



GRAND COUNTY COUNCIL REGULAR MEETING

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

AGENDA

Tuesday, October 4, 2016

4:00 p.m.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - A. September 20, 2016 (County Council Meeting)
 - B. September 23, 2016 (County Council Special Meeting: Budget Workshop)
 - C. September 30, 2016 (County Council Special Meeting: Budget Workshop)
- ❑ **Ratification of Payment of Bills**
- ❑ **Elected Official Reports**
- ❑ **Council Administrator Report**
- ❑ **Department Reports**
 - D. 2015 Community Development Report (Zacharia Levine, Director)
- ❑ **Agency Reports**
 - E. 2016 Honey Bee Inspection Report (Jerry Shue, Grand County Honey Bee Inspector)
- ❑ **Citizens to Be Heard**
- ❑ **Presentations** (none)
 - F. PowerPoint presentation on Red Rock Speedway proposal for motocross lease renewal under new management (David Adams, Red Rock Speedway, LLC Board, President)
- ❑ **Discussion Items**
 - G. Discussion on proposed policy exception regarding initial grade and step assignments for entry level law enforcement positions (Graig Thomas, Human Resources Director and Sheriff White)
 - H. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section S, Public Hearings, continued from August 16, 2016 (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) (*allow 15 minutes*)
 - I. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- ❑ **General Business- Action Items- Discussion and Consideration of:**
 - J. Approving the proposed 2016 property tax abatements and cancelations through 9/28/2016 (Chris Kauffman, County Treasurer)
 - K. Approving 2016 Board of Equalization Hearing Officer's recommendations (Diana Carroll, Clerk/Auditor)
 - L. Approving surplus declaration of heavy equipment for online auction (Cody McKinney, Fleet Manager)
 - M. Approving the formation of a temporary EMS Stakeholder Group, with proposed community representation, to review options in order to make a recommendation on long-term placement and sustainability of Emergency Medical Services as an agency (Andy Smith, EMS Director)

- N. Adopting proposed ordinance approving amendments to the Grand County Land Use Code (LUC) Section 9.17 Site Plan Review (Zacharia Levine, Community Development Director)
- **Consent Agenda- Action Items**
 - O. Approving proposed State of Utah contract amendment between Grand County and Utah Attorney General's Office to increase funding for the Children's Justice Center Program effective July 1, 2016
 - P. Approving proposed grant agreement between the Utah Department of Natural Resources, Division of Wildlife Resources and the Grand County Weed Department for the completion of riparian habitat restoration on the Lower Dolores River
 - Q. Ratifying the Chair's signature on proposed Geographic Information System (GIS) support block with GIS Inc.
 - R. Ratifying the Chair's signature on proposed professional services statement of work with LanDesk
- **Public Hearings- Possible Action Items**
 - S. Public Hearing to hear public comment on a proposed resolution for a Conditional Use Permit– Day Care Center General, care for more than eight (8) children at one time– located at 4508 Vista Verde Circle in the Pueblo Verde Subdivision, a Planned Unit Development (PUD) (Community Development Department Representative)

6:00 p.m.

- T. Public Hearing to allow interested parties to present arguments in favor of and against the proposed rural health care facilities sales and use tax ballot proposition, "Proposition 3: Canyonlands Care Center and Ambulance Services Sales Tax," for the November General Election (Chairwoman Tubbs)
- **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.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: D

| | |
|-----------------------|---|
| TITLE: | 2015 Community Development Report |
| FISCAL IMPACT: | None |
| PRESENTER(S): | Zacharia Levine, Community Development Director |

Prepared By:

Bryony Chamberlain
435-259-1346

BACKGROUND:

2015 Community Development Department Report

ATTACHMENT(S):

1. PowerPoint – To be provided

FOR OFFICE USE ONLY:

Attorney Review:

N/A

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: E

| | |
|-----------------------|--|
| TITLE: | 2016 Honey Bee Inspection Report |
| FISCAL IMPACT: | None |
| PRESENTER(S): | Jerry Shue, Grand County Honey Bee Inspector |

Prepared By:

Jerry Shue
Grand County Honey
Bee Inspector
867 Rainbow Drive
Moab, UT 84532
435-260-8581

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

In 2015 Grand County Council passed Ordinance 531 2015, which (a) designated beekeeping as a permitted use, (b) prohibited migratory beekeeping south of I-70, and (c) limited bee yards in the county to 25 colonies. The purpose of the ordinance was to allow continued progress toward locally adapted survivor bees.

(Note – Migratory beekeeping involves moving bee hives, usually in large numbers, from region to region in order to pollinate crops, make honey, or winter them in a milder climate. Issues related to large scale migratory beekeeping include (a) routine treatment for mites and bacterial diseases, which inhibits natural resistance and compromises bee health, (b) over-crowding of large numbers of colonies, which spreads pathogens and stresses bees, (c) creating unnaturally large colonies and preventing swarming, which promotes high mite levels, and (d) moving colonies, which stresses bees and spreads pathogens. The ordinance does not prohibit bringing individual colonies or queens into the county.)

Two Utah legislative bills regarding beekeeping were introduced last session, one of which would have prohibited local control of beekeeping activities. Neither passed, but the question of local control will come up again.

As of September, 2016 there were 48 known beekeepers in Grand County, with roughly 120 colonies. Both figures represent about a 10-15% increase from previous counts. In addition, there were 25 migratory colonies pollinating melon fields in Green River (north of I-70) this summer.

As of September, 2016, I have made roughly 70 inspection / assistance visits this season.

There is no evidence of American Foulbrood (a bacterial disease) in Grand County and no need for, or use of, antibiotics.

In contrast to most beekeeping in the United States, most colonies in Grand County are not treated with miticides to control Varroa mites, yet we have multi-year-old colonies surviving with strong healthy queens and larvae. The mechanisms involved in that survival are not clear, but are

almost certainly related to the isolation of our bees and propagation of our surviving stock.

Samples from Grand County's untreated colonies will soon be included in a national study to examine why some colonies are better able to survive the presence of Varroa mites.

Three bee yards in the county were sampled under a USDA-APHIS program conducted by the Utah Department of Agriculture and Food and myself. The results will give us information on how the health of our bees compares to those nationally.

In an effort to lessen the influx of mass produced, ill-adapted commercial bees, this year several Moab beekeepers initiated a local survivor queen rearing project and raised about 35 queens from our best local stock for our local beekeepers at no charge for the queens. We will continue the effort next year.

To date I have sent 18 samples from wild (feral) honey bee colonies living in Grand and San Juan Counties to the University of Arkansas for genetic testing. While there have been colonies of African lineage found in both counties, there have been no incidents of unusual aggression or stinging in SE UTAH, as in the so-called "Invasion of the Killer Bees."

Two colonies are being maintained at the UMPTRA site, in the hopes of contributing to the revegetation efforts at the facility. Honey from those hives has been tested for radioactive isotopes and found to read no higher than normal background levels.

I will be submitting a current map of local honey bee yards to the Mosquito Abatement District and the Moab Weed Department in order to maintain communication regarding our various insect friends and foes.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: F

| | |
|-----------------------|--|
| TITLE: | PowerPoint presentation on Red Rock Speedway proposal for motocross lease renewal under new management |
| FISCAL IMPACT: | None |
| PRESENTER(S): | David Adams, Red Rock Speedway, LLC Board, President |

Prepared By:

David Adams President
Red Rock Speedway

435-327-0499
Cojeep84@yahoo.com

BACKGROUND:

Discussing new use, management of the new Red Rock Speedway Motocross proposal and lease to be reissued in the name of the Red Rock Speedway LLC, for a period of 5 years based upon the current lease stipulations.

ATTACHMENT(S):

PowerPoint
Lease Agreement with Red Rock Dirt Riders, Inc. (non profit)

FOR OFFICE USE ONLY:

Attorney Review:

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Red Rock Speedway Proposal



Location and layout



OLD SCHOOL ROCK CRAWL

MILLARD COUNTY PROVING GROUNDS
MAY 24-25, 2013

NEMESIS
INDUSTRIES

JK CLASS

DROUBAY
CHEVROLET

www.droubaychevrolet.com

LOW RANGE
OFFROAD

WWW.CDMF.COM
CUSTOM DRIVE SHAFTS

ZIONS BANK

MILLARD
COUNTRY

Baggs
Testing & Rental

Jubilee

Roper Lumber
ACE

MAXXIS

Delta Freeze

SEARCH
DRUGS

Diamond
DRILL

SEXTON
DRILL

TUFF
COUNTRY

TRUCK
DRIVE

THE HUBB

18

18

Looney Plaza
Pizza

Zanata's
Mexican Restaurant

U.S. West Group

Oasis Seed

WWW.OLDSCHOOLROCKCRAWL.COM

Delta, Utah Proving grounds



Obstacles are built from dirt and debris, then sprayed with reinforced concrete



The sport of rock crawling is exciting for everyone, and teens can get involved as judges. It also attracts spectators of all ages.



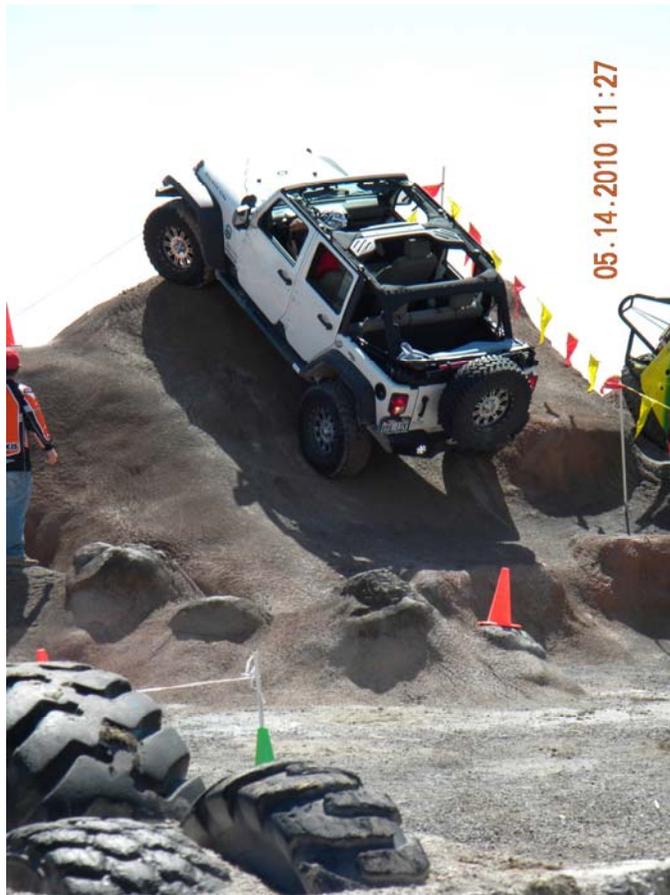
There are barriers to keep spectators at a safe distance. Competition crawling requires teamwork and communication.



Old School rock crawl attracts a large crowd of both spectators and competitors, which helps the town economy immensely. From restaurants to parts stores to campgrounds.



Buggies, Jeeps (old and new), everyone can compete.



Events of all sorts can be incorporated, from lawn mower races to ultra 4 style rock racing, giving everyone an opportunity to take part.







Motocross is also enjoyable for all ages, as both spectators and competitors.



The purposed Red Rock Speedway motocross track is already existing, but needs improvements and changes.



Competitors are often times friends, and help one another out. They are passionate about pushing the sport forward.



1st AMENDMENT TO THE RED ROCK SPEEDWAY LEASE AGREEMENT

THIS AGREEMENT is amended this 2nd day of September, 2008, by and between Grand County, a body corporate and politic of the State of Utah (herein referred to as "Lessor"), and Red Rock Dirt Riders, Inc (6501667-0140) a 501(c)(3) organized in Utah (herein referred to as the "Lessee").

WHEREAS, Lessor is the owner of the real property known as Red Rock Speedway, and described more particularly as: SE 1/4 NW 1/4, Section 1, T27S, R22E, SLB&M, containing 40 acres, more or less.

WHEREAS, Lessee desires to lease the property.

WHEREAS, The parties desire to enter an agreement whereby Lessor shall also consider options for Lessee to purchase the property in the future in accordance with the Utah Code and Grand County ordinances pertaining to sale of real property.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

TERMS AND CONDITIONS

1. TERM AND TERMINATION

Lessor hereby leases the premises described in Exhibit A and buildings constructed for a term of ten (10) years commencing upon December 1, 2006, and terminating on November 30, 2016. In the event that Lessee fails to sponsor and actually hold two race track events during one calendar year, Lessor may terminate this Agreement at Lessor's option. Either party may terminate this Agreement at any time during the term by providing written notice of termination to the other party sixty (60) days prior to termination.

2. RENTAL

Lessee shall pay a total rent of One Dollar(s) (\$1.00) per year, due on the 1st day of December each year while this lease is in effect.

3. TAXES AND UTILITIES

Lessor shall pay all utility charges and real property taxes assessed against the real property and any buildings constructed thereon.

4. REPAIRS

Lessee shall be responsible for all repairs to the premises that become necessary after its occupancy commences.

5. INSPECTION

Lessee acknowledges careful inspection of the plans of the leased property and agrees to accept the same. Lessee shall maintain the premises in good condition. Normal maintenance is to be carried out by Lessee.

6. REMODELING

Lessee is given the right to remodel the subject property strictly on the following terms and conditions that Lessor approves of said remodeling in writing; and, that Lessee agrees to hold Lessor harmless with respect to the cost and liability relating thereto. Lessee expressly acknowledges and agrees that in such remodeling activity it does not act as agent of Lessor and shall contract for the same in Lessee's name. If the remodeling includes a contract with a third party the Lessee shall provide evidence to the Lessor the Lessee has funds available for the contracted or bid amount of the remodeling. All such improvements, not including trade fixtures, shall become the property of Lessor upon termination of this lease.

7. INSURANCE

Lessee shall have and maintain liability insurance, providing general liability coverage for at least \$1,000,000.00 or more per claim or occurrence, and \$1,000,000.00 in the aggregate. Lessor shall maintain casualty insurance on the buildings on the lease property in the amount of \$1,000,000.00 during the term of this Agreement.

Lessee shall provide proof of insurance to Lessor prior to the execution of this Agreement, yearly with the lease payment. The yearly insurance coverage shall be approved by Lessor, and insurance coverage shall name Lessor as additional insured.

Prior to the promotion of any event the Lessee shall require the promoter of the event to have insurance for the event that will take place on the leased property. The promoter shall provide proof of coverage which shall be approved by Lessor, and shall name Lessor and Lessee as additional insureds.

8. RIDE DAYS

Lessee shall hold 2-3 ride days per week for the public, subject to: race organization Bylaws, weather constraints, availability of water and number of riders.

9. RESTRICTION OF USE

The leased property is to be used as a race track and for patron parking associated with motorsport racing and its promotion. Lessee agrees to obey all governmental regulations and laws respecting operation of the leased property. Other than associated motorsport racing, Lessee shall not conduct any activity which is hazardous, unlawful, or would increase the casualty insurance premiums on the premises.

10. DEFAULT AND FORFEITURE

Lessor shall, on default with respect to any of the provisions of this lease by Lessee, provide Lessee with written notice of any breach of the lease terms or condition, and Lessee shall then have either 30 days to either correct the condition, or, commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms

and conditions of this Agreement by any other method available under the law, or Lessor may declare a forfeiture within 60 days of providing notice to Lessee.

11. HOLDING OVER

Lessee shall pay to Lessor a monthly sum equal to the rent specified in this lease plus one hundred per cent (100%) thereof for each month that Lessee holds the leased property after expiration or termination of this Agreement without authorization by Lessor. This sum shall be liquidated damages for the wrongful holding over. Lessee shall acquire no additional rights, title, or interest to the lease property by holding the premises after termination or expiration of this Agreement and shall be subject to legal action by Lessor to obtain the removal of Lessee.

12. REMEDIES FOR LESSOR

Any and all remedies provided to Lessor for the enforcement of the provisions of this lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Agreement or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this Agreement, or in pursuing any legal action for the enforcement of Lessor's rights.

13. ATTORNEYS FEES

Either party hereto shall be entitled to recover attorneys' fees required by any breach of this Agreement irrespective of which legal remedy is chosen.

14. LIABILITY

Lessee shall be in control and possession of the lease property, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the leased property, nor for any injury or damage to any property of Lessee. Lessee shall be responsible for obtaining a signed copy of the *Grand County Release and Waiver of Liability Agreement* contained in Exhibit B for all participants over the age of 18 prior to the use of the facility. Lessee shall obtain a signed copy of the *Grand County Parental Permission, Hold Harmless, and Indemnification Agreement* contained in Exhibit B from the parent of any participant under the age of 18 prior to the use of the facility. Completed forms shall be submitted to the Grand County Insurance Coordinator. Lessee shall restrict access to the facility when there is not a representative or designee from the Red Rock Dirt Riders Inc. present to ensure that the aforementioned forms are completed.

Lessee agrees to indemnify Lessor from any claim made against Lessor by a third-party to this Agreement arising out of Lessee's control and possession of the leased property. Pursuant to such indemnification, Lessee agrees to pay for all costs of defending the action. The provisions herein permit Lessor to enter and inspect the lease property are made to insure that Lessee is in compliance with the terms and conditions hereof and that Lessee makes repairs that Lessee has agreed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

15. NOTICE

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the

addresses of the parties listed below, or at such other address or addresses as either party may from time to time designate in writing.

Grand County Council

125 East Center Street
Moab, Utah 84532

Red Rock Dirt Riders Inc.,

Board of Directors
Jason Parriott, President
Bridget Sisco, Secretary
Mark Thayn, Treasurer

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

16. SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Agreement, peaceably and quietly surrender and deliver the leased property to Lessor free of sub-tenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the leased property and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the leased property and store them at the risk and expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the leased property caused by the removal of equipment, trade fixtures, and personal property.

17. GENERAL TERMS AND CONDITIONS

A. Time. Time is of the essence in all provisions of this Agreement.

B. Total Agreement. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Agreement and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

C. Choice of Law. This Agreement, and any dispute arising under this Agreement, shall be governed and construed according to the laws of the State of Utah. The parties of this Agreement consent to the jurisdiction of the Seventh District Court for Grand County, in Moab, Utah, as the proper venue to hear any legal dispute arising from this Agreement.

D. Nonassignability, Prohibition of Sublease. Lessee shall not assign or sublease either this Agreement or the leased property that is the subject of this Agreement, except without obtaining the prior written consent of Lessor. Any attempt by Lessee to assign or sublease shall be void, and shall terminate this Agreement at the option of Lessor; however, Lessee may grant temporary licenses to patrons of racing events conducted on the leased property.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

LESSOR

Gene Ciarus 9/25/08
Gene Ciarus Date
Chair, Grand County Council

LESSEE

Jason Parriost 9/24/08
Jason Parriost, President Date
Red Rock Dirt Riders, Inc

ATTEST

Diana Carroll 9-25-08
Diana Carroll Date
Grand County Clerk

Bridget Sisco 9/24/08
Bridget Sisco, Secretary Date
Red Rock Dirt Riders, Inc
Mary Thayne 9-24-08
Mary Thayne, Treasurer Date
Red Rock Dirt Riders, Inc

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: G

| | |
|-----------------------|--|
| TITLE: | Discussion on proposed policy exception regarding initial grade and step assignments for entry level law enforcement positions |
| FISCAL IMPACT: | Approx. \$1,150/yr. for each step above the minimum that is offered new hires. \$26,360/yr. for adjusting wages for the existing officers. |
| PRESENTER(S): | Graig Thomas – HR Director, Steve White – GC Sheriff. |

Prepared by:

GRAIG THOMAS
G.C. HR Director
435-259-1323
GTHOMAS@GRAND
COUNTYUTAH.NET

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

The County has a restrictive policy for giving new hires and existing employees credit for their prior related work experience (see **Attachment 1**). Thus we propose loosening this policy to help recruit and retain entry level law enforcement officers.

The market for law enforcement officers has become extremely competitive and our ability to recruit entry level officers (Grade 13) has become particularly difficult. (Witness how long our law enforcement job vacancies remain on the report we give you at each council meeting.)

In addition, during the past year we have seen a number of our entry level officers leave us for better pay elsewhere. And there are currently 3 officers planning to leave before year end.

This is a nationwide problem that is being hotly contested through the use of bonuses, housing allowances and wage incentives of all types. Thus we must find a way to motivate applicants to join GCSO and stay with us to safeguard our community while dealing with this highly competitive market.

To do so, we recommend accelerating the starting wage rates by one step for every two years of directly related prior experience, up to 5 steps (10 years' experience).

At the same time, we recommend adjusting the pay of our existing Grade 13 officers using this same standard.

Practices such as these are being used by other counties and cities in Utah as shown on **Attachment 2**. Therefore, we must take similar steps to recruit and retain our officers.

ATTACHMENT(S):

1. Policy regarding initial grade and step assignments
2. Examples of pay practices being used in other Utah Counties.
3. Hourly step and grade chart

ATTACHMENT 1

B. Initial Grade and Step Assignment

Employees' compensation is determined by the grade associated with the job position and step assignment within the grade. Typically, new employees are placed at the beginning step of the appropriate grade; however, exceptions may occur:

- If an employee cannot be recruited for the position at the beginning step, or
- If the employee exceeds the minimum qualifications and is expected to perform at a level equal to that of other individuals paid at a higher step.
- Has previous related experience. Employees hired with eight (8) years or more of service with other employers directly relevant to the job position generally will receive a one (1) step increase for each unit of eight (8) years (Resolution #2916).
- Or if an existing employee, to consider every four (4) years of service will generally receive a one (1) step increase (Resolution #2916).

Law Enforcement Pay Practices Being Used By Other Utah Counties

Box Elder: Pays 1 extra wage step (3.5%) for each 3 years of prior experience up to 3 steps (10.5%)

Summit: Places new hires into the wage step that matches existing employees, based on training and prior experience.

Washington: Pays 1 extra wage step for each year of prior related experience up to 5 steps. Each step is equal to approx. 1.5%
In addition, the extra wage steps were also given to the existing employees at the time of implementation.

Sevier: Pays 1 additional step (2%) for each 2years of prior experience up to 5 steps (10 years). In addition, candidates with 10 or more years' of experience are considered for the next grade level, which is their Deputy II instead of Deputy I.

Iron: Uses a wage scale (min., mid., max) and gives a 3% increase for every two years of prior experience up to 9% (6 years of prior experience).
Also pays the cost for rookie recruits to attend POST.

UHP: Pays 1 additional step for each year of prior law enforcement experience up to 10 years.

2016 Grand County Hourly Step and Grade Chart

| STEP | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| GRADE | | | | | | | | | | | | | | | |
| 1 | 10.2602 | 10.5762 | 10.8923 | 11.2192 | 11.5571 | 11.8949 | 12.2544 | 12.6251 | 13.0065 | 13.3880 | 13.7912 | 14.2054 | 14.6303 | 15.0771 | 15.5239 |
| 2 | 10.7724 | 11.0994 | 11.4371 | 11.7750 | 12.1347 | 12.4942 | 12.8648 | 13.2570 | 13.6494 | 14.0637 | 14.4779 | 14.9135 | 15.3605 | 15.8291 | 16.3086 |
| 3 | 11.3174 | 11.6551 | 12.0039 | 12.3635 | 12.7342 | 13.1154 | 13.5078 | 13.9219 | 14.3361 | 14.7610 | 15.2078 | 15.6656 | 16.1342 | 16.6137 | 17.1041 |
| 4 | 11.8949 | 12.2437 | 12.6251 | 13.0065 | 13.3988 | 13.7912 | 14.2054 | 14.6303 | 15.0664 | 15.5132 | 15.9817 | 16.4612 | 16.9515 | 17.4638 | 17.9869 |
| 5 | 12.4834 | 12.8539 | 13.2463 | 13.6494 | 14.0527 | 14.4779 | 14.9135 | 15.3605 | 15.8182 | 16.2867 | 16.7771 | 17.2786 | 17.8017 | 18.3358 | 18.8916 |
| 6 | 13.1046 | 13.4970 | 13.9002 | 14.3034 | 14.7283 | 15.1751 | 15.6329 | 16.1235 | 16.6029 | 17.1041 | 17.6163 | 18.1395 | 18.6844 | 19.2510 | 19.8288 |
| 7 | 13.7584 | 14.1725 | 14.5976 | 15.0335 | 15.4803 | 15.9491 | 16.4284 | 16.9187 | 17.4203 | 17.9433 | 18.4882 | 19.0332 | 19.6107 | 20.1993 | 20.8097 |
| 8 | 14.4449 | 14.8701 | 15.3169 | 15.7855 | 16.2542 | 16.7446 | 17.2457 | 17.7580 | 18.2920 | 18.8370 | 19.3928 | 20.0030 | 20.6024 | 21.1909 | 21.8012 |
| 9 | 15.1751 | 15.6221 | 16.0906 | 16.5702 | 17.0715 | 17.5838 | 18.1067 | 18.6517 | 19.2075 | 19.7851 | 20.3845 | 20.9949 | 21.6159 | 22.2699 | 22.9456 |
| 10 | 15.9272 | 16.4067 | 16.8970 | 17.3984 | 17.9214 | 18.4555 | 19.0114 | 19.5779 | 20.1664 | 20.7767 | 21.3981 | 22.0410 | 22.7059 | 23.3813 | 24.0789 |
| 11 | 16.7228 | 17.2349 | 17.7473 | 18.2812 | 18.8260 | 19.3928 | 19.9813 | 20.5806 | 21.1909 | 21.8229 | 22.4879 | 23.1527 | 23.8501 | 24.5693 | 25.3104 |
| 12 | 17.5401 | 18.0850 | 18.6408 | 19.1967 | 19.7742 | 20.3328 | 20.9730 | 21.6050 | 22.2480 | 22.9127 | 23.6103 | 24.3187 | 25.0378 | 25.7900 | 26.5638 |
| 13 | 18.4446 | 18.9894 | 19.5672 | 20.1448 | 20.7550 | 21.3761 | 22.0193 | 22.6732 | 23.3489 | 24.0463 | 24.7765 | 25.5175 | 26.2804 | 27.0650 | 27.8715 |
| 14 | 19.3602 | 19.9485 | 20.5371 | 21.1690 | 21.8012 | 22.4551 | 23.1307 | 23.8175 | 24.5257 | 25.2450 | 26.0080 | 26.7925 | 27.5990 | 28.4273 | 29.2881 |
| 15 | 20.3192 | 20.9403 | 21.5725 | 22.2154 | 22.8802 | 23.5558 | 24.2641 | 25.0054 | 25.7353 | 26.5092 | 27.2940 | 28.1222 | 28.9723 | 29.8332 | 30.7159 |
| 16 | 21.3326 | 21.9865 | 22.6403 | 23.3270 | 24.0246 | 24.7438 | 25.4848 | 26.2477 | 27.0214 | 27.8387 | 28.6672 | 29.5281 | 30.4108 | 31.3262 | 32.2635 |
| 17 | 22.4116 | 23.0872 | 23.7847 | 24.4932 | 25.2232 | 25.9970 | 26.7707 | 27.5771 | 28.4055 | 29.2556 | 30.1384 | 31.0430 | 31.9693 | 32.9281 | 33.9090 |
| 18 | 23.5342 | 24.2206 | 24.9617 | 25.7136 | 26.4874 | 27.2830 | 28.1004 | 28.9396 | 29.8115 | 30.7050 | 31.6313 | 32.5796 | 33.5495 | 34.5629 | 35.5982 |
| 19 | 24.7001 | 25.4412 | 26.2040 | 26.9889 | 27.7952 | 28.6454 | 29.5063 | 30.3891 | 31.3043 | 32.2416 | 33.2007 | 34.2034 | 35.2277 | 36.2848 | 37.3638 |
| 20 | 25.9316 | 26.7162 | 27.5119 | 28.3401 | 29.1902 | 30.0622 | 30.9665 | 31.8929 | 32.8519 | 33.8327 | 34.8572 | 35.9035 | 36.9714 | 38.0830 | 39.2166 |
| 21 | 27.2312 | 28.0520 | 28.8875 | 29.7573 | 30.6497 | 31.5653 | 32.5147 | 33.4876 | 34.4944 | 35.5243 | 36.6002 | 37.6986 | 38.8199 | 39.9861 | 41.1773 |
| 22 | 28.5928 | 29.4547 | 30.3319 | 31.2493 | 32.1822 | 33.1435 | 34.1405 | 35.1619 | 36.2191 | 37.3005 | 38.4301 | 39.5836 | 40.7610 | 41.9855 | 43.2363 |
| 23 | 30.0224 | 30.9274 | 31.8485 | 32.8073 | 33.7913 | 34.8006 | 35.8476 | 36.9201 | 38.0301 | 39.1655 | 40.3517 | 41.5626 | 42.7991 | 44.0847 | 45.3980 |
| 24 | 31.5236 | 32.4738 | 33.4409 | 34.4477 | 35.4808 | 36.5407 | 37.6400 | 38.7660 | 39.9316 | 41.1239 | 42.3693 | 43.6408 | 44.9389 | 46.2890 | 47.6679 |
| 25 | 33.0997 | 34.0976 | 35.1129 | 36.1700 | 37.2549 | 38.3677 | 39.5220 | 40.7043 | 41.9282 | 43.1800 | 44.4878 | 45.8229 | 47.1859 | 48.6034 | 50.0513 |
| 26 | 34.7546 | 35.8024 | 36.8686 | 37.9786 | 39.1175 | 40.2863 | 41.4981 | 42.7395 | 44.0246 | 45.3390 | 46.7122 | 48.1139 | 49.5453 | 51.0335 | 52.5539 |
| 27 | 36.4923 | 37.5925 | 38.7120 | 39.8775 | 41.0734 | 42.3005 | 43.5729 | 44.8765 | 46.2258 | 47.6060 | 49.0477 | 50.5197 | 52.0224 | 53.5853 | 55.1815 |
| 28 | 38.3171 | 39.4721 | 40.6476 | 41.8713 | 43.1270 | 44.4155 | 45.7516 | 47.1204 | 48.5372 | 49.9864 | 51.5002 | 53.0456 | 54.6235 | 56.2646 | 57.9407 |

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: H

| | |
|-----------------------|--|
| TITLE: | Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section S, Public Hearings, continued from August 16, 2016 (<i>allow 15 minutes</i>) |
| 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

RECOMMENDATION:

On August 16th, the Council completed discussions of Section R, Participation by the Public, Item #8 – No Assignment of Time and began discussions of Section S, Public Hearings. The Council directed staff to integrate and clarify the language in the Public Hearings subsections, specifically on “Closing Hearings” and on “Written Comments.”

ATTACHMENT(S):

1. Council Study Committee and Staff redlined suggested changes

FOR OFFICE USE ONLY:

Attorney Review:

To be requested after all sections are discussed

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 for comment. All public participation shall be subject to Section Q ("Decorum and Debate") of these rulesbylaws.
6. Closing and Continuing Hearings: The Council Chair may close the in person portion of the public hearing (except for written comments) or the Council may and continue the hearing by motion for written public comment until 5PM six (6) days before the next regularly scheduled meeting or other specified date. However, the Chair may immediately close the public hearing without offering a written comment period if the Council approves a motion by a two-thirds (2/3) vote to suspend the rules and vote on the matter immediately. See also "Decision," below.
7. Written Comments: Written comments, including email comments: to council@grandcountyutah.net, may be submitted for the record at the hearing or up to forty-eight (48) hours 5PM six (6) days before the Call to Order of the next regularly scheduled County Council Meeting. The Council Administrator shall ensure that all documents on-time written comments are made a part of the Council packet for available for review by Council Members forty-eight (48) hours prior to the Council meeting at which the issue is to be considered. At the close of each public hearing the Council Administrator shall ensure that all on-time written comments have been forwarded all comments to the Clerk's Office for public record

~~7.8. Late Comments. – Written comments are considered late any time after 5PM six (6) days before the next regularly scheduled Council Meeting that follows the public hearing. Late comments (whether received by Council Office staff by email, mail or delivery) will be forwarded electronically by Council Office staff as usual to each Council Member. Late comments will not be made a part of the public record.~~

~~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. Decision: The County Council shall consider the public hearing matter item at its next regularly scheduled meeting or other specified date in order to receive additional written comments or to receive additional evidence for further study. However, The County Council may take action immediately upon closing ~~of the~~ in person portion of the public hearing provided it is moved and approved to take action by a two-thirds (2/3) vote. If the motion to take action is approved, the County Council can then move to consider the item/matter.

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

October 2016

| September 2016 | | | | | | | November 2016 | | | | | | |
|----------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 25 | 26 | 27 | 28 | 29 | 30 | | 27 | 28 | 29 | 30 | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
|--------|--|---|---|--|---|---|----|
| 25 | 26 | <ul style="list-style-type: none"> 2:45PM Mental Health Board (Green River) 5:00PM Public Health Board (Green River) | <ul style="list-style-type: none"> 5:00PM Agenda Summaries due 6:00PM Planning Commission (Chambers) | | <ul style="list-style-type: none"> 9:00AM Budget Workshop (Chambers) 11:30AM Joint City/County Council Meeting CANCELED (County Council Chambers) | 1 | |
| 2 | <ul style="list-style-type: none"> 8:30AM Assured Housing Breakfast Q & A (Chambers) 4:00PM Noxious Weed Control Board (Grand Center) 5:00PM Airport Board (Chambers) | <ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 12:00PM EDC - Utah Advisory Board (SLC) 4:00PM County Council Meeting (Chambers) 5:00PM Meet and Greet (Outdoor Summit) (Lions Park) | <ul style="list-style-type: none"> 7:30AM UT Outdoor Summit (Red Cliffs Lodge) 8:00AM Utah Air & Energy Symposium (Hilton Salt Lake City Center) | <ul style="list-style-type: none"> 5:30PM Mosquito Abatement District (District Office) 7:00PM Grand Water & Sewer Service Agency (District Office) | <ul style="list-style-type: none"> 9:00AM Budget Workshop (Chambers) | 8 | |
| 9 | <ul style="list-style-type: none"> 12:30PM Council on Aging (Grand Center) 7:00PM Conservation District (Youth Garden Project) | <ul style="list-style-type: none"> 12:00PM Trail Mix Committee (Grand Center) 2:00PM USU Advisory Board (USU Moab) 3:00PM Travel Council Advisory Board (Chambers) 5:30PM OSTA Advisory Committee (OSTA) 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM Transportation SSD (Road Shed) | <ul style="list-style-type: none"> 5:00PM Agenda Summaries Due 6:00PM Planning Commission (Chambers) 7:00PM Thompson Springs Fire District (Thompson) | Intergenerational Povert... ♦ Cedar City <ul style="list-style-type: none"> 4:00PM Solid Waste Management SSD (District Office) 7:00PM Thompson Springs Water SSD (Thompson) | | <ul style="list-style-type: none"> 9:00AM Budget Workshop - Cancelled (Chambers) | 15 |
| 16 | | <ul style="list-style-type: none"> 12:00PM Chamber of Commerce (Zions Bank) 4:00PM County Council Meeting (Chambers) | <ul style="list-style-type: none"> 6:00PM Recreation SSD (City Chambers) | <ul style="list-style-type: none"> 12:00PM Housing Authority Board (City Chambers) 1:30PM Exemplary / Performance Review Committee Meeting (Chambers) 4:00PM Arches SSD (Fairfield Inn & Suites) 7:00PM Grand Water & Sewer Service Agency (District Office) | <ul style="list-style-type: none"> 9:00AM Budget Workshop (Chambers) | 22 | |
| 23 | | <ul style="list-style-type: none"> 3:00PM Moab Tailings Project Steering Committee (Chambers) | <ul style="list-style-type: none"> 1:00PM Homeless Coordinating Committee (Zions Bank) 5:00PM Agenda Summaries due 6:00PM Planning Commission (Chambers) | <ul style="list-style-type: none"> 9:00AM Canyon Country Partnership (River History Museum, Green River) 1:00PM Association of Local Governments (ALG) (Price) 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) | <ul style="list-style-type: none"> 9:00AM Budget Workshop (Chambers) | 29 | |
| 30 | 31 | <ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM County Council Meeting (Chambers) | 2016 UASD Annual Conve... ♦ Ogden Eccles Conference ... | | <ul style="list-style-type: none"> 5:30PM Mosquito Abatement District (District Office) 7:00PM Grand Water & Sewer Service Agency (District Office) | 5 | |

November 2016

| October 2016 | | | | | | | December 2016 | | | | | | |
|--------------|----|----|----|----|----|----|---------------|----|----|----|----|----|----|
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| 30 | 31 | | | | | | | | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
|--------|--------|---|---|---|---|----------|----|
| 30 | 31 | <ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) | 2016 UASD Annual Conve... ♦ Ogden Eccles Conference ... | | <ul style="list-style-type: none"> 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) | 5 | |
| 6 | 7 | <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) 5:30PM - 5:30PM Library Board (Library) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson) | Veteran's Day <ul style="list-style-type: none"> 8:00AM - 5:00PM County Offices Closed 10:00AM - 10:00AM Historical Preservation Commission (Grand Center) | | |
| 13 | 14 | <ul style="list-style-type: none"> 12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project) | UAC Newly Electe <ul style="list-style-type: none"> 12:00PM - 12:30PM Chamber of Commerce (Zions Bank) 4:00PM - 4:00PM County Council Meeting (Chambers) | | UAC Annual Convention ♦ Dixie Center in St. George <ul style="list-style-type: none"> 1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank) 1:00PM - 1:00PM Moab Area Watershed Partnership (Water District Office) 6:00PM - 6:00PM Recreation SSD (City Chambers) | | 19 |
| 20 | 21 | <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"> 6:00PM - 6:00PM Planning Commission (Chambers) | Thanksgiving Holiday County Offices Closed <ul style="list-style-type: none"> 1:00PM - 1:00PM Association of Local Governments (ALG) (Price) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) | | 26 | |
| 27 | 28 | | <ul style="list-style-type: none"> 5:00PM - 5:00PM Agenda Summaries Due | <ul style="list-style-type: none"> 9:00AM - 9:00AM Canyon Country Partnership - Holiday Banquet and Retirement Roast (Grand Center) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 6:00PM - 8:00PM Solid Waste Community Goals Public Workshop (MARC) | | 3 | |



Employment Opportunities

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](#)

Not finding your *dream job*? Take a look at [Community Jobs](#).

| Date | Event Name | Permit Status |
|-----------------|---|--|
| OCTOBER | | |
| 1 | Moab Century Tour - Skinny tire | Permitted |
| 5-10 | Plein Air Moab | Permit not required - not over 100 |
| 9-11 | 55th Annual Moab Rock Gem and Mineral Show | Permit not required - OSTA Event |
| 15 | Moab Epic Mountain Bike Safari (Race) (Gravity Play) | Permit in process |
| 17-18 | Barrel\$ for Buck\$, OSTA | Permit not required - OSTA Event |
| 22-24 | Jeep JAMBOREE | Permit not required - main event held in city limits, not over 100, BLM & SITLA Permits required for routes |
| 27-30 | Moab Ho Down Mountain Bike & Film Festival 10th Annual | Permit not Required - not over 100, BLM permit required for routes |
| 22-23 | The Other Half, 13.1 mile race | Permitted |
| 28-30 | Moab Craggin' Classic | more info needed |
| 30-11/4 | Moab Folk Camp | more info needed |
| NOVEMBER | | |
| 4-6 | Moab Folk Festival | No permit required - City Limits |
| 4-6 | Moab Celtic Festival "Scots On the Rocks" | Permit not required - OSTA Event |
| 5-6 | Moab Trail Marathon (Kane Creek area), 1/2 Marathon & Adventure | Permit in process |
| 9-12 | Moab Senior Games | No permit required - City Limits |
| | 20th Annual Moab Turkey Trot / foot race | |
| 19 | Dead Horse Ultra , Mad Moose Events | Permitted |
| 20-23 | Moab International Film Festival | |

Make a difference in your community ...

Become a Grand County Board or District Volunteer

NOTICE OF COUNTY BOARD END OF THE YEAR VACANCIES for Citizen Participation. The following *Grand County Boards, Commissions & Committees* will have vacancies at year end. Must reside in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance. Applications are due: **October 31, 2016**

| COUNTY BOARD, COMMISSION OR COMMITTEE | VACANCIES | TERM EXPIRATION |
|--|-----------|-----------------|
| Council on Aging | 3 | 12/31/2020 |
| Historical Preservation Commission (May reside in Grand, Emery or San Juan County) | 1 | 12/31/2020 |
| Housing Authority of Southeastern Utah (may reside in Grand or San Juan County) | 1 | 12/31/2021 |
| Library Board | 2 | 12/31/2020 |
| Planning Commission (Must be a resident and a registered voter of Grand County for at least 2 yrs prior to serving) | 2 | 12/31/2020 |
| Public Health Board | 1 | 12/31/2019 |
| Travel Council Board (Must represent the local hotel & lodging industry; restaurant industry; recreational facilities; conventional facilities; museums; cultural attractions; or other tourism-related industries) | 1 | 12/31/2020 |

NOTICE OF DISTRICT BOARD END OF THE YEAR VACANCIES for Citizen Participation. The following *District Boards* in Grand County will have vacancies at year end. Must reside in Grand County; must be a registered voter within the District; may not be an employee of the District. Applications are due: **October 31, 2016**

| DISTRICT BOARD | Vacancies | Term Expiration |
|--|-----------|-----------------|
| Canyonlands Health Care District | 2 | 12/31/2020 |
| Cemetery Maintenance District | 1 | 12/31/2020 |
| Recreation District | 2 | 12/31/2020 |
| Solid Waste Management District | 1 | 12/31/2020 |
| Thompson Fire District | 1 | 12/31/2020 |
| Transportation District (must reside in unincorporated Grand County) | 1 | 12/31/2020 |

For more information call Bryony Chamberlain at (435) 259-1346. Interested applicants shall complete the "Board, Commission, and Committee Certification and Application Form" available at <http://grandcountyutah.net/194/Boards-Commissions-Committees> or at the County Council's Office. Completed forms may be emailed to council@grandcountyutah.net or delivered to Grand County Council Office, 125 E Center, Moab, UT 84532 by Monday, October 31, 2016. All new qualified applicants will be interviewed. The County Council will begin making appointments for these volunteer positions during a regular Council meeting at the beginning of the New Year.

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

NOTICE OF COUNTY & DISTRICT BOARD VACANCIES for Citizen Participation. The following *Grand County Boards, Commissions & Committees & District Boards* will have vacancies at year end. Must reside in Grand County unless otherwise indicated; have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance. Applications are due **October 31, 2016.**

| COUNTY BOARD, COMMISSION OR COMMITTEE (Must reside in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance) | VACANCIES | TERM EXPIRATION |
|---|------------------|------------------------|
| Council on Aging | 3 | 12/31/2020 |
| Historical Preservation Commission (May reside in Grand, Emery or San Juan County) | 1 | 12/31/2020 |
| Housing Authority of Southeastern Utah (may reside in Grand or San Juan County) | 1 | 12/31/2021 |
| Library Board | 2 | 12/31/2020 |
| Planning Commission (Must be a resident and a registered voter of Grand County for at least 2 yrs prior to serving) | 2 | 12/31/2020 |
| Public Health Board | 1 | 12/31/2019 |
| Travel Council Board (Must represent the local hotel & lodging industry; restaurant industry; recreational facilities; conventional facilities; museums; cultural attractions; or other tourism-related industries) | 1 | 12/31/2020 |

NOTICE OF DISTRICT BOARD VACANCIES for Citizen Participation. Must reside in Grand County unless otherwise indicated; have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance; must be a registered voter within the District; may not be an employee of the District. Applications are due **October 31, 2016.**

| DISTRICT BOARD (Must reside in Grand County; must be a registered voter within the District; may not be an employee of the District) | Vacancies | Term Expiration |
|---|------------------|------------------------|
| Canyonlands Health Care District | 2 | 12/31/2020 |
| Cemetery Maintenance District | 1 | 12/31/2020 |
| Recreation District | 2 | 12/31/2020 |
| Transportation District (must reside in unincorporated Grand County) | 1 | 12/31/2020 |
| Solid Waste Management District | 1 | 12/31/2020 |
| Thompson Springs Fire District | 1 | 12/31/2020 |

For more information call Bryony Chamberlain at (435) 259-1346. Interested applicants shall complete the "Board, Commission, and Committee Certification and Application Form" available at <http://grandcountyutah.net/194/Boards-Commissions-Committees> or at the County Council's Office. Completed forms may be emailed to council@grandcountyutah.net or delivered to Grand County Council Office, 125 E. Center, Moab, UT 84532 by **Monday, October 31, 2016.** All new qualified applicants will be interviewed. The County Council will begin making appointments for these volunteer positions during a regular Council meeting at the beginning of the New Year.

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

Published in *The Times-Independent* on **October 6th, 2016.**

| | |
|-------------------|--------------------------------------|
| Bid Title: | Printing of 2016 Moab Travel Planner |
| Category: | Moab Area Travel Council |
| Status: | Open |

Description:

The Moab Area Travel Council (MATC), the Destination Marketing Organization for Grand County, Utah (a branch of the County Government), is accepting proposals for the printing of the updated Moab Travel Planner.

Publication Date/Time:

9/19/2016 8:00 AM

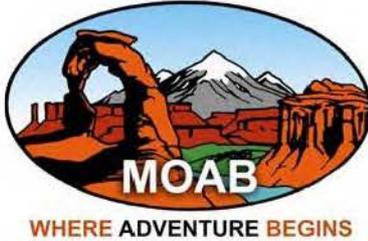
Closing Date/Time:

10/21/2016 5:00 PM

Related Documents:

[2016 Travel Planner RFP](#)

[Return To Main Bid Postings Page](#)



MOAB AREA TRAVEL COUNCIL
P.O. Box 550
Moab, Utah 84532
435-259-1370 • Fax 435-259-1376

www.discovermoab.com | director@discovermoab.com

**MOAB AREA TRAVEL COUNCIL
GRAND COUNTY, UTAH
REQUEST FOR PROPOSAL: PRINTING 2016 MOAB TRAVEL PLANNER**

The Moab Area Travel Council (MATC), the Destination Marketing Organization for Grand County, Utah (a branch of the County Government), is accepting proposals for the printing of the updated Moab Travel Planner.

MOAB TRAVEL PLANNER DESCRIPTION:

- 64 pages & 4 page cover
- 5 3/8" w x 8 3/8" h
- 4 color process throughout
- Cover stock: Sterling 80# Dull
- Inside stock: 50# Coated Matte
- Final piece must weigh less than 3.0 ounces with 3 tabs and a mailing label
- Text ink: 4/4 (process color throughout)
- Saddle Stitch/Trim
- A portion of the total quantity will be tabbed on three open sides at printer (1.5" tabs approved by MATC)
- With booklet spine at the bottom, tabs should be positioned on the leading and trailing edges within 1" from the top. One additional tab should be positioned on the lower leading edge .5" from the bottom.
- Requesting bids on quantities of 100,000 (60,000 tabbed) , 125,000 (75,000 tabbed) and 150,000 (90,000 tabbed)
- Boxed 25 lbs per box or less/Skid Pack
- Freight included in proposal, separate from print cost

CONTENT:

- The MATC will provide completed digital files by November 3, 2016

SCHEDULE:

- Proposals due by 5:00pm on October 21, 2016
- Bid opening at 10:00am in the Grand County Clerk's office on October 24, 2016
- Project awarded by 5:00pm on November 2, 2016
- Delivery of Travel Planners to the Travel Council location no later than 3:00pm on November 18, 2016

SHIPPING: Proposal must include a bid for printing and shipping.

Proposal must be submitted to: Elaine Gizler
Moab Area Travel Council
P.O. Box 550
84 North 100 East
Moab, Utah 84532

Faxed and email proposals cannot be accepted as this is a sealed bid process. For additional information contact Elaine Gizler at 435-259-1370 or director@discovermoab.com.

PUBLIC HEARING

The Grand County Council will hold a public hearing to hear public comment regarding amendments to Ordinance No. 478/355 that established and created the Grand County Council on Aging. The public hearing will be held on Tuesday, October 18, 2016 at 4 pm in the County Council Chambers located at 125 E. Center St., Moab, Utah. All interested parties should plan to attend. The proposed ordinance, as amended, may be viewed at least 24 hours prior to the meeting at www.grandcountyutah.net or at the Grand County Public Library as part of the Council packet.

/s/ Diana Carroll
Grand County Clerk/Auditor

Published in *The Times-Independent*,
Moab, Utah October 6, 2016 & October
13, 2016.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: J

| | |
|-----------------------|--|
| TITLE: | Approving the 2016 Property Tax Abatements and Cancelations through 9/28/2016. |
| FISCAL IMPACT: | The total impact is \$175,462 of which \$61,409 is reimbursed by the State leaving a final impact amount of \$114,052. |
| PRESENTER(S): | Chris Kauffman, Grand County Treasurer |

Prepared By:

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

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDATION:

I move to approve the 2016 property tax abatements and cancellations through 9/28/2016 as presented, and authorize the Chair to sign all associated documents.

BACKGROUND:

Each year, in accordance with State Law, Grand County accepts applications for property tax abatement from veterans with a service related disability, persons who are legally blind and low income individuals who are over age 64, disabled or experiencing extreme hardship. County approval is mandatory for most of these abatements and the State reimburses a portion of them.

Every year some taxes are canceled or adjusted by the Council for a variety of reasons. Some taxes are incorrectly assessed while others may not be cost effective to collect.

ATTACHMENT(S):

Abatement Cancelation History Chart

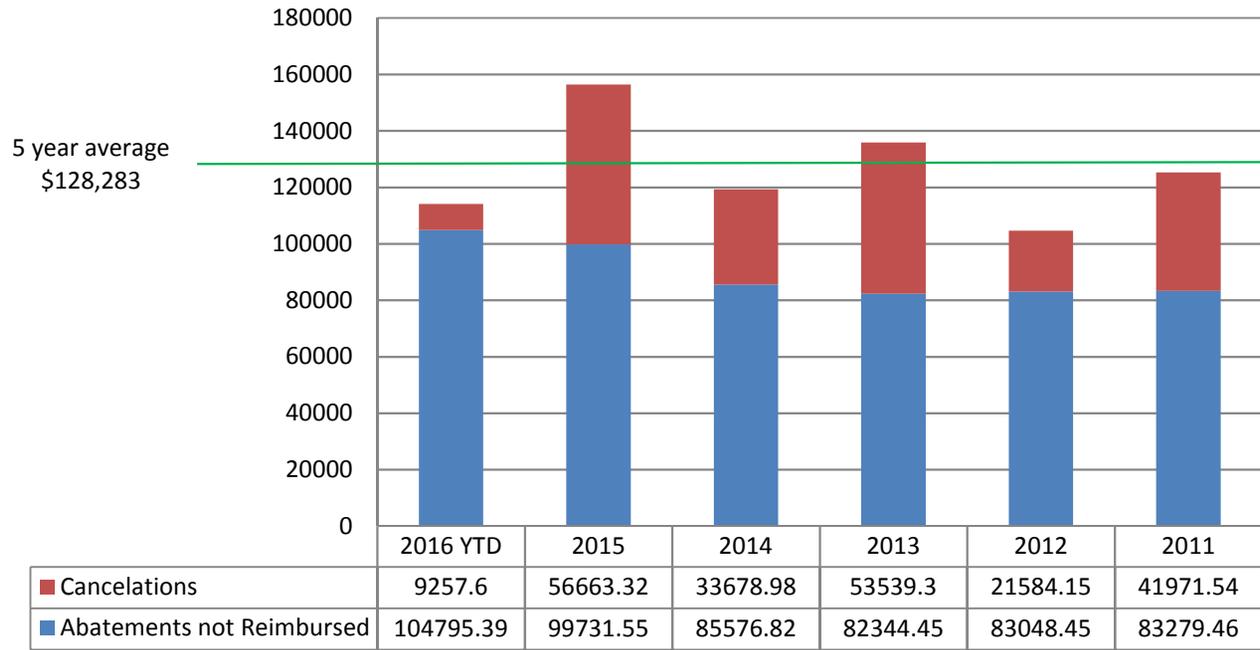
2016 Property Tax Relief Table

Grand County Auditor's District/Entity Abatement Report (Real Property)

Grand County Auditor's Individual UPP Abatement Report (Personal Property) – final page only with individual names removed.

2016 Property Tax Cancelations Summary

Grand County Property Tax Abatement/Cancelation History



2016 Property Tax Relief Table

(Reference Standard 3 <http://propertytax.utah.gov/library/pdf/standards/standard03.pdf>)

| Type | | Mandatory or Discretionary | Entity Determining Eligibility | Funded By | Filing Requirements | Eligible Persons | Eligible Property | Amount |
|---|--|----------------------------|--------------------------------|--------------------|---|--|--|---|
| Veterans Exemption <i>59-2-1104 to 1105</i> | | Mandatory | County | County | Annual Verification by Sept 1; proof of service, proof of disability | Veteran with a disability; spouse or minor orphans; disability ≥ 10% | Primary residence and personal property (non-business) | Credit up to \$253,264 in taxable value, based on percentage of disability |
| Active Duty Armed Forces Exemption <i>59-2-1104 to 1105</i> | | Mandatory | County | County | File by Sept 1 <u>the year after</u> qualifying active duty service was completed, provide evidence of qualifying active duty military service* | Qualified active duty; At least 200 days in calendar year outside the state or 200 consecutive days outside the state beginning in prior year. | Primary residence of military member | Total taxable value of the primary residential property |
| Blind Exemption <i>59-2-1106</i> | | Mandatory | County | County | File annually by Sept 1; ophthalmologist signed statement | Legally blind as defined by statute; spouse or minor orphans; no income requirements | Real and personal property | Credit of \$11,500 in taxable value |
| Circuit Breaker <i>59-2-1202 to 1220</i> | Homeowner's Credit | Mandatory | County | State General Fund | File annually by Sept 1 with county; signed statement of income | Provide own financial support, 66+ years of age or surviving spouse; income ≤ \$31,845 Utah resident for entire year | Owner-occupied residence | Credit up to \$943 based on annual household income |
| | Homeowner's Valuation Reduction | Mandatory | County | County | Same as Homeowner's Credit | Same as Homeowner's Credit | Same as Homeowner Credit | Credit equal to tax on 20% of fair market value of residence |
| | Renter's Credit** | Mandatory | Tax Commission | State General Fund | File annually by Dec 31 with state; signed income statement & gross rent; | Same as Homeowner's Credit | Renter-occupied residence | Credit up to \$943 based on household income & percentage of rent paid |
| Indigent Abatement <i>59-2-1107 & 1109</i> | | Discretionary | County | County | File annually by Sept 1; signed statement of disability or hardship; proof of ownership; other as require by county | 65+ years of age, or disabled, or in extreme hardship; income < \$31,845; residing at property at least 10 months of year | Owner-occupied residence | ½ tax due, up to \$943 |
| Indigent Deferral <i>59-2-1108 & 1109</i> | | Discretionary | County | County | Same as indigent abatement; approval of mortgage or trust deed holder | Same as indigent abatement; hold no income producing assets | Owner-occupied residence | All or any portion of tax; interest accrues; deferral continues until property changes hands. |

*Evidence could include: Military Service or Deployment Order, Letter from commanding officer or Travel Voucher/Subvoucher (DD Form 1351-2) (Military Personnel Office)

** This relief is only indirectly related to property tax; it is to help offset the general tax burden. Contact Jan Duggar Tax Commission 801-297-6220

Utah Code Ann. Sec 59-2-1347 allows a county, for property assessed by the county, or USTC, for property assessed by the Commission, to accept an amount less than the full amount of taxes due, and allows a county to defer the full amount of taxes due “where, in the judgment of the [county legislative body for property assessed by the county, or USTC for property assessed by the Commission], the best human interests and the interests of the state and the county are served.” The statute also allows a county legislative body to grant retroactive adjustments or deferrals.

GRAND COUNTY

09/28/2016

Auditor's District/Entity Abatement Report

9:08:53PM

| District Code & Name | District Rate | Abatement Name | Count | Taxes Abated | Market Value |
|-------------------------------------|---------------|-------------------------|------------|------------------|------------------|
| 001 MOAB CITY | 0.010798 | | | | |
| | | CIRCUIT BREAKER | 51 | 27,279.35 | 2,526,336 |
| | | INDIGENT | 42 | 8,913.64 | 825,490 |
| | | 20% CIRCUIT BREAKER | 48 | 18,887.39 | 1,749,156 |
| | | VETERANS | 23 | 26,312.46 | 2,436,791 |
| | | District Totals: | 164 | 81,392.84 | 7,537,773 |
| 002 SPANISH VALLEY | 0.010798 | | | | |
| | | BLIND | 3 | 372.54 | 34,500 |
| | | CIRCUIT BREAKER | 46 | 22,921.53 | 2,122,759 |
| | | INDIGENT | 29 | 5,369.42 | 497,261 |
| | | 20% CIRCUIT BREAKER | 35 | 12,042.31 | 1,115,235 |
| | | VETERANS | 20 | 19,447.21 | 1,801,004 |
| | | District Totals: | 133 | 60,153.01 | 5,570,759 |
| 003 MOAB CITY MMA | 0.010798 | | | | |
| | | CIRCUIT BREAKER | 1 | 823.00 | 76,218 |
| | | COMMISSION ADJUSTMENT | 1 | 275.85 | 25,546 |
| | | 20% CIRCUIT BREAKER | 1 | 226.77 | 21,001 |
| | | District Totals: | 3 | 1,325.62 | 122,765 |
| 004 COUNTY GENERAL | 0.010029 | | | | |
| | | CIRCUIT BREAKER | 1 | 351.85 | 35,083 |
| | | COMMISSION ADJUSTMENT | 3 | 8,888.46 | 886,276 |
| | | VETERANS | 3 | 1,624.80 | 162,010 |
| | | District Totals: | 7 | 10,865.11 | 1,083,369 |
| 005 ELGIN MOSQUITO ABATEMENT | 0.010029 | | | | |
| | | CIRCUIT BREAKER | 1 | 528.00 | 52,647 |
| | | 20% CIRCUIT BREAKER | 1 | 45.83 | 4,570 |
| | | District Totals: | 2 | 573.83 | 57,217 |
| 006 CASTLE VALLEY FIRE | 0.010462 | | | | |
| 007 THOMPSON WATER DISTRICT | 0.010029 | | | | |
| | | VETERANS | 1 | 46.89 | 4,675 |
| | | District Totals: | 1 | 46.89 | 4,675 |
| 008 GREEN RIVER CITY | 0.009917 | | | | |
| 009 TOWN OF CASTLE VALLEY | 0.012531 | | | | |
| | | BLIND | 1 | 144.11 | 11,500 |
| | | CIRCUIT BREAKER | 12 | 7,667.46 | 611,878 |
| | | INDIGENT | 4 | 1,358.80 | 108,435 |
| | | 20% CIRCUIT BREAKER | 6 | 1,668.88 | 133,179 |
| | | VETERANS | 6 | 8,334.34 | 665,097 |
| | | District Totals: | 29 | 19,173.59 | 1,530,089 |
| 011 ARCHES SPECIAL SERVICE DISTRICT | 0.010798 | | | | |
| 021 DIST 21 | 0.010798 | | | | |
| 022 DIST 22 | 0.010798 | | | | |
| 023 DIST 23 | 0.010798 | | | | |
| 024 DIST 24 | 0.010029 | | | | |
| 025 DIST 25 | 0.010029 | | | | |
| 026 DIST 26 | 0.010462 | | | | |
| 027 DIST 27 | 0.010029 | | | | |
| 028 DIST 28 | 0.009917 | | | | |
| 029 DIST 29 | 0.012531 | | | | |

GRAND COUNTY

09/28/2016

Auditor's District/Entity Abatement Report

9:08:53PM

| District Code & Name | District Rate | Abatement Name | Count | Taxes Abated | Market Value |
|--------------------------------|---------------|-----------------------|------------|-------------------|-------------------|
| 031 STATE ASSESSED & SVWS & MC | 0.010798 | | | | |
| 034 STATE ASSESSED & SVWS | 0.010029 | | | | |
| 038 STATE ASSESSED & GRC & EMA | 0.009917 | | | | |
| 048 STATE ASSESSED & GRC | 0.009917 | | | | |
| | | BLIND | 4 | 516.65 | 46,000 |
| | | CIRCUIT BREAKER | 112 | 59,571.19 | 5,424,921 |
| | | COMMISSION ADJUSTMENT | 4 | 9,164.31 | 911,822 |
| | | INDIGENT | 75 | 15,641.86 | 1,431,186 |
| | | 20% CIRCUIT BREAKER | 91 | 32,871.18 | 3,023,141 |
| | | VETERANS | 53 | 55,765.70 | 5,069,577 |
| | | Grand Totals: | 339 | 173,530.89 | 15,906,647 |

GRAND COUNTY

09/28/2016

Auditor's Individual UPP Abatement Report

04:27:56PM

| Account | Name | Blind | Veterans | Indigent | Tax Cancellation | Penalty Cancellation |
|--------------------------|------|--------------------------|-----------------------|--------------------|---------------------|-------------------------|
| | | Interest Cancellation | 20% Circui Breaker | Circuit Breaker | WriteOff | Total |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 1.80 | 1.80 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 192.84 | 0.00 | 192.84 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 249.71 | 0.00 | 249.71 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 9.07 | 0.00 | 9.07 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 16.10 | 0.00 | 16.10 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.18 | 0.18 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.55 | 0.55 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.11 | 0.11 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 64.60 | 0.00 | 64.60 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 16.10 | 16.10 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.14 | 0.14 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.32 | 0.32 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.94 | 0.94 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 21.10 | 0.00 | 21.10 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.01 | 0.01 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.11 | 0.11 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.82 | 0.82 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 2.90 | 2.90 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.01 | 0.01 |
| Grand Totals: | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 1,837.92 | 91.88 | 1,929.80 |
| Abatements Count: | | 0 | 0 | 0 | 0 | 0 |
| | | 0 | 0 | 14 | 87 | 101 |

2016 Tax Cancelations for Current Year through 9/28/2016

| Parcel | Amount | Notes |
|--------------|-------------|--|
| 04-0022-0009 | \$ 445.96 | Sold to the Federal Government 7/27/2016, now exempt |
| 03-0002-0088 | \$ 275.85 | Sold/deeded to Moab City 6/30/2016, now exempt |
| 04-0025-0050 | \$ 3,614.95 | Donated to University of Utah 12/16/2015, now exempt |
| 04-0024-0064 | \$ 4,827.55 | Donated to University of Utah 12/16/2015, now exempt |

Total \$ 9,164.31

2016 Cancelations for Prior Years through 9/28/2016

| Parcel | Amount | Notes |
|--------------|--------|-------------------------|
| 01-0MBO-0038 | \$0.04 | Didn't include Interest |
| 02-0SSV-0045 | \$0.49 | Short on interest |
| 01-0007-0085 | \$0.88 | Short on interest |

Total \$1.41

Total Cancelations \$ 9,165.72

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: L

| | |
|-----------------------|---|
| TITLE: | Approving surplus declaration of heavy equipment for online auction |
| FISCAL IMPACT: | "None" |
| PRESENTER(S): | Cody E. McKinney Fleet Manager Grand County |

Prepared By:

C. McKinney
Fleet Manager Grand
County
125 E. Center
Moab, UT 84532
(435)259-4132
cmckinney@grandcount
yutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to surplus the listed equipment for online auction with "Public Surplus" so as to help maintain an organized and efficient fleet for Grand County, and authorize the Chair to sign all associated documents.

BACKGROUND:

All listed Equipment and/or vehicles are no longer utilized by the fleet departments, or have excessive maintenance costs.

ATTACHMENT(S):

See Attached "Surplus Equipment Detail" documentation and photos

SURPLUS EQUIPMENT DETAIL

- #12 1999 ROCK ZIPPER WITH CUMMINS M-11 ENGINE
SERIAL # 903491
- #23 1965 CATERPILLAR 950 FRONT END LOADER
SERIAL # 9A410A
- #24 FAIR 724 INDUSTRIAL SNOW BLOWER ATTACHMENT FOR LARGE LOADER
SERIAL # C78FMD6188
- #44 1967 CLARK MICHIGAN M-290 TRACTOR (AIR LEAKING ON BRAKE SYSTEM)
SERIAL # 62752
- #57 1990 CATERPILLAR 830 TRACTOR / SCRAPER BARREL ATTACHMENT
SERIAL # 41E546
- #79 PETTIBONE EXTENDABLE FORKLIFT (RUNS BUT NEEDS ENGINE WORK)
SERIAL # 6D30457
- #95 MRS 110MS2R TRACTOR
SERIAL # 1920017
- #557 MILLER 400 MOBILE WELDER UNIT
SERIAL #900955
M.R.S. FRONT BLADE FOR M.R.S. TRACTOR USE

12

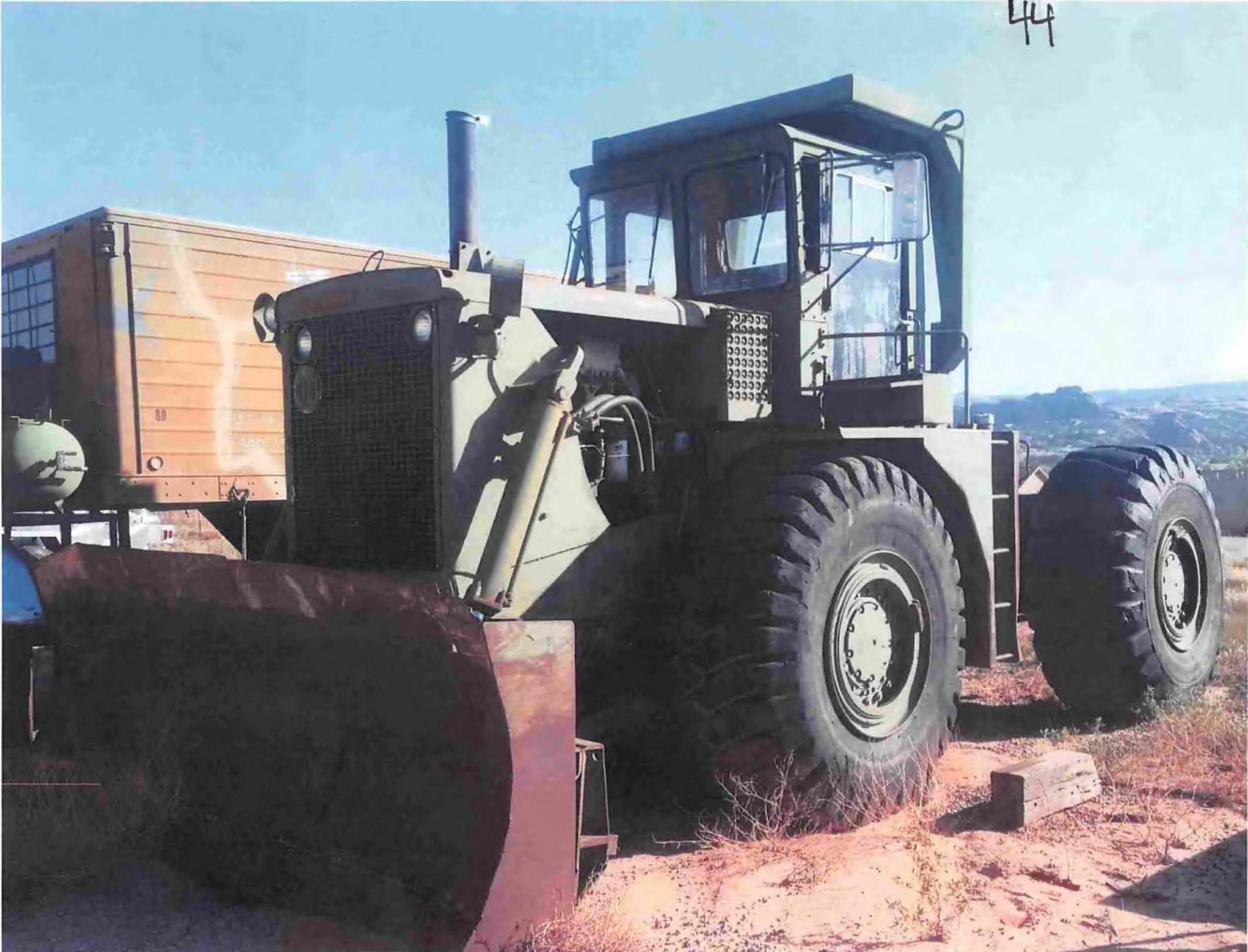


| | |
|----------|----------|
| BRAND: | |
| PART NO. | QUANTITY |
| | |
| | |
| C/NO. | |
| CON. NO. | |





44



57



79



79





557

557



557



AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: M

| | |
|-----------------------|--|
| TITLE: | Approving the formation of a temporary EMS Stakeholder Group, with proposed community representation, to review options in order to make a recommendation on long-term placement and sustainability of Emergency Medical Services as an agency |
| FISCAL IMPACT: | N/A |
| PRESENTER(S): | Andy Smith, EMS Director |

Prepared By:

Andy Smith
 EMS Director
 and
 Ruth Dillon
 Council Administrator
rdillon@grandcountyutah.net
 (435) 259-1347

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the formation of a temporary community-based EMS Stakeholder Group to review options in order to make a recommendation to the County Council on long-term placement and sustainability of Emergency Medical Services as an agency; such Stakeholder Group to include: the EMS Director (non-voting); 1 voting representative from each of the following: Canyonlands Health Care Special Service District, Grand County EMS, Grand County Sheriff's Office, Moab Area Chamber of Commerce, and Moab Regional Hospital; and 2 voting representatives from the currently seated County Council as follows: Council Members Baird and Tubbs

BACKGROUND:

At the end of August the Grand County Council heard an assessment report from SafeTech Solutions about the current state of the EMS department, illustrating that "*Grand County EMS is not sustainable as operating today.*" SafeTech made four recommendations, including:

"Grand County EMS should identify the best and most appropriate 'home' for Grand County EMS." Some of the options included:

- Remain a county department,
- Become part of the Canyonlands Health Care Special Service District,
- Become an independent not-for-profit organization,
- Become part of the Moab Regional Hospital, or
- Contract for EMS services from an out-of-county vendor.

Further, SafeTech suggested seven implementation steps, the first of which was: "**Engage the community in planning for a sustainable future.**" SafeTech recommended forming a local EMS stakeholder group "to review and build support for a business plan, funding options, and future 'home' for EMS. This group should include residents, business leaders, municipal and county officials, hospital leaders, medical community leaders, law enforcement, and the Park Service."

At the September 20th Council meeting, the EMS Director proposed the membership of the Stakeholder Group, largely as presented in tonight's recommended motion. Since the last Council meeting, each organization has been contacted to ensure commitment to the temporary Stakeholder Group, and to request to be prepared to nominate their representative should the Council adopt the proposed motion.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016
 Agenda Item: N

| | |
|-----------------------|--|
| TITLE: | Adopting proposed ordinance approving amendments to the Grand County Land Use Code (LUC) Section 9.17 Site Plan Review |
| FISCAL IMPACT: | Net positive |
| PRESENTER(S): | Zacharia Levine, Community Development Director |

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

STATED MOTION :

Move to adopt the proposed ordinance to amend Section 9.17 of the Grand County Land Use Code: Site Plan Review and authorize the Chair to sign all associated documents.

PLANNING COMMISSION RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

BACKGROUND:

Currently the Land Use Code requires site plan review approval by the Planning Commission. Site plans are administrative and as long as the applicant meets the requirements of the code a site plan shall be approved. Review by the Planning Commission becomes redundant and creates additional time constraints on the applicant.

ATTACHMENT(S):

1. Proposed Draft Ordinance
2. Staff report (redlined & clean copies)

GRAND COUNTY, UTAH
ORDINANCE NO. _____, SERIES 2016

**AMENDING SECTION 9.17 SITE PLAN REVIEW
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 9.17 Site Plan Review* of the *Grand County Land Use Code* by addressing redundancy associated with the process;

WHEREAS, the Grand County Planning Commission considered this item in a public hearing on August 24, 2016, at which time the Planning Commission recommended August 24, 2016;

WHEREAS, the County Council considered this item in a public hearing held on September 20, 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 9.17 Site Plan Review*, to read as follows;

Sec. 9.17 Site Plan Review

9.17.1 Applicability

Prior to the issuance of a zoning development permit or building permit for any commercial or multi-family development in any zone district, a site plan shall be submitted to the Community Development Department for approval.

9.17.2 Purpose

The purpose for Site Plan Review is to assist the building inspector with zoning review, which must be accomplished prior to the issuance of a zoning development permit and building permit. In this one-step review, the Zoning Administrator reviews proposed developments for conformance with the General Development Standards of Article 6 and applicable zoning requirements of this LUC.

9.19.3 Submission Requirements

The developer or owner shall submit the site plan drawn to an acceptable scale and with adequate copies. The scale and number of copies shall be that deemed necessary by the Zoning Administrator. The site plan shall include the following:

- A. Parking, loading, and refuse areas;
- B. Access ways, including points of ingress, egress;
- C. Sidewalks and trails;

- D. Fences and walls;
- E. Location and dimensions of structures and signs;
- F. Location and type of outdoor lighting;
- G. Typical elevations of such buildings;
- H. Landscaping and screening;
- I. Topography;
- J. Specific areas proposed for specific types of land use;
- K. Lots or plots;
- L. Any areas with slopes in excess of 30 percent;
- M. Any areas in a natural drainage or the 100 year floodplain;
- N. Existing and proposed easements, areas proposed for public dedication; and
- O. Building footprint(s), water and sewer lines, easements and drainage improvements in Digital Format; if available. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.

9.17.4 Action

- A. Zoning Administrator shall consider the General Development Standards of Article 6 and the requirements of the underlying zone district.
- B. In the approval or disapproval of the site plan, the Zoning Administrator shall not be authorized to waive or vary conditions and requirements contained in this LUC.
- C. Building permits in conformance with site plan. It shall be unlawful to issue a building permit prior to the approval of the site plan by the Zoning Administrator. No building permit shall be issued except in conformity with the approved site plan or in accordance with authorized minor changes.

9.17.5 Minor Changes

Subsequent to approval of a site plan, minor changes may be authorized by the Zoning Administrator when such minor changes will not cause any of the following to occur:

- A. A change in the character of the development;
- B. An increase in the intensity of use;
- C. A reduction in the originally approved separations between buildings;
- D. An increase in the external effects, including that of outdoor lighting, on adjacent property;
- E. A reduction in the originally approved setbacks from property lines;
- F. An increase in the problems of circulation, safety and utilities;
- G. An increase in the height of such buildings;

ORDINANCE NO _____, SERIES 2016

- H. An increase of more than 20 percent or a 1,000 square feet, whichever is less, in ground coverage by structures;
- I. A reduction in the off-street parking;
- J. A change in the subject, size, lighting or orientation of originally approved signs; or
- K. A decrease in the percentage of landscaping required.

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

Those voting aye: _____

Those voting nay: _____

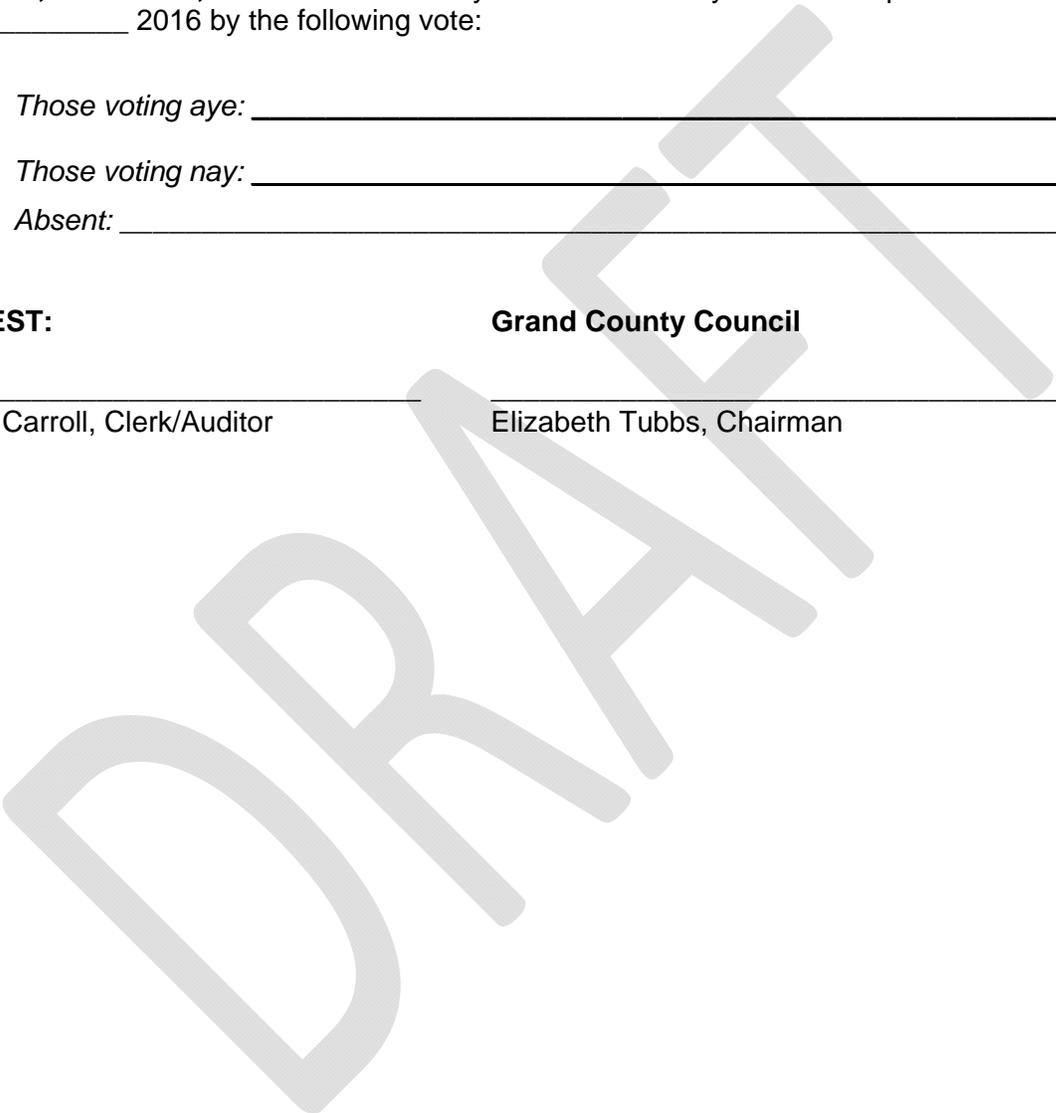
Absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chairman





STAFF REPORT

MEETING DATE: October 4, 2016

TO: Grand County Council

FROM: Community Development Department *Staff*

SUBJECT: Public Hearing – Land Use Code Amendment

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the amendment in a public hearing on August 24, 2016 and forwarded a favorable recommendation to the County Council

STAFF RECOMMENDATION

Approve

BACKGROUND

Currently, the Land Use Code requires site plan review approval by the Planning Commission. Site plans are administrative and as long as the applicant meets the requirements of the code a site plan shall be approved. Review by the Planning Commission becomes redundant and creates additional time constraints on the applicant.

DRAFT LANGUAGE

Sec. 9.17 Site Plan Review

9.17.1 Applicability

Prior to the issuance of a zoning development permit or building permit for any commercial or multi-family development in any zone district, ~~there a site plan~~ shall be submitted to the [Planning Commission Community Development Department](#) for ~~its~~ approval. ~~of a site plan.~~

9.17.2 Purpose

[The purpose for Site Plan Review is to assist the building inspector with zoning review, which must be accomplished prior to the issuance of a zoning development permit and building permit. In this one-step review, the ~~Planning Commission~~ Zoning Administrator reviews proposed developments for conformance with the General Development Standards of Article 6 and applicable zoning requirements of this LUC.](#)

9.19.3 Submission Requirements

The developer or owner shall submit the site plan drawn to an acceptable scale and with adequate copies. The scale and number of copies shall be that deemed necessary by the Zoning Administrator. The site plan shall include the following:

- A. Parking, loading, and refuse areas;
- B. Access ways, including points of ingress, egress;
- C. Sidewalks and trails;
- D. Fences and walls;
- E. Location and dimensions of structures and signs;
- F. Location and type of outdoor lighting;
- G. Typical elevations of such buildings;

- H. Landscaping and screening;
- I. Topography;
- J. Specific areas proposed for specific types of land use;
- K. Lots or plots;
- L. Any areas with slopes in excess of 30 percent;
- M. Any areas in a natural drainage or the 100 year floodplain;
- N. Existing and proposed easements, areas proposed for public dedication; and
- O. Building footprint(s), water and sewer lines, easements and drainage improvements in Digital Format; if available. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.

9.17.4 Action ~~of Commission~~

- A. ~~The Planning Commission-Zoning Administrator consideration~~ shall consider ~~include~~ the General Development Standards of Article 6 ~~and~~ the requirements of the underlying zone district, ~~and other aspect deemed by the County Planning and Zoning Commission necessary to consider in the interest of promoting the purposes of this LUC.~~
- B. In the approval or disapproval of the site plan, the ~~Planning Commission-Zoning Administrator~~ shall not be authorized to waive or vary conditions and requirements contained in this LUC.
- C. Building permits in conformance with site plan. It shall be unlawful to issue a building permit prior to the approval of the site plan by the ~~Planning Commission-Zoning Administrator~~. No building permit shall be issued except in conformity with the approved site plan or in accordance with authorized minor changes, ~~including all conditions of approval applied by the Planning Commission.~~

9.17.5 Minor Changes

Subsequent to approval of a site plan, minor changes may be authorized by the Zoning Administrator when such minor changes will not cause any of the following to occur:

- A. A change in the character of the development;
- B. An increase in the intensity of use;
- C. A reduction in the originally approved separations between buildings;
- D. An increase in the external effects, including that of outdoor lighting, on adjacent property;
- E. A reduction in the originally approved setbacks from property lines;
- F. An increase in the problems of circulation, safety and utilities;
- G. An increase in the height of such buildings;
- H. An increase of more than 20 percent or a 1,000 square feet, whichever is less, in ground coverage by structures;
- I. A reduction in the off-street parking;
- J. A change in the subject, size, lighting or orientation of originally approved signs; or
- K. A decrease in the percentage of landscaping required.



STAFF REPORT

MEETING DATE: October 4, 2016

TO: Grand County Council

FROM: Community Development Department *Staff*

SUBJECT: Public Hearing – Land Use Code Amendment

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the amendment in a public hearing on August 24, 2016 and forwarded a favorable recommendation to the County Council

STAFF RECOMMENDATION

Approve

BACKGROUND

Currently, the Land Use Code requires site plan review approval by the Planning Commission. Site plans are administrative and as long as the applicant meets the requirements of the code a site plan shall be approved. Review by the Planning Commission becomes redundant and creates additional time constraints on the applicant.

DRAFT LANGUAGE

Sec. 9.17 Site Plan Review

9.17.1 Applicability

Prior to the issuance of a zoning development permit or building permit for any commercial or multi-family development in any zone district, a site plan shall be submitted to the Community Development Department for approval.

9.17.2 Purpose

The purpose for Site Plan Review is to assist the building inspector with zoning review, which must be accomplished prior to the issuance of a zoning development permit and building permit. In this one-step review, the Zoning Administrator reviews proposed developments for conformance with the General Development Standards of Article 6 and applicable zoning requirements of this LUC.

9.19.3 Submission Requirements

The developer or owner shall submit the site plan drawn to an acceptable scale and with adequate copies. The scale and number of copies shall be that deemed necessary by the Zoning Administrator. The site plan shall include the following:

- A. Parking, loading, and refuse areas;
- B. Access ways, including points of ingress, egress;
- C. Sidewalks and trails;
- D. Fences and walls;
- E. Location and dimensions of structures and signs;
- F. Location and type of outdoor lighting;
- G. Typical elevations of such buildings;
- H. Landscaping and screening;

- I. Topography;
- J. Specific areas proposed for specific types of land use;
- K. Lots or plots;
- L. Any areas with slopes in excess of 30 percent;
- M. Any areas in a natural drainage or the 100 year floodplain;
- N. Existing and proposed easements, areas proposed for public dedication; and
- O. Building footprint(s), water and sewer lines, easements and drainage improvements in Digital Format; if available. Digital information shall be provided in the latest version of AutoCAD, or other format compatible with the County GIS as may be specified by the Zoning Administrator (currently preferred in State Plane Coordinates - Utah Central Zone or the Valley Coordinate System) with all measurements stated in feet.

9.17.4 Action

- A. Zoning Administrator shall consider the General Development Standards of Article 6 and the requirements of the underlying zone district..
- B. In the approval or disapproval of the site plan, the Zoning Administrator shall not be authorized to waive or vary conditions and requirements contained in this LUC.
- C. Building permits in conformance with site plan. It shall be unlawful to issue a building permit prior to the approval of the site plan by the -Zoning Administrator. No building permit shall be issued except in conformity with the approved site plan or in accordance with authorized minor changes.,

9.17.5 Minor Changes

Subsequent to approval of a site plan, minor changes may be authorized by the Zoning Administrator when such minor changes will not cause any of the following to occur:

- A. A change in the character of the development;
- B. An increase in the intensity of use;
- C. A reduction in the originally approved separations between buildings;
- D. An increase in the external effects, including that of outdoor lighting, on adjacent property;
- E. A reduction in the originally approved setbacks from property lines;
- F. An increase in the problems of circulation, safety and utilities;
- G. An increase in the height of such buildings;
- H. An increase of more than 20 percent or a 1,000 square feet, whichever is less, in ground coverage by structures;
- I. A reduction in the off-street parking;
- J. A change in the subject, size, lighting or orientation of originally approved signs; or
- K. A decrease in the percentage of landscaping required.

CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Consent Agenda Item: O-R

| | |
|-----------------------|--|
| TITLE: | <p>O. Approving proposed State of Utah contract amendment between Grand County and Utah Attorney General's Office to increase funding for the Children's Justice Center Program effective July 1, 2016</p> <p>P. Approving proposed grant agreement between the Utah Department of Natural Resources, Division of Wildlife Resources and the Grand County Weed Department for the completion of riparian habitat restoration on the Lower Dolores River</p> <p>Q. Ratifying the Chair's signature on proposed Geographic Information System (GIS) support block with GIS Inc.</p> <p>R. Ratifying the Chair's signature on proposed professional services statement of work with LanDesk</p> |
| FISCAL IMPACT: | See Corresponding Agenda Summary, if any |
| PRESENTER(S): | None |

Prepared By:

Bryony Chamberlain
Council Office Coordinator
435-259-1346
bchamberlain@grandcountyutah.net

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.

FOR OFFICE USE ONLY:

Attorney Review:
N/A

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: O

| | |
|-----------------------|--|
| TITLE: | Approving proposed State of Utah contract amendment between Grand County and Utah Attorney General's Office to increase funding for the Children's Justice Center Program effective July 1, 2016 |
| FISCAL IMPACT: | None |
| PRESENTER(S): | Connie Haycock, Children's Justice Center Director |

Prepared By:

Connie Haycock
Children's Justice
Center Director

FOR OFFICE USE ONLY:

Attorney Review:

None Requested

RECOMMENDATION:

I move to approve the proposed contract amendment between the Attorney General's Office and Grand County to increase funding for Children's Justice Center by \$97,154 effective July 1, 2016, and to authorize the Chair to sign all associated documents

BACKGROUND:

This contract amendment provides funding for the Children's Justice Center for FY17 which is the second year in a five-year contract between Grand County and the State of Utah, Attorney General's Office.

ATTACHMENT(S):

1. Contract Amendment



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 3 To CONTRACT # 160221

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Attorney General's Office referred to as State Entity and, Grand County, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

_____ (original starting date)

_____ (current ending date)

_____ **new ending date**

2. **Contract amount:**

\$108,013.26 (current contract amount)

\$97,154 (amendment amount)

\$205,167.26 **new contract amount**
add current amount to amendment amount

3. **Other changes:** (attach other sheets if necessary):

4. **Effective Date of Amendment:** July 1,2016

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

STATE

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

Director, Division of Purchasing Date

Division of Finance

| | | | |
|-----------------------|------------------|------------|-------|
| Agency Contact Person | Telephone Number | Fax Number | Email |
|-----------------------|------------------|------------|-------|

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: P

| | |
|-----------------------|--|
| TITLE: | Approving proposed grant agreement between the Utah Department of Natural Resources, Division of Wildlife Resources and the Grand County Weed Department for the completion of riparian habitat restoration on the Lower Dolores River |
| FISCAL IMPACT: | There is no matching with this grant. It will be within our 2016 budget. |
| PRESENTER(S): | Tim Higgs, Grand County Weed Supervisor |

Prepared By:

Tim Higgs, Grand
County Weed
Supervisor
435-259-1369
twhiggs@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

None Requested

RECOMMENDATION:

I move to approve the proposed grant agreement between the Utah Department of Natural Resources, Division of Wildlife Resources and the Grand County Weed Department in the amount of \$6500 through June 30, 2017, for the *Completion of Riparian Habitat Restoration on the Lower Dolores River*, as proposed through the Utah Partners for Conservation and Development and the Watershed Restoration Initiative, and authorize the Chair to sign all associated documents.

BACKGROUND:

We have worked with the BLM at Robert's Bottom over the last 10 years in controlling Russian knapweed and This grant is to help in getting the rest of the plants that may have been missed or came from up river to reinvest the area. The BLM has spent a lot of time and money working on getting rid of the Tamarisk and we have worked with them on this in the past and this grant is to continue with this work.

ATTACHMENT(S):

1. Lower-Dolores Grant Agreement
2. Attachment A: State of Utah Standard Term and Conditions For Services

Grant Agreement

BETWEEN
GRAND COUNTY
AND THE
UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES

This GRANT AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Grand County for the *Riparian Habitat Restoration on the Lower Dolores River (WRI #3730)* proposed through the Utah Partners for Conservation and Development (UPCD) Watershed Restoration Initiative (WRI).

The terms and conditions of this Cooperative Agreement are as follows:

1. UDWR will provide Grand County up to \$6,500 for the completion of *Riparian Habitat Restoration on the Lower Dolores River (WRI #3730)*.
2. Grand County will complete the project as described in the attached proposal. Projected costs are estimates, and the funds may be moved among line items as necessary. Grand County will invoice UDWR no more frequently than quarterly for reimbursement of project expenses incurred. All invoices need to be submitted before June 30, 2017. Term of the agreement is from the date of the last signature on the agreement to June 30, 2017. Grand County will over see project work and will submit a final completion in the WRI online database within 3 months of completion of project or by August 31, 2017.

Grand County Council Chair

Date

Division of Wildlife Resources/Director

Date

Division of Wildlife Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

Project Details:

Need for Project:

The establishment of tamarisk and other invasive plants along the Dolores River during the 20th Century negatively impacted riparian and aquatic habitats. Dense stands of tamarisk displaced native plants, degraded wildlife habitat, reduced livestock forage, limited human access to the river, interfered with the natural fluvial processes of the river, and increased the risk of severe wildfires. The impacts of tamarisk on aquatic habitats are sometimes not fully recognized, but tamarisk tends to eliminate side channel and backwater habitats that provide critical spawning and nursery habitat for native fish by trapping sediments, reduce habitat complexity in stream channels in a manner that negatively impacts rare native fishes, and reduce the input of key nutrients that support aquatic food webs (Graf 1978, Geological Society of American Bulletin 89:1149-1501; Bailey et al. 2001, Wetlands 21:442-447; Keller et al. 2014, Environmental Management 54:465-478). Inventory and monitoring of riparian habitats by the Tamarisk Coalition and the University of Denver revealed a pattern of establishment and spread of very dense stands of tamarisk accompanied by the displacement of diverse native plant communities along major stretches of the Dolores River. Beginning in 2010, the Dolores River Restoration Partnership (DRRP), which includes participants from a variety of public and private organizations (including four BLM field offices in Utah and Colorado), identified and began treating over 1900 acres of impacted riparian habitat dominated by tamarisk and other invasive plants in an initial effort to restore native vegetation and improve the quality of riparian and riverine habitats. The proposed project is needed to complete the initial phase of tamarisk removal along the Utah portion of the Dolores River and to manage two previously treated areas in need of follow-up weed treatments and reseeding. Areas where tamarisk removal will occur encompass five abandoned side channels. The establishment of tamarisk in these areas has altered fluvial processes and increased rates of sedimentation, leading to the loss of the side channels, which historically served as important spawning and juvenile habitats for sensitive and endangered fishes. Impacts to riparian vegetation and wildlife have been equally significant. Reduction of tamarisk density will be used as a management tool to help restore native riparian vegetation as a means of improving fluvial processes, increasing the quality of riparian vegetation for wildlife and livestock, and reducing fire danger.

Objectives:

The overall objective of this project is to restore riparian habitats along the Dolores River to a more diverse, functional, self-sustaining, and resilient condition. The project will build on previous restoration efforts by extending tamarisk removal efforts to relatively inaccessible sites along 5.4 miles of the river corridor, treating Russian knapweed and other weedy invasive plants in two large floodplain areas where tamarisk removal has occurred but secondary treatments are necessary, and targeted broadcast seeding of native grasses. The specific objectives include improving the health and diversity of native riparian vegetation, improving wildlife habitat, increasing forage availability for livestock, reducing the threat of severe wildfires, and improving fluvial processes as a means of restoring fish habitat. Populations of two endangered species of fish and three sensitive species of fish are known to occur in the project area. Riparian habitats in the project area also play a critical role in supporting populations of high interest game species, including mule deer, bighorn sheep, and wild turkey.

Threats/Risks:

Removal and thinning of tamarisk can facilitate the spread of invasive herbaceous plants, such as Russian knapweed. The use of mosaic treatments and follow-up weed treatments should minimize this risk. Tamarisk removal can also have short-term impacts on breeding birds that require dense stands of riparian vegetation. In addition, southwestern willow flycatchers (*Empidonax traillii extimus*) are known to use the Dolores River corridor during migration. However, southwest willow flycatchers do not appear to nest in the area. Furthermore, altered flood and fire regimes coupled with channelization of streams and rivers caused by nonnative plants have contributed to the degradation of habitats used by southwest willow flycatchers and other birds that depend on riparian vegetation, and the recovery plan for the southwest willow flycatcher seeks to "protect, reestablish, mimic, and/or mitigate for the loss of natural processes that establish, maintain, and recycle riparian ecosystems relevant to the flycatcher." In this context, the short-term impacts caused by tamarisk thinning and removal are a necessary risk in providing long-term benefits to populations of species that depend on healthy riparian ecosystems.

Relation to Management Plans:

- 1) The Resource Management Plan (RMP) for the BLM Moab Field Office (2008) prioritizes management of riparian vegetation and emphasizes the control of noxious weeds, prevention of the spread of invasive species, and restoration of vegetated areas. Reduction of tamarisk and restoration of native riparian vegetation addresses management objectives for improving the quality and health of riparian habitats while improving the quality of resources used in recreation and reducing fuels in a manner that decreases the likelihood and severity of wildfires. Specific management decisions in the RMP that are directly related to the primary objectives of the proposed project include RIP-9, which calls for restoring riparian vegetation "through biological, chemical, mechanical, and manual methods (e.g., tamarisk control, willow plantings)," and RIP-16, which calls for implementation of strategies to "restore degraded riparian communities" and "protect natural flow regimes."
- (2) The project addresses goals and objectives of the BLM Utah Riparian Policy, which states that "riparian areas are to be improved at every opportunity."
- (3) The Wildlife Action Plan (WAP) for the State of Utah identifies lowland riparian habitat as being highest priority for conservation and restoration. UDWR has designated segments of the Dolores River corridor as "essential habitat" due to its cottonwood gallery, high avian biodiversity, importance as turkey habitat and deer winter range, importance to breeding and overwintering waterfowl, and use by bald eagles and peregrine falcons.
- (4) The Range-wide Conservation Agreement and Strategy for Roundtail Chub *Gila robusta*, Bluehead Sucker *Catostomus discobolus*, and Flannelmouth Sucker *Catostomus latipinnes* (UDWR Publication 06-18) includes an objective of enhancing and maintaining habitat for each of the three species. Tamarisk removal has been an important component of this effort in other parts of Utah. All three of the "three species" are present in the Dolores River.
- (5) The project supports goals and objectives of the Utah Strategic Tamarisk Management Plan.
- (6) The proposed project activities are part of the DRRP's Dolores River -- Riparian Action Plan (DR-RAP), which is a comprehensive plan that outlines restoration goals, objectives, and methods for restoring and managing 175 miles of the Dolores River from McPhee Reservoir in Colorado to the confluence with the Colorado River in Utah.

Fire/Fuels:

Establishment of dense stands of tamarisk greatly increases the likelihood of catastrophic wildfires, especially in the vicinity of campsites and other locations of concentrated human activity. A major benefit from this project will be reduction in fire risks resulting from clearing of tamarisk away from campsites and from thinning tamarisk in a manner that creates fire breaks and allows native vegetation to recolonize.

Water Quality/Quantity:

Large-scale tamarisk removal has the potential to improve water quality by reducing salinity levels of soils in riparian habitats. In addition, tamarisk tends to have higher rates of evapotranspiration than the native upland plants that it tends to displace from floodplain habitats, and Russian knapweed has especially high rates of evapotranspiration. Consequently, the project has the potential to reduce water lost through evapotranspiration in riparian and floodplain habitats.

Compliance:

The project will be tiered to the BLM Moab Field Office Programmatic Invasive Species Management Plan (2016) and will conform to its stipulations and restrictions. The work associated with the project will be confined to the floodplains of the Dolores River where active fluvial processes caused frequent transport and redistribution of sediment up until recently. Consequently, archaeological resources are not likely to be present in the project area. However, consultation with BLM archaeologists will take place to determine the need for an archaeological survey. If needed, a survey will be conducted prior to the beginning of the project and any areas in which archaeological sites are identified will be avoided.

Method:

Thinning and removal of tamarisk at relatively inaccessible and previously untreated areas along the lower Dolores River corridor will occur between the confluence with Fisher Creek and the confluence with Granite Creek at prioritized sites in the vicinity of campsites and historic side channels where dense stands of tamarisk have become established. Eight stands of tamarisk along this river segment, covering 32 acres, will be treated. These sites have been prioritized by the DRRP based on social values (e.g., presence of campsites), ecological values, and economic values (e.g., potential to provide forage for livestock). Conservation corps crews will access the sites via raft and will use a cut-stump method to cut tamarisk with chainsaws and apply herbicide (Triclopyr) to the freshly cut tamarisk stumps during the fall (September - early November) of 2016 and early spring (March-April) of 2017. Tamarisk will be cleared away from campsites and other key assets, while mosaic treatments consisting of the removal of 30-50% of the tamarisk biomass will be applied in adjacent areas. The mosaic treatment of tamarisk will be implemented as a way of reducing tamarisk density while maintaining the degree of soil stability and partially shaded microclimates necessary to provide conditions beneficial to riparian wildlife and native plants. This strategy, which incorporates the presence of the tamarisk-leaf beetle (a biological control agent), is expected to reduce tamarisk densities in a manner that allows native trees, shrubs, perennial grasses, and herbaceous vegetation to become reestablished. Results from a 2010-2014 DRRP pilot study conducted upriver in the Uncompahgre BLM Field office support using this integrated-pest management strategy. In addition, thinning of tamarisk in abandoned side channels is expected to increase the likelihood of reoccupation of portions of these side channels by the river, restoring important spawning and nursery habitats for sensitive and endangered fishes.

Additional tamarisk thinning will occur during the fall of 2016 on BLM land beginning 1.2 miles downstream from the previously described sites that will be accessed by raft and extending almost 2 miles along the north side of the Dolores River across from the University of Utah's Rio Mesa Center. This area is dominated by two large stands of tamarisk covering approximately 38 acres. Both of these tamarisk stands occur at locations of abandoned side channels and will be subject to a mosaic treatment involving removal of 30-50% of the tamarisk biomass in a manner that creates swaths of open habitat suitable for recolonization by native vegetation.

Follow-up treatment of Russian knapweed and other invasive herbaceous plants will occur during the fall of 2016 on BLM and adjacent private land in two areas of the Dolores River corridor where Russian knapweed has become dominant following tamarisk treatments: (1) the Stateline area near the Colorado border downstream to the confluence with Beaver Creek and (2) Roberts Bottom, near the confluence with the Colorado River. The Stateline area will be treated by conservation corps interns under the guidance of the BLM Moab and Grand Junction Field Office. The Roberts Bottom site will be treated by the Grand County Weed Department and will be subject to broadcast seeding of native grasses following the treatment. Treatments of Russian knapweed on private land located upstream from the project area have proven highly successful in eliminating Russian knapweed and in rapidly facilitating the establishment of perennial grasses, which increased from essentially 0% cover roughly 50% cover within two years following Russian knapweed (see <https://sites.google.com/a/tamarisk-coalition.org/russian-knapweed-restoration-demonstration-pilot-project/in-the-community>).

Monitoring:

Long-term monitoring of vegetation, riparian condition, and breeding birds will be conducted at treatment sites to assess the effectiveness of the treatments and to guide future management efforts. This will involve expansion of monitoring efforts coordinated by the DRRP that are already taking place along other areas of the Dolores River. Monitoring surveys will be conducted prior to the treatments, shortly after the treatments, and on an annual basis for several years after the treatments. In addition, photo points will be established to document long-term vegetative and floodplain trends.

Future Management:

The project is part of a multi-year effort that will involve follow-up treatments and annual monitoring. The long-term goal is to restore riparian and floodplain habitats along the lower Dolores River in a manner that creates diverse riparian communities comprised primarily of native plant species as a means of improving the condition and resiliency of riparian and aquatic habitats. This will require an adaptive management approach.

Domestic Livestock Benefit:

The removal of tamarisk and Russian knapweed is expected to greatly benefit domestic livestock by facilitating the reestablishment of perennial grasses, native forbs, and shrubs that have much higher forage value than tamarisk. Past knapweed treatments upstream from the project area have led to rapid reestablishment of perennial grasses, even in the absence of seeding. However, targeted broadcast

seeding will be used to accelerate recolonization of native grasses in selected areas where native grasses are sparse in habitat adjacent to the treatment site.

| | | | | | |
|----------------------|---|------------|--------|--------|------|
| Contractual Services | Treatment of Russian knapweed and tamarisk re-sprouts at Roberts Bottom by the Grand County Weed Department | \$6,500.00 | \$0.00 | \$0.00 | 2017 |
|----------------------|---|------------|--------|--------|------|

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees

that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: Q

| | |
|-----------------------|---|
| TITLE: | Ratifying the Chair's signature on proposed Geographic Information System (GIS) support block with GIS Inc. |
| FISCAL IMPACT: | \$20,000 (within budget) |
| PRESENTER(S): | Matt Cenicerros, Grand County IT Director |

Prepared By:

Matt Cenicerros
IT Director
Grand County
125 E Center St
Moab, UT 84532
435-259-1393
mcenicerros@grandcou
ntyutah.net

RECOMMENDATION:

I move to ratify the Chair's signature on the proposed Geographic Information System (GIS) support block with GIS Inc. and authorize the Chair to sign all associated documents.

BACKGROUND:

A GSA support block for time and materials, not to exceed \$20000, for use to train and assist with GIS related projects as needed in association with our newly installed Enterprise GIS.

ATTACHMENT(S):

Purchase Order and Support Block Details

FOR OFFICE USE ONLY:

Attorney Review:

N/A

GSA Contract
Schedule 70 GS-35F-0682R

September 22, 2016

Mr. Matt Cenicerros
IT Director
Grand County
125 E. Center St.
Moab, UT 84532
mcenicerros@grandcountyutah.net

Dear Matt,

RE: GIS Pay-as-you-Go Support Block Services – GSA Contract Schedule 70 GS-35F-0682R

Thank you for your interest in our GIS Support Block. Included in the following pages are GISinc's GSA labor categories and labor rates.

GIS Support Blocks will provide a vehicle for accessing GIS support on-demand to Grand County, Utah. I hope you find this information helpful. If I can provide further assistance, please do not hesitate to contact me.

Thank you again for your interest. We look forward to working with you.

Sincerely,



Kevin Brown

State & Local Government Account Manager

Geographic Information Services, Inc.

2100 Riverchase Center, Suite 105 | Birmingham, AL 35244

Phone: 205.941.0442 ext.437 | Cell: 619.348.9844 | Email: kevin.brown@gisinc.com

I. Support Block

GIS Support Blocks provide a vehicle for accessing GIS support on-demand. Once a GIS Support Block is put in place, GISinc will provide professional services to assist Grand County (the County) with GIS support. All services provided as part of the GIS Support Blocks will be conducted by the most effective and cost-efficient method, including: virtually through remote network access, telephone conference calls, Internet (WebEx) demonstrations, or on-site consultants.

How do GIS Support Blocks work?

Once the GIS Support Block vehicle is in place, GISinc will provide the County with a single point of contact. GISinc will identify the support tasks and establish a communication plan for coordinating the activities of the task as well as status reporting. We will match the support task with the correct GISinc resource and their corresponding labor category.

If a support task becomes large, GISinc may require using a management team. This function includes people, processes, and technology that are designed to make sure that the County receives outstanding value. Milestones and completion dates will be established for the Planning and Analysis, Client review, Design, Client review, Development, Testing, and Installation/Implementation phases of a large task or project. There are many tasks and risks that have the potential to derail a project. To manage this effort, larger tasks or projects that we execute are assigned a Project Coordinator or Technical Architect from GISinc.

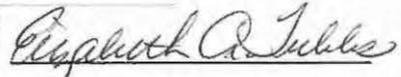
II. GSA Pricing & Acceptance

GISinc is proposing a not-to-exceed price of **\$20,000** for the time and materials Professional Services contract utilizing our GSA Labor Categories and Rates that have been provided below:

| GSA Services Pricing (CONUS) | | | |
|--|----------------------------------|----------|-----------------|
| SINs 132-100 and 132-51 | | | |
| Job Function | Staff 2014 | Sr. 2014 | Consultant 2014 |
| SIN 132-100 Ancillary Supplies and/or Services | | | |
| Experience | | | |
| J012, J013 | Administrative Support | \$32.24 | \$38.89 |
| J152, J153 | Project Coordinator | \$86.90 | \$80.60 |
| SIN 132-51 Information Technology Professional Services | | | |
| Experience | | | |
| J022, J023 | Application Architect | \$157.18 | \$181.36 |
| J033, J034 | Geospatial Technician | \$52.39 | \$68.51 |
| J042, J043 | Database Engineer | \$116.88 | \$137.03 |
| J052, J053 | Geospatial Analyst | \$88.66 | \$116.88 |
| J062, J063 | Geospatial Developer | \$112.85 | \$141.06 |
| J072, J073 | Geospatial Project Manager | \$124.94 | \$157.18 |
| J082, J083 | Help Desk Specialist | \$80.60 | \$100.76 |
| J094 | Management Consultant | | \$197.48 |
| J095 | Enterprise Architect Consultant | | \$189.42 |
| J112, J113 | Application Designer | \$112.85 | \$141.06 |
| J122, J123 | Solutions Engineer | \$104.79 | \$137.03 |
| J142, J143 | Systems Engineer | \$116.88 | \$153.15 |
| J162, J163 | Database Analyst | \$80.60 | \$92.70 |
| J172, J173 | Documentation Specialist | \$49.97 | \$60.45 |
| J191, J192 | Technical Architect | \$149.12 | \$173.30 |
| J212, J213 | Quality Assurance Specialist | \$84.63 | \$104.79 |
| J232, J233 | Systems Analyst | \$88.66 | \$104.79 |
| J234 | Subject Matter Expert Sr. | | \$200.00 |
| J235 | Subject Matter Expert Consultant | | \$220.00 |

You may indicate your acceptance of the above proposal with a signature from authorized personnel from the County.

Grand County, Utah

Signature: 
 Name: ELIZABETH A. TUBBS
 Title: Chair, County Council
 Date: _____

10-4114-320

Quotation Terms and Conditions

As a condition of using this contract, both parties agree to abide by all terms and conditions of IT Schedule 70 Contract GS-35F-0682R and are hereby incorporated by reference into this award; except for the Disputes clause, the Patent Indemnity Clause and any portion of the Commercial Item Contract Terms and

Conditions that specify 'Compliance with the laws unique to Government Contacts'. Disputes which cannot be resolved by the parties may be litigated in any State or Federal Court with jurisdiction over the

parties, applying Federal Procurement Law, and if pertinent, the Uniform Commercial Code. Where contract clauses refer to action by a "Contracting Officer" shall mean "the individual responsible for placing the order or award for services".

Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Geographic Information Services, Inc. (GISinc).

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: R

| | |
|-----------------------|---|
| TITLE: | Ratifying the Chair's signature on proposed professional services statement of work with LanDesk. |
| FISCAL IMPACT: | \$11,835.80 (within budget) |
| PRESENTER(S): | Matt Cenicerros, Grand County IT Director |

Prepared By:

Matt Cenicerros
IT Director
Grand County
125 E Center St
Moab, UT 84532
435-259-1393
[mcenicerros@grandcou
ntyutah.net](mailto:mcenicerros@grandcountyutah.net)

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to ratify the Chair's signature on the proposed professional services statement of work (SOW) with LanDesk, and authorize the Chair to sign all associated documents.

BACKGROUND:

A single-source-provider SOW for professional services related to LanDesk management software. Licensed last year, this software consolidates and automates many aspects of managing and securing PCs and devices owned and operated throughout the county. This SOW is to optimize and correct the configuration of the software to work as efficiently as possible, allowing me more time to focus on administration and support tasks.

ATTACHMENT(S):

Purchase Order and SOW



VLCM
 3520 South 300 West
 Salt Lake City, Utah 84115
 United States
 http://www.vlcmtech.com
 (P) 801-262-9277
 (F) 801-262-4752

Quotation (Open)

Date
 Jun 15, 2016 04:34 PM
 MDT

Doc #
 260118 - rev 1 of 1

Description
 LanDesk

SalesRep
 Donadio, Pete
 (P) 801-303-5305 ext.
 (F) 801-262-4752

Customer Contact
 Cenicerros, Matt
 (P) 435-259-1393
 mceniceros@grandcountyutah.net

Customer
 Grand County UT (GC3149)
 Cenicerros, Matt
 125 East Center Street
 Moab, UT 84532
 United States
 (P) 435-259-1392

Bill To
 Grand County UT
 CENICEROS, MATT
 125 East Center Street
 MOAB, UT 84532
 United States
 MCENICEROS@GRANDCOUNTYUTAH.COM

Ship To
 Grand County UT
 125 East Center Street
 Moab, UT 84532
 United States
 (P) 435-259-1392

Customer PO:

Terms:
 Undefined

Ship Via:
 FedEx Ground

Special Instructions:

Carrier Account #:

| # | Image | Description | Part # | Tax | Qty | Unit Price | Total |
|---|---|--|--------------------|-----|-----|------------|------------|
| 1 |  | Professional Services SSM | SVCS-PROSVCS-SSM | Yes | 4 | \$2,290.28 | \$9,161.12 |
| 2 |  | Professional Services Hourly Rate | SVCS-PROSVCS-HRLY | Yes | 8 | \$282.39 | \$2,259.12 |
| 3 |  | Prof Services Project Mgmt- Professional | SVCS-PROSVCS-PMPRO | Yes | 1 | \$415.56 | \$415.56 |

Lease Options

Why Lease? Tax Benefits, Better Cash Flow, Better ROI \$379.93 / mo. for 36 mos.

Subtotal: \$11,835.80
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$11,835.80

10-4114-310-100

LANDESK Professional Services[®]

Services Agreement/Statement of Work

For

Grand County UT

GCU_LDMS_SASOW_061516

 LANDESK

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is effective as of _____ by and between LANDESK Software, Inc. (“LANDESK”) and Recipient (as defined below) (singularly, a “Party,” and collectively, the “Parties). The Parties agree as follows:

1. **Services.** The services to be performed (“Services”) are detailed in attachments to this Agreement and incorporated herein. All Services shall be performed by LANDESK or LANDESK’s contractors.
2. **Compensation.** LANDESK will perform the Services on a time and materials basis as per the price quoted for the Services.
 - a. *Rescheduling Policy.* If Recipient postpones or reschedules a project fewer than ten (10) business days but more than five (5) business days prior to the start date of a project, Recipient shall pay LANDESK fees equal to the fees quoted for one (1) day of Services under the project or \$2,500, whichever is less. If Recipient postpones or reschedules a project fewer than five (5) business days prior to the start date of a project, Recipient shall pay LANDESK fees equal to the fees quoted for: (i) the number of days of Services postponed, (ii) one week of Services due for the project as if it had been fully performed, or (iii) \$12,500, whichever is less.
3. **Payment Terms.**
 - a. **Authorized Reseller.** If purchasing through a LANDESK authorized reseller (“Reseller”), Recipient will pay the Reseller in accordance with the payment terms negotiated by Recipient and Reseller.
 - b. **Direct.** If purchasing directly through LANDESK, Recipient will pay each LANDESK invoice in full within thirty (30) days from the date of the invoice.
 - c. The quoted prices do not include sales or use taxes. Recipient is responsible for all sales and use taxes.
4. **Implementation Practices.** LANDESK uses, develops and refines processes, procedures, best practices, computer software code, general knowledge, skills, experience, ideas, know-how, and implementation techniques (collectively, “Implementation Practices”) by providing implementation and configuration services to many customers. Recipient benefits from those Implementation Practices and agrees that LANDESK owns and is free to use the Implementation Practices in its sole discretion, including Implementation Practices developed or refined in the course of providing Services to Recipient, so long as the Implementation Practices do not include the use of or reference to the Recipient’s Confidential Information (as defined below).
5. **Confidential Information.** During the course of providing the Services, the Parties may have access to the other Party’s confidential, proprietary, or trade secret information (“Confidential Information”). If disclosed, the disclosing Party will identify Confidential Information in tangible form by clearly indicating in writing its confidential nature, or in intangible form by clearly indicating its confidential nature at the time of disclosure. The receiving Party agrees to maintain the confidentiality of the disclosing Party’s Confidential Information as if it were its own. If disclosure is required by law, each Party agrees to promptly notify the other Party of that requirement and cooperate with the disclosing Party in maintaining the confidentiality of the Confidential Information. Confidential Information does not include information publicly known at the time of disclosure or thereafter (without violation of this Agreement), information known by the receiving Party prior to disclosure, information independently created without the use of the other Party’s Confidential Information, or information lawfully disclosed to the Receiving Party by a third party having the right to do so.
6. **Warranty.** LANDESK warrants that the Services will be performed in a workmanlike manner. If Recipient believes there has been a breach of this warranty and so notifies LANDESK in writing, stating in reasonable detail the nature of the alleged breach within thirty (30) days after LANDESK delivers the Services, then LANDESK will promptly investigate the matter via remote access to determine the nature of the alleged breach of warranty. If there has been a breach of this warranty, then LANDESK’s sole obligation and Recipient’s exclusive remedy will be for LANDESK to correct or re-perform any affected Services as necessary to cause them to comply with this warranty. If LANDESK is unable to correct a

breach of this warranty after repeated efforts, Recipient will be entitled to receive an equitable adjustment in the charges for the Services in question (up to the total amount of such charges under the applicable Statement of Work) to reflect any reduction in the value of the Services as a result of the uncorrected breach of warranty.

7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCURRED (INCLUDING LOST DATA AND/OR LOST PROFITS) EVEN AFTER HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF LIABILITY FOR LOST PROFITS SHALL NOT PREVENT LANDESK FROM RECOVERING UNPAID FEES WHICH HAVE ACCRUED DUE IN FULL. EITHER PARTY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY RECIPIENT FOR THOSE SERVICES GIVING RISE TO THE CLAIM. THE PARTIES AGREE TO THIS LIABILITY ALLOCATION AND THAT SERVICES FEES ARE BASED UPON THIS ALLOCATION.

8. **General.**

- a. *Choice of Law.* This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed exclusively by the laws of the State of Utah, without giving effect to Utah's choice of law rules or principles.
- b. *Severability.* The provisions of this Agreement will be deemed severable and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. If any provision of this Agreement, for any reason, is declared to be null, void or otherwise unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.
- c. *Independent Contractors.* The Parties are independent contractors and this Agreement will not be construed to create a partnership, joint venture, franchise or employment relationship between the Parties and no relationship of exclusivity is created hereby.
- d. *Nonsolicitation.* During the term of this Agreement and for twelve (12) months after its expiration or termination, neither Party will directly solicit and hire for itself (or any of its affiliates) any employee of the other Party (or any of its affiliates), unless the hiring Party obtains in advance the written consent of the other Party, provided that the hiring of an employee who responds to a Party's standard recruitment or general public employment advertising and is subsequently hired shall not be considered a violation of the above stated prohibition.

Agreed to and accepted by:

LANDESK Software, Inc.
698 West 10000 South, Suite 500
South Jordan, Utah 84095

Grand County UT ("Recipient")
125 E Center St, CASTLE VALLEY, MOAB
UT, 84532-2429, United States

By: _____
Name: _____
Title: _____
Date: _____

By: Elizabeth Tubbs
Name: ELIZABETH TUBBS
Title: Chair, County Council
Date: _____



STATEMENT OF WORK

This Statement of Work GCU_LDMS_SASOW_061516 ("SOW") is issued pursuant to the Services Agreement dated as of _____ between Grand County UT ("Recipient"), and LANDESK Software, Inc. ("LANDESK") and is effective as of _____.

Services to be Performed and Schedule of Performance

The services to be performed ("Services") and any associated schedule, are detailed in this Statement of Work. All work will be documented in this Statement of Work signed by authorized representatives of both Parties and, except as otherwise indicated in this Statement of Work, shall be performed by LANDESK, or LANDESK's contractors or consultants. This Statement of Work is time-based and considered completed when allocated days have been delivered.

Project Contacts

| | |
|-------------------------------------|--|
| Primary Recipient Contact | Name: Matt Cenicerros Email: mcenicerros@grandcountyutah.net Phone: 435-259-1393 |
| LANDESK Area Services Manager (ASM) | Name: Jonathan Lavigne Email: jonathan.lavigne@LANDESK.com Phone: 801-208-1392 |
| LANDESK Support Level | Professional |

LANDESK Sales Contact

| | |
|--------------------------------|--|
| LANDESK Territory Manager (TM) | Name: Colby Carr Email : colby.carr@LANDESK.com Phone : 303-931-4693 |
|--------------------------------|--|

Engagement Address (if onsite)

Remote

Background

Drawing upon 25 years of experience, LANDESK today is recognized as a leading provider of systems and endpoint security management, asset lifecycle management, and IT service management (ITSM) solutions. In addition to delivering integrated software technologies, we provide professional consulting, training, and support services that help you leverage your technology investments to the fullest. Whether you need design, consulting, project management, or deployment services, LANDESK Professional Services provides remote and onsite engagements tailored to your singular IT and business needs. And because our expert consultants follow ITIL® and other best practices, you can be confident your deployment will be designed, validated and implemented on schedule and within budget.

Document Purpose

The objective of this Statement of Work (“SOW”) is to describe and contain all the relevant information that will allow the Recipient to understand both the delivery mechanism employed and also what will be included in the delivery phase. This deployment is based upon a joint partnership with the Recipient ensuring that the Project achieves its objectives in the required timeframe.

The content of this SOW is based on LANDESK’s current understanding of Recipient requirements. LANDESK will use a ‘commercially reasonable effort’, based on industry standards, to deliver the Project and Services within the number of days specified in the *Project Summary* section below, in accordance with the tasks listed below. Tasks may be completed in a different order than listed at the discretion of the onsite LANDESK Consultant, and/or Recipient Project Manager.

Project Overview

A proposed high-level project plan is described below. The LANDESK and Recipient Project Managers will review the Statement of Work, and may create a revised project plan at the start (“kick-off”) of the project. Tasks may be completed in a different order than listed at the discretion of the onsite LANDESK Consultant, and/or Recipient Project Manager.

Project Summary

| Section | Description | Days |
|---------|---|------|
| 1 | LDMS Consultancy | 4.00 |
| 2 | Xtraction Custom Reports & Knowledge Transfer | 1.00 |
| | Total | 5.00 |

Project Tasks

The following project tasks describe the activities that will be performed within the scope of this SOW:

| | |
|---|-----------|
| LDMS Consultancy | 4.00 Days |
| <p>The LANDESK Consulting section provides the Recipient with a reserved block of time that can be applied to any professional services as they apply to the product set(s) specified below. The primary purpose of this activity is to provide the Recipient with a competent and experienced Certified LANDESK Consultant who can assist with any LANDESK related tasks necessary as they apply to the specified LANDESK product set(s). These activities are limited only by product set and time, and may include discussion, demonstration, training, configuration, LANDESK product administration and Q & A on any LANDESK related topics, unless expressly excluded in this SOW.</p> <p>Product Set</p> <ul style="list-style-type: none"> • LANDESK Management Suite and/or add-on products (Security Suite, Patch Manager, Mobility Manager & Antivirus) <p>Suggested Topics:</p> <ul style="list-style-type: none"> • Review and deploy Mac agent • Review LANDESK agent & anti-virus configuration • Verify patch level of core server • Review and test configuration of CSA with remote clients • Patch Management and Rollout projects best practices • Review Application control configuration and deployment best practices <p>Planning Meeting: Meet with Recipient key stakeholders to determine prioritized objectives for the allotted amount of time</p> <p>Create Agenda: Determine and agree upon a suitable agenda</p> <p>Perform Activities: Engage with Recipient to perform mutually agreed upon agenda items. <i>Note: Completion of any planned activities is subject to the time constraints set forth in this SOW and completion of specific activities cannot be guaranteed unless agreed to in advance.</i></p> | |
| <p>Applicable Requirements/Prerequisites/Assumptions:</p> <ul style="list-style-type: none"> • Recipient shall provide administrative access to all LANDESK systems which are in scope. • Recipient will be responsible for providing required access to the Microsoft SQL Server where the LANDESK database (s) will reside. | |

| | |
|--|-----------|
| Xtraction Custom Reports & Knowledge Transfer | 1.00 Days |
| <p>The <i>Xtraction Custom Reports & Knowledge Transfer – Reporting</i> activities will focus on educating Recipient on the fundamental concepts used within the Xtraction Reporting product while providing demonstration and answering questions.</p> <p>Installation & Configuration: Xtraction software will be installed on Recipient provided server and configured per the purchase adapters. Editing of purchased adapters to add custom fields will be limited to adding of five (5) attributes per adapter.</p> <p>Xtraction connectors will include:</p> <ul style="list-style-type: none"> • LANDESK Management Suite <p>Discussion and demonstration of the following:</p> <ul style="list-style-type: none"> • Overview • Report Types • Best Practice Dashboards – Available best practice dashboards will be imported for each purchased adapter. • Training <ul style="list-style-type: none"> i. Dashboard Designer I, II & III – these sessions will cover the creation of dashboards. From simple dashboards to more complex dashboards. These sessions will be limited to 10 users. ii. Administrator – This session will cover the processes of administering the Xtraction installation itself. This session will be limited to 1 users. iii. Data Model Editing - This session will cover the processes of administering the Xtraction installation itself. This session will be limited to 1 users. iv. Report Designer Training - This session will cover the ability to create reports using SQL to create a result set. This is optional training and not required in many installations. | |
| <p>Applicable Requirements/Prerequisites/Assumptions:</p> <p>Installation Requirements</p> <p>Xtraction Server Recommended Hardware</p> <ol style="list-style-type: none"> 1. Ram: 2 GB 2. Hard Drive: Xtraction has a very small footprint (20MB). 20GB – 32GB drive size will be ample. 3. CPU: There is not a high demand on the CPU's of the Xtraction server. Fortunately, with a virtual machine, you should be able to allocate more or less resources to the virtual machine based on the performance you observe. <p>Required Software</p> <ol style="list-style-type: none"> 1. Windows Server (2012 or 2012 R2) 2. Microsoft .Net Framework (4.0, 4.5) | |

3. IIS

Web Server (IIS) features on Windows 2008 or above

1. Common HTTP Features
 - Static Content
 - Default Document
 - HTTP Errors
2. Application Development
 - ASP .Net
 - .NET Extensibility
 - ISAPI Extensions
 - ISAPI Filters
3. Health & Diagnostics
 - HTTP Logging
4. Security
 - Windows Authentication (if using AD)
5. Management Tools
 - IIS Management Console

Xtraction Database

- Microsoft SQL: Server (2008 or 2012)
- *This database instance may reside on the same server as the Xtraction Application Server, or on a separate server, depending on Recipient preference.*

Responsibilities

LANDESK Project Resources and Responsibilities

4. LANDESK will assign adequate resources to initiate the project in a timely manner with high quality standards.
5. LANDESK will make every effort to maintain a consistent staff for the number of 'staff days' described above in the *Project Summary* section, from project commencement. However, LANDESK reserves the right to assign and remove resources as required.
6. LANDESK may choose to utilize the services of our qualified partners to complete the services. These partners are experienced with LANDESK product implementation. While on contract to LANDESK, our partners are fully recognized and supported as an extension of LANDESK's Professional Services Group.
7. LANDESK will provide knowledge transfer, coaching, demonstrations, and discussions throughout entire services engagement, to available staff as time allows, for the purpose of improving Recipients understanding, comprehension, and ability to use the product's features in a productive manner. *Note: This transfer of knowledge, while informal, will allow the system administrator(s) to become familiar with the operations of the system, and is in no way considered alternative to formal classroom training.*
8. LANDESK will document daily deployment progress, scope modifications, and outstanding issues and distribute to all project stakeholders at the end of each work day.

Recipient Responsibilities

4. Recipient project personnel will be available on a timely basis and will be able to allocate the necessary time to the LANDESK Consultant while onsite. Anticipated Recipient resources required will be Administrators for the following:
 - Active Directory
 - Windows Operating Systems
 - Relational Database Management System
 - Infrastructure
5. Recipient will be responsible for conducting any necessary backups of the system, as well as any subsequent restorations that may be required.
6. Recipient will be responsible for ensuring that all required internal change control processes have been completed for the installation.
7. Where applicable, Recipient will be responsible for providing external internet access and/or other required means for testing mobile device management and Cloud Services appliance components.
8. Recipient acknowledges that all work will be performed from a centralized location.
9. Recipient will provide relevant application and process documentation, and assist with information, as deemed necessary, as it relates to the LANDESK product(s). LANDESK will define required documentation as appropriate.
10. Meetings and interviews will be conducted at a single location, and as required, Recipient personnel will be made available at either that location or via alternate means (e.g. teleconference or videoconference).
11. Where applicable, Recipient will provide adequate workplace facilities to the LANDESK Consultant for the duration of the project, (e.g., desk, network connection with internet access <or an analog line to the desk>, telephone, test account, and contractor identification with afterhours access as needed), and will be provided by Recipient at the commencement of the project.
12. Where applicable, Recipient will be responsible for establishing and maintaining a test lab to be used for the duration of this project. Lab must include:
 - Network access to the LANDESK Server(s)
 - One fully functional computer representative of a standard production computer build
 - One fully functional computer for each unique production computer configuration

13. Recipient will assign a Project Manager who will serve as LANDESK's executive-level and primary contact.

Agreed to and accepted by:

LANDESK Software, Inc.

Grand County UT ("Recipient")

By: _____

By: Elizabeth A. Tubbs

Name: _____

Name: ELIZABETH A. TUBBS

Title: _____

Title: Chair, Grand County Council

Date: _____

Date: _____



Attachment 1 to Statement of Work - GCU_LDMS_SASOW_061516

Change Request Form

This document serves as an addendum to the Statement of Work executed between LANDESK Software, Inc. ("LANDESK") and Grand County UT ("Recipient") dated _____ ("Addendum"). Recipient has requested that changes be made to this Statement of Work. If additional time is required to implement these changes LANDESK will provide an additional quote. This Addendum is not considered approved until all necessary initials are gathered and a purchase order is received (if days are added). Changes in this Addendum may impact the original project schedule and price.

| | | Date: | |
|--|----------------|--------------------------|-----------|
| | | Acceptance - Please Sign | |
| Brief description of changes to the initial Statement of Work: | Days (+ / -) | LANDESK | Recipient |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| Total Days Added: | | | |

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016
 Agenda Item: S

| | |
|-----------------------|--|
| TITLE: | Public Hearing to hear public comment on a proposed Resolution for a Conditional Use Permit– Day Care Center General, care for more than eight (8) children at one time – located at 4508 Vista Verde Circle in the Pueblo Verde Subdivision, a Planned Unit Development (PUD) |
| FISCAL IMPACT: | none |
| PRESENTER(S): | Community Development Department Representative |

Prepared By:
 Mary Hofhine
 Community
 Development
 Department

**FOR OFFICE REVIEW
 ONLY:**

Attorney Review:

 N/A

Council Policy is to wait until the next regular meeting of the Council to act on the public hearing agenda item in order allow for additional public input.

RECOMMENDED MOTION:
 Move to adopt the proposed resolution approving a conditional use permit for Munchkins Day Care with the following conditions as identified in Sec. 3.2.2.B. in the Land Use Code:

1. Day Care Centers shall comply with all applicable state regulations
2. All outdoor play areas shall be enclosed by a fence or wall with a minimum height of four (4) feet.

STAFF RECOMMENDATION
 Approval

BACKGROUND:
 See attached staff report.

- ATTACHMENT(S):**
1. Resolution
 2. Staff Report
 3. Applicant Statement
 4. Approval Letters
 5. Aerial
 6. State Requirement

RESOLUTION _____ 2016

**A RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING A CONDITIONAL USE PERMIT FOR
MOAB MUNCHKINS DAY CARE**

WHEREAS, Jessica Hass and Jeff Dunn (Applicants) are the property owners and project developer of Parcel No. 02-OPB:-0024 located in Grand County, Utah;

WHEREAS, the property is located at 4508 Vista Verde Circle in the Pueblo Verde Subdivision in Grand County, Utah;

WHEREAS, the subject property is zoned Rural Residential - Planned Unit Development (RR-PUD) as more specifically described in the LUC;

WHEREAS, the Applicant has submitted a conditional use permit application for a Child Day Care for more than eight (8) children at one time.

WHEREAS, the Applicants have met the requirements in the LUC within the RR zone district, the Conditional Use Permit criteria, as well as the use-specific standards of Section 3.2.2. B. for Day Care General, as submitted;

WHEREAS, the Grand County Planning Commission reviewed the subject application in a public meeting on September 14, 2016 and recommended approval to the County Council without condition;

WHEREAS, due notice was given that the County Council would meet to hear and consider this application in a public hearing on October 4, 2016; and

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

NOW THEREFORE BE IT RESOLVED, that the Grand County Council hereby approves the Conditional Use Permit for Moab Munchkins Day Care, with the following conditions:

1. Day Care Centers shall comply with all applicable state regulations
2. All outdoor play areas shall be enclosed by a fence or wall with a minimum height of four (4) feet.

APPROVED by the Grand County Council in open session this ____ day of _____, 2016 by the following vote:

Those voting aye: _____
Those voting nay: _____
Absent: _____

ATTEST

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair



STAFF REPORT

MEETING DATE: October 4, 2016

TO: Grand County Council

FROM: Community Development Department *Staff*

SUBJECT: Conditional Use Permit - Moab Munchkins Day Care

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public meeting on September 14, 2016 and forwarded a favorable recommendation to County Council for approval of the Conditional Use Permit for an in-home Day Care for up to 16 children.

BACKGROUND

This application is submitted by Jeff and Jessica Dunn, property owners. The applicant is requesting conditional use approval for an in-home Day Care, which is conditional use permit (Sec. 3.1 Use Table). The applicant currently provides day care for no more than eight children, a limited Day Care (Sec. 3.2.2. C.) and is requesting a conditional use permit to expand the care to allow more than eight children, General Day Care (Sec. 3.2.2.B) which is conditional use in the SLR zone district.

Location

The property is located at 4508 Vista Verde Circle, in the Pueblo Verde Subdivision. A letter from the HOA states that the HOA has no objection of the proposed Day Care.

LAND USE APPLICATION REVIEW

APPLICABLE LUC

Day Care, General (Sec. 3.2.2. C)

1. Care may be provided for more than 8 children at one time.
2. Day care centers shall comply with all applicable state regulations.
3. All outdoor play areas shall be enclosed by a fence or wall with a minimum height of 4 feet.

Conditional Use Criteria (Sec. 9.11.6)

A conditional use in the Small Lot Residential zone district shall be approved where the County determines that there will be no significant negative impact upon residents of surrounding property or upon the public. The following criteria shall be considered in the application review:

Effect on Environment

The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause substantial or permanent interference with the right to peaceful enjoyment of property.

Finding = The proposed facility is currently a State Licensed Day Care serving up to eight children, the expansion will allow up to sixteen children. The State licensing division, Fire Department, and Health Department, has reviewed the application and provided approvals.

Compatible with Surrounding Area

The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.

Finding = the proposed use is in a residential area, a parking area is provided in the large drive way and side yard. The back and front yard are fenced to a minimum height of four feet.

External Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

Finding = The use is in a residential neighborhood, the HOA has provided a letter of acceptance.

Infrastructure Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the county through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

Finding = additional parking is provided in the large driveway and adjacent graveled area. No new public infrastructure is required for the use.

Consistent with LUC and General Plan

The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.

Finding = The area is compatible for the proposed use.

Parcel Size

The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

Finding = No additional land area is required.

ATTACHMENTS

1. Applicants statement
2. Fire Department approval
3. State Health Department approval
4. Google map of site – illustrates parking and fencing

Applicant Statement

To whom it may concern;

Jessica Dunn, Owner and primary caregiver at Moab Munchkins LLC would like to increase the children allowed in care from 8 to 16 children. The reasons for the increase are to allow workers and or secondary caregivers to bring their children to work. Secondly to help support the working families in Moab who have children. Moab Munchkins LLC currently has 10+ children on the waiting list.

Moab Munchkins LLC is a State Licensed Daycare participating in the USDA Food Program and is accepting payments through the Department of Workforce Services for low income families. We attend higher education trainings monthly to improve our abilities. We are dedicated to providing an enriching, safe and fun environment for the children. Moab Munchkins LLC is located in a family/child friendly neighborhood in Spanish Valley. We truly believe that we are bettering the community.

Respectfully,

A handwritten signature in black ink, appearing to read "Jessica Dunn", with a long horizontal flourish extending to the right.

Jessica Dunn

Moab Valley Fire Protection District

45 South 100 East, Moab, Utah 84532
(435) 259-5557

Commissioners:

Chairman: William H. Nelson

Tom Shellenberger

Ernie Lisonbee

Chief: Phillip Mosher

Assistant Chief: Monte Curtis

FIRE SAFETY INSPECTION CERTIFICATE OF FIRE CLEARANCE

Inspection Date: August 5, 2016 Inspection # 160805

Name of Facility: Moab Munchkins

Address: 4508 Vista Verde

Owner: Jessica Dunn

Phone: 435-260-0516

Occupancy Type: Child Care

This facility meets the minimum requirements for fire safety of a

R-4

Remarks:

Facility Representative: _____

Date: 8-5-16

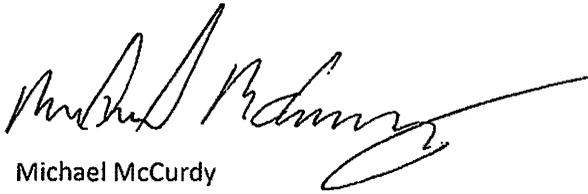
Inspector: Phillip Mosher

- Certification #: 1934612

Greetings;

Jessica Dunn has presented her interest in expanding her home based daycare to the residents of Pueblo Verde.

As of August 25, 2016 there have been no objections to, or concerns about this.

A handwritten signature in black ink, appearing to read "Michael McCurdy". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

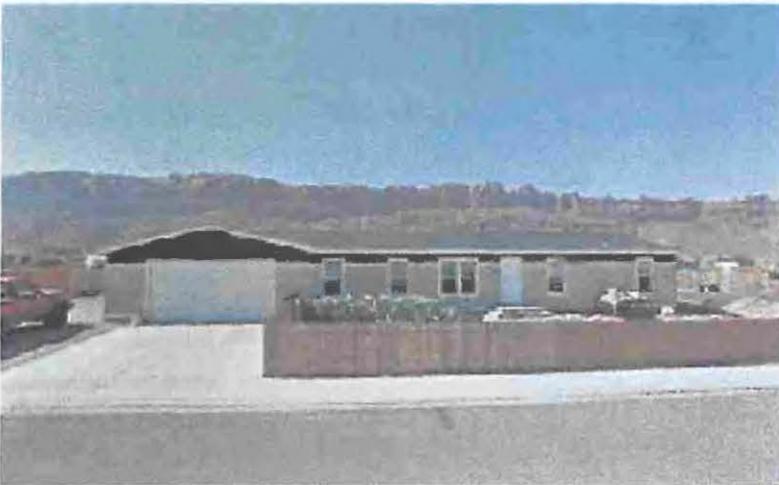
Michael McCurdy

HOA President of

Pueblo Verde Subdivision



Imagery ©2016 Google, Map data ©2016 Google 20 ft



4508 Vista Verde Dr
Moab, UT 84532





Maximum Capacities

Applicant's Name Jessica Dunn Date 9/24/15
 Number of Applicant's Children Ages 4 through 12 1

Indoor Maximum Capacity

To determine the maximum capacity, first calculate the square footage of all rooms/areas of the home that the applicant identifies as those that will be used for child care. To do this, first divide each room and/or area into squares and/or rectangles sections. Then measure the length and width of each square and/or rectangle. When taking these measurements, use a tape measure and stretch it across the floor.

Use the following conversions when recording measurements:

- | | | |
|--------------------------|--------------------------|---------------------------|
| 1 inch equals .083 feet | 5 inches equal .416 feet | 9 inches equal .750 feet |
| 2 inches equal .166 feet | 6 inches equal .500 feet | 10 inches equal .833 feet |
| 3 inches equal .250 feet | 7 inches equal .583 feet | 11 inches equal .916 feet |
| 4 inches equal .333 feet | 8 inches equal .666 feet | |

Then, for each square and/or rectangle section, multiply the length times the width and add those numbers together. This is the square footage for that room/area. Add together the square footage of each room/area and divide by 35. (Carry each calculation out to three decimal points.) Do not round up to the next number.

You only need to measure until you determine there is enough square footage for the requested capacity plus the number of household members ages 4 through 12. If the calculated capacity of the rooms/areas designated for child care is less than the capacity requested by the applicant plus the number of household members ages 4 through 12, calculate the capacity of rooms/areas not designated for child care but used by the applicant's related children under age four and add those capacities to the capacities of the areas/ rooms designated for child care.

If there is enough square footage for the requested capacity plus the number of household members ages 4 through 12, there is enough square footage for the requested capacity. The requested capacity is the maximum capacity of the license/certificate.

If there is not enough square footage for the requested capacity plus the number of household members ages 4 through 12, reduce the requested capacity accordingly. The reduced number is the maximum capacity of the license/certificate.

| Room/Area | Measurements | Square Footage |
|--|-----------------|---|
| Front | 15.916 x 12.833 | 204.250 |
| Dining + Family | 12.833 x 27.166 | 348.621 |
| Play room Bedroom on left | 9.416 x 12.916 | 121.617 |
| TOTAL INDOOR SQUARE FOOTAGE: <u>674.488</u> | | INDOOR MAXIMUM CAPACITY: <u>8/16</u> |

Outdoor Maximum Capacity

Use the same procedure for the indoor capacity, but divide by 40 instead of 35. You only need to measure until you determine there is enough square footage for the requested capacity.

Measurements of Outdoor Play Area 27 x 27 greater than
 OUTDOOR MAXIMUM CAPACITY 8/16 This is less than the indoor maximum capacity.

Use the back of this page if more space is needed.

*674 sq ft of indoor
 1 per 200 sq ft per room
 3 portions of 200 sq ft per room*

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
OCTOBER 4, 2016

Agenda Item: T

| | |
|-----------------------|---|
| TITLE: | Public hearing to allow interested parties to present arguments in favor of and against the rural health care facilities sales and use tax ballot, "Proposition 3: Canyonlands Care Center and Ambulance Services Sales Tax," for the November General Election |
| FISCAL IMPACT: | None |
| PRESENTER(S): | Chairwoman Tubbs |

Prepared By:

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

FOR OFFICE USE ONLY:

Attorney Review:

Complete

BACKGROUND:

On September 6th the Council adopted arguments in favor of the rural health care facilities sale and use tax via the attached "Proposition 3: Canyonlands Care Center and Ambulance Services Sales Tax."

State Code 59-1-1604, Transparency of Ballot Propositions Act, state:

"The governing body of a taxing entity shall conduct a public meeting [beginning at or after 6 p.m.] in accordance with this section no more than 45, but at least four, days before the determination date. The governing body of the taxing entity shall allow equal time, within a reasonable limit, for a presentation of the arguments in favor of the ballot proposition and against the ballot proposition..." And "shall provide an interested party desiring to be heard an opportunity to present oral testimony within reasonable time limits..."

On June 7th the Council adopted Resolution # 3074-2016 *"to ask registered voters in the November 2016 Election whether Grand County shall impose a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State Statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services."*

ATTACHMENTS:

1. Grand County Council Proposition 3 (arguments in favor of)

Proposition 3: Canyonlands Care Center and Ambulance Services Sales Tax

The Rural County Health Care Facilities Sales Tax is a sales tax on goods and services purchased in Grand County, excluding groceries used in food preparation. The proceeds from this sales tax will benefit non-hospital healthcare in Grand County, specifically Grand County Emergency Medical Services (EMS), and the Canyonlands Care Center, the long term care facility owned by the Canyonlands Health Care Special Service District, (CHCSSD). This is not a property tax and neither entity is supported with Grand County general funds.

This sales tax, if approved by the voters of Grand County, will collect an additional 50 cents per \$100 spent (1 penny per \$2.00 spent) on goods and services. Estimated total collections from the tax is \$1.6 million. A majority of this tax would be paid by visitors.

Emergency Medical Services (911 response and ambulance services) are expected to be available 24 hours a day. EMS has been funded by revenues from patient transports. A 53% increase in calls over the past 10 years, more uninsured patients, and decreases in Medicaid and Medicare reimbursements mean that the cost of providing EMS service is far higher than revenues. Money set aside for replacing and maintaining equipment has been used to cover ongoing costs. The expected shortfall in operating expenses for EMS is \$480,000 and funds are needed to build up a capital replacement fund for essential equipment. Permanent changes for funding are needed in order for EMS to continue to provide service to residents and visitors with quality pre-hospital health care and updated equipment to respond to Grand County's increasing medical first response needs.

Canyonlands Care Center: Our community has supported long term care services for our aging residents for many years. The Canyonlands Care Center, built in conjunction with the new hospital, has provided this service for 148 residents and their families since opening in 2011.

It has been clear for several years that our 36-bed facility cannot cover operating and construction debt expenses with the revenues that come from 2/3 Medicaid and 1/3 private pay residents, even with occupancy over 90%. Mineral lease monies received by Grand County have covered the difference in recent years. However, mineral lease monies have dwindled to a fraction of what they were, and our nursing home needs a dedicated source of funding to remain open.

The 2016 shortfall for Canyonlands Care Center operating expenses and bond payments due on the building is estimated at \$970,000. Mineral Lease estimates for 2016 are now \$250,000. The shortfall this year can be covered with reserve funds that CHCSSD put aside when Mineral Lease funds were higher; however, reserves will not be able to cover much beyond the end of this year. The Canyonlands Care Center will close without a reliable funding source, displacing dozens of long-time Moab residents. This shortfall includes approximately \$370,000 in construction bond payments annually which will continue to be owed by Grand County even if the Canyonlands Care Center is closed.

Grand County Council