning process by demonstrating their intent to contribute to planning efforts in an informed and engaged way. How much a government entity will need to be involved will vary by the type of engagement they are seeking as discussed in the next section.

Examples of Unique Government Entities

New Mexico Land Grants

A special form of local government in New Mexico is the community land grant-*mercedes*. If they are organized under New Mexico's land grant laws, community land grant-*mercedes* in New Mexico are political subdivisions of the State. Twenty-four community land grant-*mercedes* are official units of government within the State of New Mexico, while eight other community land grant-*mercedes* are not. Each State-recognized community land grant-*mercedes* has an elected board of directors that holds authority over planning, zoning, and other activities, including regulating land management activities consistent with State laws.

Some of the New Mexico land grant-*mercedes* have land use plans. For example, the San Joaquin De Chama Land Grant Management Plan includes management direction for riparian areas, camping, mining, grazing, cultural resources, as well as other uses and resources. Forest Service managers should give serious consideration to these land use plans, like other local government land use plans, during forest planning.

The New Mexico Land Grant Council is an agency of State government administratively attached to the New Mexico Department of Finance and Administration. It was founded in 2009 by statute and provides support to the 24 State-recognized land grants-*mercedes* in New Mexico. The council also serves as a liaison between these land grant-*mercedes* and other State agencies and the Federal Government. The New Mexico Land Grant Council and the Forest Service have developed a Memorandum of Understanding, along with a Master Stewardship Agreement, that is intended to pave the way to better cooperation and communication between the Forest Service and the land grant community.

Entities Influenced by the National Historic Preservation Act

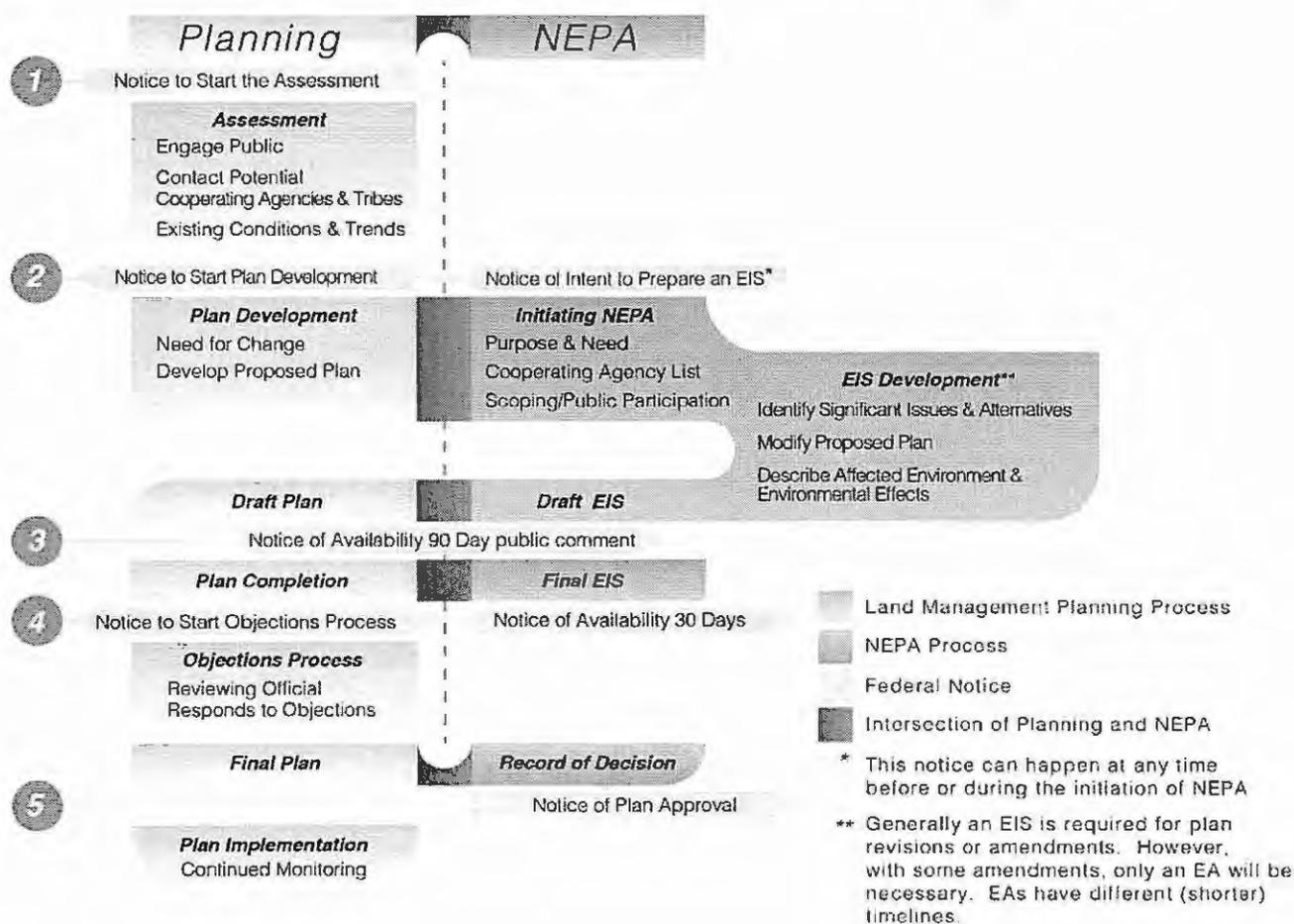
The National Historic Preservation Act contains language about the need for participation with local government agencies and other Federal agencies in land use planning, as well as in other plans that conserve cultural traditions and historic properties and support economies. This language is consistent with the intent behind the Planning Rule and should be a source of information, funding and collaboration in land management planning, especially regarding the Planning Rule's requirement to consider social, cultural, and economic elements in planning. The Act encourages the study and conservation of custom, culture, and traditions within the context of natural resource landscapes and encourages participation with local governments, tribal, and other "public" entities to consider these elements in implementing land management plans.

The Northern Rio Grande National Heritage Area is a federally designated National Heritage Area in New Mexico. This national heritage area includes an area of the upper Rio Grande valley that has been inhabited by the Puebloan peoples since pre-Columbian times. Eight pueblos are included in the heritage area: the Nambé, Ohkay Owingeh, Picuris, Pojoaque, San Ildefonso, Santa Clara, Taos and Tesuque pueblos as well as Jicarilla Apache reservation. Geographically, the National Heritage Area consists of three counties—Rio Arriba, Taos and Santa Fe.

Participating in the Planning Process

Overview of the Land Management Planning Process

The planning process consists of three major phases: assessment, plan development, and monitoring. The 2012 Planning Rule emphasizes public involvement through every step of the planning process and specifies working with State, local, and tribal governments to better serve all citizens. The graphic below shows an overview of the planning process.



During the **assessment**, the Forest Service will identify and evaluate existing economic, social, and ecological conditions in and around the national forest undergoing plan revision. **Plan development** uses the information from the assessment together with input from the public and other entities gathered through comments, collaboration, and other consultation to revise a forest plan. Once the plan is approved, it will guide project-level

decisions, like how and where to harvest timber. During implementation of the plan, **monitoring** of conditions on the ground helps determine whether the plan is actually achieving its intended desired conditions and objectives. Monitoring information helps managers determine whether they need to propose amending or revising the plan.

Roles and Responsibilities of Participating Governments

Intergovernmental participation should occur throughout the land management planning process and continue during monitoring and adaptive management. Engagement in each phase is important.

Examples of engagement include: in the assessment phase, State, local and tribal governments have the opportunity to provide all information they believe to be relevant to inform planning or the context for planning. The Planning Rule requires that responsible officials identify and consider relevant existing governmental information, such as state forest assessments and strategies, state wildlife data, relevant land management plans, local knowledge, etc. Engaging early to provide such information can help to build a cooperative relationship and ensure the agency has early access to key information. However, each State, local, or tribal government must determine its individual need for and level of participation.

While the Forest Service cannot delegate its ultimate decision-making authority, a goal of intergovernmental participation should be to identify opportunities to contribute to mutual objectives, resolve or reduce conflicts and achieve mutually agreeable outcomes with State, local and tribal governments. Examples of such outcomes could include more coordinated management of issues that cross jurisdictional boundaries, such as fire and habitat management; implementation of desired conditions and objectives that reflect joint goals with State, local and tribal governments; and recreation management that provides opportunities important to forest communities and other stakeholders. Other mutually supported outcomes could involve water management, emergency management services, and travel management planning, all of which can provide important social, cultural, and economic opportunities for affected communities.

To effectively engage with the Forest Service in the development or amendment of a land management plan requires communication, collaboration, coordination, and cooperation. These are further defined and explored below. The key to success for State, local and tribal governments is the willingness to make an investment of time to build and cultivate relationships and do their homework. Having a seat at the table is only one part of the participation equation. Being willing to attend meetings, read planning documents, and develop an understanding of the planning and environmental analysis process is what gets results. The bottom line for engaging in the land management planning process is that it really is an investment in time and resources that can spread over decades. Although that may seem like a long time, such an investment can help ensure mutually supported interests while acknowledging and maintaining the customs and culture of the local area. The resource needs will vary significantly according to the type of participation selected. Governments should consider principles and practices critical to successful participation at all levels. These include:

- a philosophy that planning is a collaborative partnership with the Forest Service;

-
- designation of one or more individuals as liaison(s) to the Forest Service planning team;
 - a commitment to constructive participation in all meetings applicable to the role of governmental entities;
 - a commitment to continuing involvement in implementation, monitoring and adaptive management; and
 - a commitment to serving as connections between citizens and the Forest Service.

Understanding the Roles and Responsibilities of the Forest Service

To effectively participate in national forest planning, governments will require lead time to arrange for budgets and staffing. Therefore, to optimize the collaborative potential of these intergovernmental relationships, the Forest Service should communicate with interested governments prior to the start of the planning process.

The 2012 Planning Rule places a strong emphasis on providing opportunities for meaningful participation early and throughout the planning process, and directs outreach to “Tribes and Alaska Native Corporations, other Federal agencies, State and local governments, individuals, and public and private organizations or entities.” This is an “open door” invitation to participate. The purpose is to foster greater recognition and discussion of issues that have cross-boundary effects, look for common objectives and solutions, and find opportunities to integrate management across landscapes.

Both the obligation and the opportunity for the Forest Service to engage State, local, and tribal governments in the planning process are emphasized in the 2012 Planning Rule:

In providing opportunities for engagement, the responsible official shall encourage participation by:

(iv) Federal agencies, States, counties, and local governments, including State fish and wildlife agencies, State foresters and other relevant State agencies. Where appropriate, the responsible official shall encourage States, counties, and other local governments to seek cooperating agency status in the NEPA process for development, amendment, or revision of a plan. The responsible official may participate in planning efforts of States, counties, local governments, and other Federal agencies, where practicable and appropriate.

(v) Interested or affected federally recognized Indian Tribes or Alaska Native Corporations. Where appropriate, the responsible official shall encourage federally recognized Tribes to seek cooperating agency status in the NEPA process for development, amendment, or revision of a plan. The responsible official may participate in planning efforts of federally recognized Indian Tribes and Alaska Native Corporations, where practicable and appropriate.

Furthermore, the rule requires coordination with related planning efforts:

The responsible official shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian tribes, Alaska Native Corporations, other Federal agencies, and State and local governments.

In addition, the rule requires land managers to review the relevant planning and land use policies of other government entities and consider the relationship of those policies to the unit and the planning process:

For plan development or revision, the responsible official shall review the planning and land use policies of [these entities], where relevant to the plan area. The results of this review shall be displayed in the environmental impact statement (EIS) for the plan (40 CFR 1502.16(c), 1506.2). The review shall include consideration of: (i) The objectives of [these entities], as expressed in their plans and policies; (ii) The compatibility and interrelated impacts of these plans and policies; (iii) Opportunities for the plan to address the impacts identified or contribute to joint objectives; and (iv) Opportunities to resolve or reduce conflicts, within the context of developing the plan’s desired conditions or objectives.

Importantly, the rule makes clear that each entity retains its own jurisdictional and decision-making authority:

Nothing in this section should be read to indicate that the responsible official will seek to direct or control management of lands outside of the plan area, nor will the responsible official conform management to meet non-Forest Service objectives or policies (36 CFR 219.4(b)).

Forest Service efforts to engage State, local and tribal governments in land management planning are intended to contribute to developing a final plan that is integrated across landscapes and has the kind of broad support that is essential to successfully implementing that plan.

While successful intergovernmental participation is heavily influenced by the local issues and relationships that have evolved before the start of the planning process, the Forest Service has a responsibility to ensure it provides opportunities for a level of engagement appropriate to the local issues and relationships. Good Forest Service practices that can enhance relationships with governmental entities include:

- understanding the various types of intergovernmental engagement as outlined in this guide, being prepared to fully explain these to representatives of State, local, and tribal governments, and assisting them in determining the role most appropriate to their interests and resources;
- engaging State, local, and tribal representatives well in advance of formally initiating the planning process;
- encouraging that agreed-upon engagement processes be formalized in a memorandum of understanding to avoid later confusion and misunderstandings;
- designating one or more individuals on the planning team to be the primary contact for participating governmental entities;
- engaging participating entities regarding good communication strategies for how to best relate to their constituencies; and
- whenever possible, attending meetings when participating entities request Forest Service presence,.

Methods of Engagement

State, local, and tribal involvement can occur in several ways and governments can select one or all of these methods. There is no one way of engaging; each entity must determine what types and levels of engagement are most effective for its situation. Active communication is a critical component of each of these methods and is fundamental to success. Active communication is needed before, during, and after the planning process is complete. Governments can engage in the development of the Forest Service's public participation plan at the outset of the planning process to ensure their part in the process.

There are four key methods of engagement governments can choose to be involved in Forest Service land management planning:

- 1) **Collaboration:** Collaboration is essentially people with diverse interests and ideas working together to achieve shared goals. State, local, and tribal governments can play

an important role identifying opportunities for public collaborative processes and participating in such processes. For example, collaborative groups created or facilitated by State, local, or tribal governments can play an important and constructive role promoting public participation in forest planning. State, local and tribal government participation in collaborative efforts initiated by others can also provide important opportunities to contribute to a broader understanding of the roles and contributions of a national forest as well as possible solutions to existing challenges.

What is the Required Level of Commitment for Successful Participation?

Government entities can be leaders in arranging and fostering collaborative community involvement and can seek to develop input that represents broad community consensus. These efforts can begin well in advance of the initiation of planning and can continue beyond the planning process to assist with plan implementation, monitoring, and adaptive management. Government's role should be to facilitate these efforts in the interest of increased public support, understanding, and mutually beneficial outcomes.

Collaboration in North Idaho

The Kootenai Valley Resource Initiative (KVRI) is a community-based collaborative effort in northern Idaho's Kootenai River Basin. The mission of KVRI is to improve coordination of local, state, Federal and tribal programs to restore and maintain social, cultural, economic, and natural resources. KVRI coordinates the efforts of a number of subcommittees, working with the appropriate group to accomplish the task at hand. The Kootenai Tribe was instrumental in working with local governing bodies to form the KVRI to restore and enhance the resources of the Kootenai Valley and is optimistic about the possibilities this collaboration can achieve. The Tribe believes that cooperation among all groups with a stake in the region is the only way to ensure the sound and prosperous future of the Kootenai Basin.

For more information see <http://www.kootenai.org/kvri.html>

- 2) **Cooperation:** State, local, and tribal governments often have cooperative arrangements with the Forest Service to accomplish work as a partnership. Governments should build upon or expand existing cooperative relationships with the Forest Service. The Forest Service and cooperating governments should each have a single primary point of contact designated to work together during the planning process.

A memorandum of understanding or similar mechanism is a good way to define the roles and responsibilities that foster cooperative relationships related to planning, including sharing capacity. For example, the USFS should consider adding State, local or tribal representatives to ID teams. As another example, the Forest Service and State, local or tribal government could share a resource expert or outreach staff position like a wildlife biologist or a tribal liaison to support an ID team. State and tribal fish and wildlife agencies might also agree with the Forest Service on how to effectively work together to collect and share data. Such efforts can help ensure a solid data set for monitoring, avoid redundancies, and maximize limited resources.

What is the Required Level of Commitment for Successful Participation?

Cooperation defines a relationship of ongoing communication and respect that should be

built between governments and the Forest Service. It requires an ongoing commitment that should be marked by periodic joint meetings. The planning process is an opportunity to establish this spirit of cooperation if such a relationship does not already exist.

- 3) Coordination.** Coordination of Forest Service land management planning with the related planning efforts of State and local governments is mandated by the National Forest Management Act. Coordination with tribal governments is mandated by the Federal Land Policy and Management Act² and is defined in the planning directives.³ The purpose of coordination is to ensure that landscape management has consistency across ecosystems and jurisdictions to achieve mutual goals, where possible.

The Planning Rule emphasizes coordination by requiring that the Forest Service review and consider State, local, or tribal land use plans and policies during the planning process, and assess the interrelated impacts of these plans when developing proposed actions. Although the Forest Service is not mandated to comply with these other plans, they must consider and review them during the planning process.

What is the Required Level of Commitment for Successful Participation?

Successful coordination will depend on each party taking the time to understand each other's management objectives and working to find and include mutually beneficial and coordinated direction in final plans. For upcoming or ongoing planning efforts, State, local and tribal governments should be sure to inform the Forest Service and seek mutual dialogue and engagement early in the process. Where State, local or tribal governments have already adopted relevant land use plans or planning processes and policies, active engagement with the Forest Service can ensure that those plans and policies are known, understood, and effectively considered during the Forest Service planning process. In both cases, early and active engagement to share information and objectives is necessary for success. While State, local, and tribal governments lack jurisdiction over Federal lands within their areas, these lands are often included in broad local concepts of socioeconomic wellbeing, safety, and culture.

- 4. Cooperating Agency Status:** Cooperating agency status is made available to State, local, and tribal governments (as well as other Federal agencies) under the National Environmental Policy Act (NEPA).⁴ Thus, it applies only to that portion of the planning

² From the National Forest Management Act (NFMA), "the Secretary of Agriculture shall develop, maintain and, as appropriate, revise land and resource management plans for units of the National Forest System, coordinated with the land and resource management planning processes of State and local governments and other Federal agencies," [emphasis added] [16 USC 1604(a)]. From the Federal Land Policy and Management Act (FLPMA), "[I]n the development and revision of land use plans, the Secretary of Agriculture shall coordinate land use plans for lands in the National Forests with the land use planning and management programs of and for Indian tribes by, among other things, considering the policies of approved tribal land resource management programs" [43 USC 1712(b)].

³ Coordination is defined in the committee recommendations on the Plan Directives as "Processes mandated by the NFMA (16 USC 1604(a)) and the FLPMA (43 USC 1712(b)) that require the Forest Service to work closely with state and local governments and Indian tribes on national forest planning and to give major consideration to potential impacts of national forest plans on state and local plans and land use planning and management programs of and for Indian tribes."

⁴ 40 CFR 1508.5.

process that occurs during the environmental analysis process (also referred to as the NEPA process).

The Planning Rule directs the responsible Forest Service official to encourage governmental entities to request cooperating agency status where appropriate.⁵ The Planning Handbook further directs this request should, under most circumstances, be granted by the Forest Service when the cooperator has “special expertise” or “jurisdiction by law” and can be expected to meet the cooperating agency requirements outlined in the regulations.⁶ Occasional denials of status have been based on Forest Service determination that the applicant either did not meet the criteria for being a governmental entity or lacked “special expertise” or “jurisdiction by law.” In that event, the entity that has been denied may have a right of appeal. Examples of “special expertise” or “jurisdiction by law” may include expertise in fire prevention and management, recreation management, or State fish and wildlife management jurisdiction.

The directives also encourage the Forest Service and the cooperating agency to develop a formal memorandum of understanding outlining the terms of the cooperation (see example in the appendix). Cooperating agency status should include an opportunity for involvement on interdisciplinary planning teams and access to NEPA analysis documents before a final decision is issued.

What is the Required Level of Commitment for Successful Participation? As indicated above, cooperating agency status for State, local, and tribal governments does not become effective until initiation of public participation (often referred to as “scoping”) under the NEPA process [link to graphic of planning process]. The assessment phase of planning, when the agency collects information on social, cultural, economic and ecological conditions in and around the national forest, will have been completed at this point. For this reason, governments are strongly encouraged not to wait for cooperating agency status to begin their engagement in forest plan revision. Because the granting of cooperating agency status is recognition of “special expertise” or “jurisdiction by law,” governments should carefully assess what expertise they can bring to the NEPA process as well as the capability of their designated representative(s) to deliver that expertise. These designated individuals become an integral part of the NEPA interdisciplinary team at this point. They should be able to commit the necessary time toward the process as outlined by the team leadership. The expectations and commitments of both parties should be stated in the memorandum of understanding.

⁵ 36 CFR 219.4 (a)(1); see also FSH 1909.12, Chapter 10, section 44.2.

⁶ Id., see also 40 CFR 1501.6(b).

Examples of Cooperation and Coordination

Wyoming Coalition of Local Governments

Four counties and five conservation districts in western Wyoming formed the Coalition of Local Governments in 2004 to pool resources and coordinate comments on the revisions for BLM and National Forest land use plans. In addition to the land use plans, the local governments requested cooperating agency status for all major projects in the region. While the focus has been to protect local land use plans and interests, the Coalition has shaped the economic debate by introducing a more regional economic focus and has shaped the environmental debate by identifying and addressing issues that may be of concern. The Coalition members routinely seek information from the industries important in Wyoming including agriculture and energy.

Above all, the Coalition efforts have served to inform agency officials of local government concerns and challenges which in turn will maximize the potential over the years that new Federal initiatives will be adjusted to reflect local government plans.

The California Biodiversity Council

The California Biodiversity Council was formed in 1991 to improve coordination and cooperation between the various resource management and environmental protection organizations at Federal, State, and local levels. Its purpose is to discuss, coordinate, and assist in developing strategies and complementary policies for conserving biodiversity. Members exchange information, resolve conflicts, and promote development of regional conservation practices. The Council has 42 members, including 20 State agencies, 12 Federal agencies, and 10 local governments. The Council meets 2 to 3 times a year on issues relating to natural resource conservation in California.

For more information see <http://biodiversity.ca.gov/>.

Opportunities to Resolve Conflicts Prior to a Final Decision

Final land management plans processed under the 2012 Planning Rule are no longer subject to an administrative appeals process. Today, they are governed by the “predecisional administrative review process,” also known as the “objection process.” The intent of the objection process is to allow the public and governmental entities the opportunity to review final plans and documents, and to work with the Forest Service to resolve any outstanding conflicts before a decision is signed. The Forest Service believes that considering public concerns before a decision is made aligns with the collaborative approach to public land management and results in better, more informed decisions.

The steps of the objections process are generally as follows:

- Following public notice by the Forest Service that the plan, environmental impact statement, and draft record of decision are available, there is a formal time period, normally 60 days, for the filing of an objection. Generally, only a party who has

submitted substantive formal comments on the plan is eligible to file an objection. The objection must relate to matters addressed in the comment. An exception to the requirement for a prior substantive formal comment is when the objection concerns an issue that arose after the opportunities for formal comment.

- Within 10 days of the close of an objection filing period, the responsible official must post a list of all objections and provide information as to how an “interested person” can participate in the objection resolution process. An interested person may not want to object but wants to be involved in resolution of the conflict. An interested person must have previously submitted substantive formal comments on the proposed plan.
- The Planning Rule directives outline special provisions applicable to governmental entities in the objection process. The Forest Service must directly notify tribal governments and cooperating agencies of objections that have been filed and provide them the opportunity to participate in the objection process as interested parties. State and local governments that are not cooperating agencies but who participated in the planning process are to be informed of objections and provided the opportunity to file for interested person status.

Continuing Participation After the Plan Is Approved

Implementation of the Plan

Once revision of a land management plan is complete, the Forest Service will begin managing the national forest or grassland consistent with the direction contained in the new plan. All projects, such as timber sales, motorized trail development or wildlife habitat improvement, must be consistent with direction in the revised plan. The Forest Service will continue to work with the public, other stakeholders, and government partners to develop these projects.

Monitoring and Adaptive Management

During the life of the plan, the Forest Service and its partners must work together to **monitor** the effectiveness of the revised plan. The plan monitoring program must include monitoring questions and indicators about ecological, social, cultural, and economic impacts of plan implementation. Monitoring provides feedback by testing assumptions, tracking relevant conditions over time, and measuring management effectiveness. This information helps managers determine whether to propose one or more changes to the plan through amendment or revision. The process of monitoring, evaluating, and adjusting, referred to as adaptive management, is central to the Forest Service’s ability to respond to changing conditions over time.

The Forest Service is required to develop two types of monitoring programs associated with the revised plan:

- **Plan Monitoring Program:** The plan monitoring program is designed to test whether assumptions made during planning were accurate and to track progress towards meeting the desired conditions set out in the revised plan. Information from the plan monitoring program informs the Forest Service and the public as to whether a change to the plan is necessary.

-
- **Broad-scale Monitoring Strategy:** The Forest Service is required to design and implement a broad-scale monitoring strategy to support plan monitoring. This monitoring program will be developed by the Regional Forester with input from the Forest Supervisors. It is designed to ask and answer socioeconomic and ecological questions in the plan monitoring programs that are best answered at a larger geographic scale (for example, whether and how climate change is affecting water availability across an ecosystem such as the Great Basin).

These monitoring programs do not lead to decisions about management actions; they inform the Forest Service and the public about how the land management plan is performing. Every two years, the Forest Service must use monitoring data to compile a monitoring evaluation report, which must indicate whether a change to the plan, management activities, the monitoring program, or a new assessment is warranted. If a change to the plan is appropriate based on monitoring results, the Forest Service will begin the process to amend or revise the plan. While assessments are not required for amendments, the Forest Service may do an assessment if more information is needed. In either case, the public must be provided the opportunity to be involved in any process to amend or revise the plan.

The Forest Service is required to do quite a bit of monitoring to determine whether the revised forest plan is meeting expectations, and monitoring can be expensive, time-consuming, and labor-intensive. The Forest Service expects that it will need to rely on the help of its partners to collect data for each of its monitoring programs. The Forest Service may also use existing data sources such as national and regional inventory, monitoring, and research programs that include the efforts of State, local, or tribal governments. During the planning process, State, local and tribal governments should consider opportunities for mutually beneficial multi-party monitoring. Such partnerships can increase overall capacity available for complex monitoring tasks and help design creative monitoring strategies that meet the goals of many participants.

Conclusion

Being a part of the Forest Service's land management planning process provides great opportunities for State, local, and tribal governments to work together on shared land management goals as well as individual government needs. It is the goal of all government entities to be effective, efficient, and to provide for their citizens. Early and informed involvement by State, local, and tribal government entities will foster cooperation, trust, and respectful relationships for years to come.

Appendix: Sample Intergovernmental Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN
BOARD OF COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UNCOMPAGRE NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the San Miguel County Board of Commissioners, hereinafter referred to as the "County" and the United States Department of Agriculture, Forest Service, Uncompahgre National Forest, hereinafter referred to as "Forest Service". Collectively, the County and the Forest Service may be referred to as the Parties or Cooperators.

PURPOSE:

The purpose of this Memorandum of Understanding is to establish a mechanism for consultation in land use actions and to determine appropriate involvement by each party in the development, implementation, and revisions of respective land use plans.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties recognize that policy, land use, or development decisions by one party affect similar decisions by the other. The Parties agree to coordinate their respective planning and decision making activities in a manner consistent with the respective responsibilities and authorities assigned to each.

BOTH PARTIES SHALL:

1. Cooperate in land use decision making, including consultation in land use decisions and in preparation of land use plans, including any amendment to or revision to such plans.
2. Inform each other as far in advance as possible of anticipated plans and proposed activities that might affect either party. In no case shall such information be provided less than 30 days prior to the adoption of such plans or the taking place of such activities. Furthermore, each party will consult with the other before issuing any announcements on proposed changes in land use policies or plans. Non-response by either party after 30 days from receipt of notification regarding a particular issue shall indicate lack of desire to comment on that issue.

A. FOREST SERVICE SHALL:

1. Provide for meaningful involvement of County officials in the development and implementation of land use plans, programs, regulations, and decisions for National Forest System lands and consider those views in the decision process. Participation

will include involvement in issue identification, development of planning criteria, analysis of preliminary recommendations and conflicts during the process, and the environmental documentation process.

2. To the extent possible and consistent with the laws governing the administration of the National Forest System lands, coordinate the land use inventory, planning, and implementation activities of National Forest System lands with the land use planning and implementation programs of the County. The Forest Service shall assure that consideration is given to County land use plans that are consistent with the purposes, policies, and programs of federal law and regulations applicable to National Forest System lands and management.
3. Provide an opportunity to participate in the review and/or development of the requisite environmental analysis for proposals submitted to the Forest Service that would affect land use or development in San Miguel County. Those types of applications the County may be asked to review include, but are not limited to, those examples in **Appendix A, labeled Forest Service Documents Reviewed by the County**, enclosed herewith.
4. Stipulate in land use authorizations, by reference to applicable regulations, compliance with State and local standards for public health and safety, and State and local laws except that such laws apply only to the extent they do not impermissibly conflict with the achievement of a Congressionally approved use of National Forest System lands.
5. Make available to the County, upon request, resource and land use information where not prohibited by applicable federal statutes, rules and regulations. The County agrees for the purpose of the Colorado Public Records Act, C.R.S. 24-72-204 (3)(a), to recognize the confidentiality of any documents provided upon request.
6. Make personnel available to assist the County in mutually beneficial data gathering and land use planning when determined by the District Ranger to be practical, recognizing financial and personnel constraints.
7. At the time of Administrative Segregation of Forest Service land being considered for conveyance or exchange within San Miguel County, notify the Board of County Commissioners of such Segregation, and accept and seriously consider comment from the Board of County Commissioners on possible Forest Service action.

E. COUNTY SHALL:

1. Provide for meaningful involvement for Forest Service officials in developing comprehensive plans (Master Plans), zoning, and revisions thereto, for lands in San Miguel County. The Forest Service involvement will include review and comment on planning and zoning proposals, development of best management practices, and involvement in revisions.
2. To the extent possible and consistent with the laws governing the administration of the private land within San Miguel County, coordinate the land use inventory, planning, and implementation activities of such lands with the land use planning and implementation programs of the Forest Service. The County shall assure that

consideration is given to National Forest System land use plans that are germane in the development of land use plans for private lands within San Miguel County. The Forest Service will assist in resolving inconsistencies between land use plans of the National Forest and the County.

3. Provide an opportunity to participate in the review and/or development of the requisite environmental analysis for proposals submitted to the County that would affect land use or development on National Forest System lands. Those types of applications the Forest Service may be asked to review include, but are not limited to, those examples in **Appendix B, labeled County Documents Reviewed by the Forest Service**, enclosed herewith.
4. Make available to the Forest Service, upon request, social, economic, land and resource information in the County's possession.
5. Make County expertise or personnel available for data-gathering, environmental studies, and land use planning which would be mutually beneficial when determined by the County to be practical, recognizing financial and personnel constraints.
6. Unless agreed to the contrary, the County shall not rezone any land described in D7 above, during the period between notification and actual conveyance.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES TO:

1. **FREEDOM OF INFORMATION ACT (FOIA)**. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. **PARTICIPATION IN SIMILAR ACTIVITIES**. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION/TERMINATION**. This MOU takes effect upon the signature of the Forest Service and the County and shall remain in effect for five (5) years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or the County and the subsequent written concurrence of the other Party. Either the Forest Service or the County may terminate this MOU with a 60-day written notice to the other Party.
4. **SUPERSEDED AUTHORIZATION**. This agreement supersedes and replaces the previous Memorandum of Understanding dated April 7, 1994 between the Uncompahgre National Forest and the Board of Commissioners of San Miguel County, Colorado.
5. **RESPONSIBILITIES OF PARTIES**. The Forest Service and the County and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
6. **PRINCIPAL CONTACTS**. The principal contacts for this instrument are:

Forest Service Project Contact

JUDY SCHUTZA
District Ranger

Norwood Ranger District
PO Box 388
Norwood, CO 81423

Phone: 970-327-4261
FAX: 970-327-4854
E-Mail: jschutz@fs.fed.us

Forest Service Project Contact

CHARLES S. RICHMOND
Forest Supervisor

Grand Mesa, Uncompahgre and
Gunnison National Forests
2250 U.S. Highway 50
Delta, CO 81416

Phone: 970-874-6600
FAX: 970-874-6698
E-Mail: csrichmond@fs.fed.us

*San Miguel County Board of
Commissioners*

Board Chairperson

PO Box 1170
Telluride, CO 81435

Phone: 970-728-3844
FAX: 970-728-3718
E-Mail: boccc@sanmiguelcounty.org

SECONDARY CONTACTS:

Forest Service:

Dee A. Closson
Lands Staff Officer

Norwood Ranger District
PO Box 388
Norwood, CO 81423

Phone: 970-327-4261
FAX: 970-327-4854
E-Mail: daclosson@fs.fed.us

San Miguel County Board of Commissioners

Nina Kothe
Assistant to the Board

PO Box 1170
Telluride, CO 81435

Phone: 970-728-3844
FAX: 970-728-3718
E-Mail: ninak@sanmiguelcounty.org

7. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate either the Forest Service or the County to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the County will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
8. **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
9. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in the document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

SAN MIGUEL COUNTY BOARD OF
COMMISSIONERS

Board Chairperson DATE

USDA FOREST SERVICE

JUDY SCHUTZA DATE
District Ranger

USDA FOREST SERVICE

CHARLES S. RICHMOND DATE
Forest Supervisor

The authority and format of this instrument has
been reviewed and approved for signature.

MERNA FEHLMANN DATE
FS Agreements Coordinator

Appendices:

Appendix A: Forest Service Documents Reviewed by the County

Appendix B: County Documents Reviewed by the Forest Service

Appendix A

Forest Service Documents Reviewed by the County

San Miguel County will be afforded an opportunity to review and comment on the following types of applications or proposals that may be filed with the Forest Service and which may impact private land within San Miguel County, including, but not limited to:

1. Sales, exchanges, leases, or other conveyances of lands, and any changes in designation of parcels for disposal to private ownership on the Norwood Ranger District Land Adjustment Map.
2. Withdrawals and revocations.
3. Rights-of-way for roads, power lines, pipelines, telephone lines and other projects.
4. Forest planning information, resource information and resource management plans.
5. Environmental assessments and environmental impact statements.
6. Forest Service designations of special use area, i.e., community gravel pits, communications site complex(s).
7. Oil, gas, and mineral exploration, development and production.
8. Mineral exploration and reclamation plans.
9. Mined land reclamation plans.
10. Sand and gravel contract applications.
11. Proposed timber sales and timber management plans affecting County roads and bridges.
12. Water diversion projects.
13. Recreation plans.
14. Revisions of grazing allotment management plans.
15. Special Use Permits which may affect private lands in the unincorporated areas of the County.

Appendix B

County Documents Reviewed by the Forest Service

The Forest Service will be afforded an opportunity to review and comment on the following types of applications or proposals that may be filed with San Miguel County and which may impact public lands, including, but not limited to:

1. Residential subdivisions, mobile home parks and commercial or industrial development within one mile of Forest Service land.
2. Roads, power lines, pipelines, telephone lines, and similar rights-of-ways.
3. Solid waste disposal sites and sewage treatment sites within one mile of Forest Service lands.
4. Sand and gravel permits within one mile of Forest Service lands.
5. Building permits where access to the site crosses Forest Service lands. (*For situations where a new road or driveway connects to a Forest Service road or crosses Forest Service lands.*)
6. Special Use Permits which may affect Forest Service lands.
7. Zoning regulations, amendments and changes.
8. Subdivision regulations, amendments and changes.
9. County reviews regarding Areas and Activities Designated as Matters of State interest (1041 Regulations).
10. County Road Designations and Standards, regulations, amendments and changes.
11. Pesticide spraying areas (Pesticide use proposal required 30 days prior).
12. Dust prevention plans.
13. Plowing snow – Forest Service Developed routes.
14. Multi-use trails plans.
15. Actions affecting existing or potential access to Forest Service land.

2011



United States
Department of
Agriculture

Forest
Service

Manti-La Sal
National Forest

Supervisor's Office
599 West Price River Drive
Price, UT 84501
Phone # (435) 637-2817
Fax # (435) 637-4940

File Code: 1620

Date: August 2011



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

Dear Grand County Council:

Several years ago when the Manti-La Sal was engaged in Forest Planning, your county had cooperating agency status. The agreement formalizing this relationship has expired. In order for us to continue this beneficial relationship, we have created another Memorandum of Understanding (MOU) between the county and the Manti-La Sal National Forest. Before we take further steps along the path of approval, we would like each of you and your county attorney to review the attached agreement.

As is the case with all federal agreements, this one has a number of mandatory clauses. In addition, the template for MOUs has changed so this one does not look like the previous agreement.

The Moab-Monticello District Ranger, Mike Diem, and Rosann Fillmore will be meeting with you at one of your regularly scheduled Council meetings in September or October. At that time, I hope we will be able to have your approval of the agreement and acquire signatures. The agreement will be in effect for five years, unless terminated by one of the parties.

Enclosed are two (2) originals of the proposed Memorandum of Understanding, Agreement #12-MU-11041000-003 regarding Grand County's Cooperating Agency status. Each needs to be signed by the county Council chairman, if it is approved at your meeting.

If you have questions or concerns, please contact Rosann Fillmore, Public Affairs Specialist at 435-636-3525 or rdfillmore@fs.fed.us; or Cindy Sessions, Grants and Agreements Specialist at 801-975-3491 or chsessions@fs.fed.us. Thank you for your consideration.

Sincerely,

PAMELA E. BROWN
Forest Supervisor





2011

FS Agreement No. 12-MU-11041000-003
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
GRAND COUNTY
And The
USDA, FOREST SERVICE
MANTI - LA SAL NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Grand County, hereinafter referred to as "Grand County," and the USDA, Forest Service, Manti - La Sal National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: The Manti-La Sal National Forest is partially located within the boundaries of Grand County. It has a mission to manage the forest resources in a way that benefits resources and users, many of whom live in Grand County. Grand County officials have been duly elected to represent the residents of Grand County. As the Forest Service engages in broad scale programmatic planning, both Grand County residents and the agency would benefit from a cooperative relationship. This agreement allows for open discussion and exchange of ideas between Grand County officials and Forest Service officers regarding the best management of forest resources.

Title: Cooperating Agency Agreement

- I. **PURPOSE:** The purpose of this MOU is to establish Cooperating Agency status for Grand County regarding broad scale programmatic planning for the management of forest resources and to define the relationship and duties of the Forest Service and Grand County for that purpose in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Since a portion of the Manti - La Sal National Forest resides in Grand County and many of the inhabitants use and enjoy much of the forest resources, it is beneficial to both the U.S. Forest Service and Grand County to cooperate in the planning process regarding the use of such resources.

The U.S. Forest Service strives to protect forest resources while serving the multiple, varied needs of the people who use and enjoy the forest. It is more likely to meet these goals if it has open and frequent discussions with the people who live near the forest and the officials elected to represent them.

By cooperating with Grand County the U.S. Forest Service will have more opportunity to consider the diverse ideas and opinions regarding the management of



forest resources; and Grand County will have more involvement in planning for the management of forest resources than would be possible otherwise.

In consideration of the above premises, the parties agree as follows:

III. GRAND COUNTY SHALL:

- A. Attend planning meetings and hearings at the invitation of the Forest Service. A designated commissioner or their representative will provide comments, information and data available to Grand County that would assist the Forest Service in planning for the best management of resources.
- B. Provide available maps, reports and studies to the U.S. Forest Service for forest management planning purposes.
- C. When requested, provide review, analysis and comments regarding any draft documents related to planning.
- D. Be available to discuss any documents or analysis provided by Grand County with the planning Interdisciplinary Team and other planning officials.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide current information to Grand County regarding its planning process, matters under consideration, schedule of meetings, and personnel contact information.
- B. Develop a consistent method of communication for the development of forest management plans that is consistent with the "Notices" clause of the agreement.
- C. Provide maps, reports, studies, expert time, staff time, which will help the Grand County fully cooperate in the planning process.
- D. Be available to discuss any documents or analysis provided to Grand County.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. DELIBERATIVE PROCESS. Documentation of or pertaining to pre-decisional analysis and deliberations shall be treated as privileged interagency communication and managed as protected records to the extent allowed under federal and state laws.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Name: Chris Baird Address: 125 E. Center Street City, State, Zip: Moab, UT 84532 Telephone: 435-259-1342 Email: cbaird@grand.utah.gov	Name: Melinda Brimhall Address: 125 E. Center Street City, State, Zip: Moab, UT 84532 Telephone: 435-259-1347 Email: melindabrimhall@grand.utah.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Rosann Fillmore Address: 599 W. Price River Drive City, State, Zip: Price, UT 84501 Telephone: 435-636-3525 FAX: 435-637-4940 Email: rfillmore@fs.fed.us	Name: Cindy Sessions Address: 2222 West 2300 South City, State, Zip: Salt Lake City, UT 84119 Telephone: 801-975-3491 FAX: 801-975-3483 Email: chsessions@fs.fed.us

- C. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.
- D. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Grand County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the MOU.
- To Grand County, at Grand County's address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- E. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or Grand County from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. **ENDORSEMENT.** Any of Grand County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Grand County's products or activities.



- G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Grand County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise there from, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- K. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All



cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Grand County is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Grand County is cooperating with the U.S. Forest Service, Department of Agriculture, Manti - La Sal National Forest in planning for the management of forest resources."

Grand County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Grand County is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Grand County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- N. NONDISCRIMINATION STATEMENT -- PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:



"This institution is an equal opportunity provider."

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Grand County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Grand County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, and then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2016 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

CHRIS BAIRD, Council Chair
Grand County

9-20-11

Date

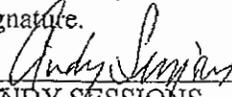
PAMELA BROWN, Forest Supervisor
U.S. Forest Service, Manti - La Sal National Forest

9/21/11

Date



The authority and format of this agreement have been reviewed and approved for signature.


CINDY SESSIONS

8/5/11
Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-3339 (TDD) or (866) 377-8542 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016

Agenda Item: P

TITLE:	Adopting proposed resolution establishing Grand County's role as lead agency in the local Intergenerational Poverty Initiative (IGP)
FISCAL IMPACT:	None/minimal
PRESENTER(S):	Chairwoman Tubbs

Prepared By:

Ruth Dillon
Council Administrator
(435) 259-1347
rdillon@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

None requested

RECOMMENDATION:

I move to adopt the proposed resolution establishing Grand County's role as lead agency in the local Intergenerational Poverty Initiative and authorize the Chair to sign all associated documents.

BACKGROUND:

See attached proposed resolution.

ATTACHMENT(S):

1. Proposed resolution

RESOLUTION _____

A RESOLUTION OF THE GRAND COUNTY COUNCIL ESTABLISHING GRAND COUNTY'S ROLE AS LEAD AGENCY IN THE LOCAL INTERGENERATIONAL POVERTY INITIATIVE

WHEREAS, state and local officials have been actively seeking solutions to break the cycle of intergenerational poverty, defined as “poverty in which two or more successive generations of a family continue in the cycle of poverty and government dependence;” and

WHEREAS, in 2012 the Utah legislature passed the Utah Intergenerational Poverty Mitigation Act, which requires state agencies to work collaboratively to identify, track and support families at risk of intergenerational poverty; and

WHEREAS, in 2012 and 2013 the Utah legislature created and implemented the Intergenerational Welfare Reform Commission, comprised of the state departments of Workforce Services, Human Services, Health, Education, and Juvenile Court, with a primary focus on children in poverty; and

WHEREAS, the Intergenerational Welfare Reform Commission gathered and analyzed data into four focus areas of child well-being: Early Childhood Development, Education, Family Economic Stability, and Health—each with a five- and 10-year goal; and

WHEREAS, according to research compiled by the Intergenerational Welfare Reform Commission, in Grand County—one of Utah’s counties with the largest number of children at risk of intergenerational poverty—52% of children are at risk of remaining in poverty as adults; and

WHEREAS, Workforce Services, as part of the Intergenerational Welfare Reform Commission, is working with multiple state agencies and other key partners to understand intergenerational poverty and reduce the number of children who remain in poverty as adults; and

WHEREAS, Workforce Services is currently encouraging eligible communities to submit for a rural “Community Planning Grant to Address Intergenerational Poverty” through Temporary Assistance for Needy Families (TANF),” a federal block grant awarded to states to provide the opportunity to develop and implement innovative strategies and approaches to remove families from dependency on public assistance and into work; and

WHEREAS, the purpose of the rural Community Planning Grant is to encourage counties with the largest number of children at risk of intergenerational poverty to develop a county-level plan and local outcomes and solutions that reduce the incidence of poverty from one generation to the next; and

WHEREAS, communities to be considered for the Community Planning Grant will provide evidence of strong engagement and leadership at all levels and across multiple systems, and include a strong leadership team with required local partners from agencies overseeing human services, association of governments, health, workforce development, higher education, education and early childhood; and

WHEREAS, communities to be considered for the Community Planning Grant must demonstrate the ability to track and manage data based on outcomes; and

WHEREAS, partnerships are required from each of the following: Early Childhood, Public Health, K-12 Education, Workforce Development, Economic Development, Higher Education, Behavioral Health, Juvenile Justice, and an organization representing families experiencing poverty; and

WHEREAS, a local partnership is the process of forming the local Intergenerational Poverty Initiative with local representation from the Grand County Council, Head Start, the Health Department, the School District, Workforce Services, the Small Business Development Center, Utah State University-Moab, Juvenile Justice Court, and the Moab Valley Multicultural Center; and

WHEREAS, a lead agency must be able to support the local partnership and its ability to identify and contract with a planning team coach to support the planning efforts; and

WHEREAS, in order to receive funds from the rural Community Planning Grant, eligible counties must submit a letter of interest from a lead agency; and

WHEREAS, a lead agency must be one of the following: County Government, Local Education Agency, Behavioral Health Authorities, Association of Government-Tripartite Board, City Government, Higher Education, or Local Public Health Agency; and

WHEREAS, the forming local partnership is in favor of having Grand County act as the lead agency on behalf of the local Intergenerational Poverty Initiative.

NOW THEREFORE, THE GRAND COUNTY COUNCIL RESOLVES THAT:

Grand County shall be named as lead agency for the local Intergenerational Poverty Initiative with the intention of supporting the local partnership in moving forward with planning efforts to break the cycle of intergenerational poverty.

APPROVED THIS __16th__ DAY OF __AUGUST, 2016, BY THE FOLLOWING VOTE:

AYE: _____
NAY: _____
ABSENT: _____

ATTEST:

GRAND COUNTY COUNCIL

Diana Carroll, Clerk/Auditor

Elizabeth A. Tubbs, Chair

DRAFT

CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 16, 2016

Consent Agenda Item: Q

TITLE:	Q. Approving retail beer license for Western Spirit Cycling for Outerbike – Consumer Bike Show scheduled for September 30-October 2, 2016
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:

Bryony Chamberlain
Council Office Coordinator
435-259-1346
bchamberlain@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:
N/A

RECOMMENDATION:

I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

BACKGROUND:

See corresponding agenda summary, if any, and related attachments.

ATTACHMENT(S):

See corresponding agenda summary, if any, and related attachments.

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 WESTERN SPIRIT CYCLING - ASHLEY KORENBLAT

Address 478 MILL CREEK DR, MOAB, UT 84532

Nature of Business OUTERBIKE - CONSUMER BIKE SHOW

Address of Business 478 MILL CREEK DR, MOAB, UT 84532

Hereby applies for a license to vend light beer at retail for and on behalf of _____

OUTERBIKE

whose { partners
officers and
directors } are as follows: ASHLEY KORENBLAT

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 BAR M - MOAB BRAND TRAILS - TRAILHEADS in MOAB, Utah, for a term of 1 months, commencing the 30 day of SEPTEMBER, 2016, and ending the 2 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 5TH day of AUGUST, 2016
ASHLEY KORENBLAT

APPROVED BY GRAND COUNTY COUNCIL
Date 8/16/16 Sanitarian [Signature]
Date 8/15/16 Grand County Sheriff [Signature]
Date _____ Council Chair _____

EVENT PERMIT
“TEMPORARY BEER”
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 _____, [] City [] Town County
Local business license authority

hereby grants its consent to the issuance of a single event permit license to:

Applicant Entity/Organization: OUTERBIKE / WESTERN SPIRIT CYCLING

Event location address: BAR M - BRANDS TRAILHEAD, MOAR UT 84532
street city state zip

On the SEPTEMBER 30 day(s) of OCTOBER 2, 2016
dates month year

during the hours of 6AM - 10PM, pursuant to the provision of Utah Code 32B-9.
defined hours from - to

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
Single Event Local Consent (02/2012)