



GRAND COUNTY COUNCIL REGULAR MEETING

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

AGENDA

Tuesday, July 7, 2015

4:00 p.m.

- ❑ **Call to Order**
- ❑ **Pledge of Allegiance**
- ❑ **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - A. May 19, 2015 (County Council Meeting), Postponed from June 2, 2015
 - B. June 16, 2015 (County Council Meeting)
- ❑ **Ratification of Payment of Bills**
- ❑ **Elected Official Reports**
- ❑ **Council Administrator Report**
- ❑ **Department Reports**
 - C. Introduction of Elaine Gizler, Moab Area Travel Council Executive Director effective August 3, 2015
- ❑ **Agency Reports**
 - D. Introduction of Deborah Barton, Solid Waste Management Special Service District Manager (Council Member McGann)
 - E. Housing Authority of Southeastern Utah Quarterly Report (Benjamin Riley, Executive Director)
- ❑ **Citizens to Be Heard**
- ❑ **Presentations**
 - F. Presentation of Retirement Plaque to Kelly Denney (Bill Jackson, Road Supervisor)
- ❑ **Discussion Items**
 - G. Discussion on the Possibility of Developing a Strategic Plan for Grand County and Moab City (Mayor David Sakrison and Zacharia Levine, County Community Development Director)
 - H. Discussion on Proposed City of Moab Water Storage Facility Located near the Corner of Spanish Valley Drive and Spanish Trail Road Intersection (Rebecca Davidson, Manager, City of Moab)
 - I. Discussion on Rescinding Prior County Council Motion and Recommending that the U.S. Board On Geographic Names Rename Negro Bill Canyon to Grandstaff Canyon (Council Member McGann)
 - J. Discussion on Calendar Items and Public Notices (KaLeigh Welch, Council Office Coordinator)
- ❑ **General Business- Action Items- Discussion and Consideration of:**
 - K. Approving Proposed Helipad Use Agreement with Classic Air Medical, an Air Ambulance Company, at the Emergency Operations Center (Sheriff White and Rick Bailey, Emergency Management Director)
 - L. Approving Proposed Amendments to the Council Administrator Job Description Authorizing, with the Aid of a Committee Comprised of the County Attorney or Designee and the Human Resources Director, the Termination of Direct Reports (Orlinda Robertson, Human Resources Director)

- M. Approving a \$10,000 Transfer from the Dental Select Reserve Account Refund to the Grand County Employee Fund (Orlinda Robertson, Human Resources Director)
- N. Approving Proposed Range of Rates to be Submitted to the Utah Recreation Resource Advisory Council (RRAC) for the Sand Flats Recreation Area (SFRA) (Andrea Brand, Program Manager)
- O. Adopting Proposed Resolution Approving an Amended Subdivision Agreement and Acceptance of the Bond for Red Cliff Condominium Planned Unit Development, Postponed from June 16, 2015 (Zacharia Levine, Community Development Director)
- P. Approving Proposed Request for Qualifications and Funding for Architectural Concept Design Services for Terminal Upgrades at Canyonlands Field (Judd Hill, Airport Manager)
- Q. Approving Proposed Billboard Lease Agreement with Skydive Canyonlands (Judd Hill, Airport Manager)
- R. Approving Proposed Title V Right of Way Application to the Bureau of Land Management for County Road #355, also known as Taylor Canyon (Bill Jackson, Road Supervisor)
- S. Approving Proposed Resolution Adopting the 2015 Certified Tax Rates (Diana Carroll, Clerk/Auditor)
- T. Establishing a Council Study Committee to Draft Proposed Amendments to the Policies & Procedures of the Governing Body for Council Consideration (Ruth Dillon, Council Administrator)
- U. Approving Appointment to the Recreation Special Service District Board (Council Member Baird)
- **Consent Agenda- Action Items**
 - V. Ratifying 2014 Chair's Signature on a Building Permit Application Waiver for Utility Upgrades for the Helicopter Pad at the Emergency Operations Center
 - W. Approving Proposed Letter of Support for the Moab Boulder Park Project
 - X. Approving Proposed Application for the Annual Emergency Management Performance Grant (EMPG) for FY2015
 - Y. Ratifying the Chair's Signature on a Beer Tax Funds Plan for Funding for Alcohol and/or Substance Abuse-Related Projects and Programs for State Fiscal Year 2016
- **Public Hearings- Possible Action Items**
 - Z. Public Hearing to Hear Public Input on Adopting Proposed Resolution Approving a Preliminary and Final Plat for the Quarter Horse Flat Subdivision Located on Murphy Lane (Zacharia Levine, Community Development Director)
- **General Council Reports and Future Considerations**
- **Closed Session(s)** (if necessary)
- **Adjourn**

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

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

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

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

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

GRAND COUNTY COUNCIL
125 E. Center Street
Moab, Utah

May 19, 2015

The Grand County Council met in regular session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. Chairman Elizabeth Tubbs called the Council meeting to order at 4:41 p.m. In attendance were Council Members Elizabeth Tubbs, Jaylyn Hawks, Ken Ballantyne, Chris Baird, Rory Paxman, Lynn Jackson, and Mary McGann, and along with Deputy Clerk/Auditor Jordan Knutson and Council Administrator Ruth Dillon. The Pledge of Allegiance was led by Sheriff Steve White.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

A. March 3, 2015 (County Council Meeting)

B. May 5, 2015 (County Council Meeting)

MOTION: Motion by Council Member Ken Ballantyne to approve the above minutes of the Grand County Council with suggested corrections. Motion seconded by Council Member Mary McGann carried 4 – 0 with Council Members Baird, Paxman and Jackson abstaining from the vote due to absence.

Ratification of Payment of Bills

MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of \$951,754.73. Accounts payable check numbers 87810 - 88034 totaling \$772,077.27 and payroll in the amount of \$179,677.46 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Mary McGann carried 7 - 0 by roll-call vote.

Council Administrator Report

Ruth Dillon reported she is working on the vacancy of the Travel Council Director.

Department Reports

C. 2014 Sand Flats Recreation Area Report (Andrea Brand, Program Manager)

Sand Flats Recreation Area Program Manager Andrea Brand gave a report of 2014 activities including fee collection, increased visitation, grant projects, repairs and maintenance, staffing, the Utah Recreational Land Exchange, and capital improvement projects.

Grand County Travel Council Director Marian DeLay spoke at this time regarding issues with the National Park congestion and requested a meeting for discussion. Marian also reported that on September 16, 2015 a group of State Legislators will be in Grand County and will invite Council Members to meet together.

Agency Reports

D. 2014 Bee Inspector Report (Jerry Shue, County Bee Inspector)

Grand County Bee Inspector Jerry Shue gave the 2014 Annual Report and requested the Land Use Code be amended to prohibit commercial/migratory beekeeping.

Discussion Items

E. Discussion on Whether to Call a Special Election to Ask Voters to Authorize a Local Option Sales Tax to Allow Grand County, including Moab City and Castle Valley Town, Access to the General Sales Tax for Transportation (Chairwoman Tubbs)

House Bill 362 regarding Transportation Infrastructure Funding was adopted into law during Utah's 2015 General Legislative Session. The bill is a comprehensive approach to addressing funding shortfalls identified in Utah's Unified Transportation Plan. The bill allows options for transit service and local improvements to roads, biking (active transportation) and pedestrian infrastructure. One provision of the bill allows counties the option to present the question to voters for authorization of a local option sales tax.

F. Discussion on Calendar Items and Public Notices (Ruth Dillon, Council Administrator)

General Business- Action Items- Discussion and Consideration of:

G. Authorizing Submission of a Match-required Grant Application to the State Office of Tourism for a Co-Operative Marketing Project in 2015 for 2016 (Marian DeLay, Travel Council Executive Director)

MOTION: Motion by Council Member Ken Ballantyne to authorize the Travel Council to move forward with a Utah Office of Tourism Co-Operative Marketing grant application in the amount of \$325,000 match from the Travel Council 2016 advertising budget and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

H. Approving Proposed Contract between the State of Utah Administrative Office of the Courts and Grand County for Bailiff and Security Services July 1, 2015 through June 30, 2016 (Sheriff White)

MOTION: Motion by Council Member Rory Paxman to approve the proposed contract between the State of Utah Administrative Office of the Courts and Grand County for bailiff and security services July 1, 2015 through June 30, 2016 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 – 0.

I. Adopting Proposed Resolution Approving Requesting Coverage for Certified Dispatchers in the Public Safety Retirement System (Orlinda Robertson, Human Resources Director)

MOTION: Motion by Council Member Chris Baird to adopt the proposed resolution approving requesting coverage for Certified Dispatchers in the Public Safety Retirement System effective July 6, 2015 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

J. Approving Reclassification and Proposed Amendments to the Job Description for the Travel Council Executive Director Position (Orlinda Robertson, Human Resources Director)

MOTION: Motion by Council Member Chris Baird to approve the proposed amendments to the job description for the Travel Council Executive Director Position with no reclassifications and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 7 – 0.

K. Approving \$1,500 in Discretionary Funds for An Additional 8 Hours per Week Temporarily for the Part-Time Council Office Assistant in Support of the Council Office (Ruth Dillon, Council Administrator)

MOTION: Motion by Council Member Chris Baird to transfer \$1,500 from TRT balance into the Council Administrator budget for an additional 8 hours per week for the part-time Council Office Assistant in support of the Council Office. Motion seconded by Council Member Mary McGann carried 6 – 1 with Council Member Paxman opposed.

L. Approving Proposed Application to the Bureau of Land Management for a Right-of-Way for Wall Federal #1 Access Road (Council Member Baird)

MOTION: Motion by Council Member Lynn Jackson to approve the Right of Way application for Wall Federal #1 access road as previously submitted by the Grand County Road Department and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 6 – 1 with Council Member Baird opposed.

The agenda was amended to consider Item N at this time.

M. Rescinding August 17, 2010 Decision of the Grand County Council Relating to Constructing the Connector Biking and Pedestrian Path between Cinema Court and San Miguel Avenue (Council Member Jackson)

A lengthy Council discussion occurred and several members of the audience spoke both in favor and opposition to the trail.

MOTION: Motion by Council Member Ken Ballantyne to postpone enforcement of the 2010 decision until the July 7, 2015 Council Meeting. Motion seconded by Council Member Lynn Jackson.

MOTION: Substitute Motion by Council Member Jaylyn Hawks that any action on the San Miguel trail issue be postponed until legal ownership is established. Motion seconded by Council Member Lynn Jackson. **AMENDED**

MOTION: Motion by Council Member Chris Baird to amend the motion to include a request that the County Attorney file the appropriate legal documents to establish ownership of the property. Motion seconded by Council Member Jaylyn Hawks carried 7 – 0.

Substitute Motion carried 7 – 0.

N. Approving Proposed Substation Easement, Distribution Easement, and Underground Easement for Rocky Mountain Power at Canyonlands Field Airport, Postponed from May 5, 2015 (Ruth Dillon, Council Administrator)

MOTION: Motion by Council Member Rory Paxman to approve the proposed 1) Substation Easement, 2) Distribution Easement, and 3) Underground Easement for Rocky Mountain Power at Canyonlands Field Airport, postponed from May 5, 2015 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

O. Approving Proposed Recommendation from the United States Board on Geographic Names to Name a Ridge, Utahraptor Ridge, Located in the Klondike Bluffs Area North of Arches National Park (Ruth Dillon, Council Administrator)

MOTION: Motion by Council Member Mary McGann to approve the proposed recommendation from the United States Board on Geographic Names to name a ridge, Utahraptor Ridge, locate in the Klondike Bluffs area north of Arches National Park and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman. Council Member Jackson does not support announcing the location of fossils. Motion carried 6 – 1 with Council Member Jackson opposed.

P. Approving Appointment to Transportation Special Service District Board (Council Member Jackson)

The Transportation Special Service District Board reviewed the applications submitted for one board vacancy. The Board voted to forward the recommendation of applicant Jim Nyland to the County Council for appointment with term ending 12/31/2018.

MOTION: Motion by Council Member Rory Paxman to approve the appointment of Jim Nyland to serve on the Transportation Special Service District with term ending 12/31/2018. Motion seconded by Council Member Lynn Jackson. Discussion occurred.

MOTION: Substitute motion by Council Member Chris Baird to appoint Bill Love to the TSSD, with term ending 12/31/2018. Motion seconded by Council Member Mary McGann. Discussion occurred. Motion failed 2 – 5 with Council Members Ballantyne, Hawks, Jackson, Paxman and Tubbs opposed.

Original motion carried 6 – 1 with Council member Baird opposed.

Council Member McGann was excused at this time.

Consent Agenda- Action Items

Q. Ratifying the Chair's Signature on a Content Management Agreement with Madden Media for the Moab Area Travel Council in the Amount of \$2,400.00

R. Ratifying the Chair's Signature on a Memorandum of Understanding between the Utah Division of Forestry, Fire, and State Lands and Grand County Emergency Medical Services for Use and Compensation of Personnel and Equipment

S. Ratifying the Chair's Signature on a Memorandum of Understanding between the Utah Division of Forestry, Fire, and State Lands and Grand County Emergency Management for Use and Compensation of Personnel and Equipment

T. Ratifying the Chair's Signature on a Memorandum of Understanding between the Utah Division of Forestry, Fire, and State Lands and Grand County Road Department for Use and Compensation of Personnel and Equipment

MOTION: Motion by Council Member Ken Ballantyne to adopt the Consent Agenda as presented and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 6 – 0.

Public Hearings- Possible Action Items

U. Public Hearing to Hear Public Input on Adopting a Proposed Ordinance Amending Section 3.2.5 Other Uses of the Grand County Land Use Code for Additional Language for Apiculture (Beekeeping) Protection (Zacharia Levine, Community Development Director)

Community Development Director Zacharia Levine read into the record the Grand County Land Use Code and General Plan both as amended to date. Currently the Land Use Code allows any scale or type of beekeeping operation, including migratory commercial bees. Migratory commercial bees threaten the County's bee population because they increase the possibility of foul brood hives, bee mite migration, and other pesticide concerns. In order to protect the County bees, a regulation in the Land Use Code would prevent migratory commercial bee keepers from bringing their hives into the County for over wintering or pollination services.

The Grand County Planning Commission forwarded a favorable recommendation to the County Council for the Land Use Code Amendment of Section 3.2.5 for Apiculture Protection.

The public hearing was opened. There were no comments from the public. Written comments will be accepted until 5:00 p.m. on May 27, 2015.

V. Public Hearing to Hear Public Input on Adopting a Proposed Ordinance Approving the Rezone of Property from Multi-family Residential (MFR) to General Business (GB), Located at 2294 West Resources Blvd, Moab, Utah (Mary Hofhine, Community Development Coordinator)

Community Development Director Zacharia Levine read into the record the Grand County Land Use Code and General Plan both as amended to date. This application is submitted by the property owner, Richard and Jerry Walton, seeking a rezone from Multi-family Residential (MFR) to General Business (GB). The area proposed for rezone consists of 2.46 acres of vacant land located at Resource Boulevard. Property to the north is zoned GB and developed with light manufacturing business. Lots to the east and south are undeveloped and zoned MFR.

The Grand County Planning Commission forwarded a favorable recommendation to the County Council. The public hearing was opened. There were no comments from the public. Written comments will be accepted until 5:00 p.m. on May 27, 2015.

General Council Reports and Future Considerations

Council Member Jackson reported that organizers of a Moab to Montrose trail want to meet for discussion.

Council Member Hawks reported the Housing Authority has permits for self-help homes.

Council Member Tubbs reported that Classic Helicopter is interest in adding improvements to the Emergency Operations Center lot valued at approximately \$36,000.

Council Member Baird attended the Recreation District meeting where watering the fields was discussed.

Adjourn

The meeting was adjourned at 9:02 p.m.

Elizabeth Tubbs
Grand County Council Chair

ATTEST:

Diana Carroll, Grand County Clerk/Auditor

HASU Quarterly Report for July 7th, 2015

1. 2015 Financials/Budget:
 - a. HASU finished its FY 2014 audit in February; there were no significant findings. HASU's fiscal year is July 1st-June 30th. We will begin our 2015 audit early this fall.
 - b. The HASU board approved the 2015/16 budget in its June 10th meeting. The budget shows a \$79K increase in net position for the year. HASU's net position after FY 14/15 will have increased by roughly the same amount.
2. Section 8/Housing Choice Voucher:
 - a. Currently 43 vouchers are issued for the Section 8 program.
 - b. The waiting list for the Voucher program is open and taking applications. The list is nearing two years long at this point and we anticipate closing it in the fall.
 - c. Based on current HUD funding and local market rates HASU can fund around 44/45 vouchers.
3. Crown (rent to own):
 - a. All Crown homes in Blanding, Monticello and Moab are occupied
 - b. Crown now has 4 projects with a total of 21 homes; 13 in Moab, four in Blanding, four in Monticello.
4. Cinema Courts:
 - a. Cinema Court underwent its annual audit earlier this year with no findings.
 - b. Currently one three-bedroom vacancy. Waiting list for all units are as followed; 15 on the one-bedroom, 18 on the two-bedroom and eight on the three-bedroom. Working through waiting list and should have applicants qualified and moved in soon. No outstanding major maintenance issues at this time.
5. The Virginian Apartments:
 - a. HASU was awarded CBDG funding to upgrade HVAC, roofing and handrails. The contractual work above has been completed. HASU came in under budget and is installing 12 new refrigerators, installing insulation in the crawl spaces and updating flooring in some units with the leftover money.



- b. All units are full. Waiting list for one-bedroom is about a year and half long, two-bedroom is eight-twelve months.

6. Mutual Self-Help Program:

- a. We have just finished the six-plex townhome on 400 N and Riversands Rd. This allowed us to successfully finish out our 7th Mutual Self-Help grant in good standing. We applied, and was awarded, our 8th grant to build 20 homes in the next two years.
- b. The preliminary development schedule at this time is to build four homes on Murphy Lane, do a project in Blanding with six homes then return to Moab and finish out with eight homes in the fall of 2016. We plan to do four 'rehab' homes that count as ½ a home each to complete the twenty homes required under the new grant. The grant runs from June 15th, 2015 to June 15th, 2017
- c. Our next group on Murphy Lane has four applicants ready to build and will begin toward the end of July (pending County Council plat approval) with four single family homes that will be deed restricted for 10 years to maintain affordability.

7. Future Development

- a. HASU is currently working with the City staff to develop a new multi-family project inside the city limits. We are hoping to have an application in for tax-credits for this year's round in October but at this point we are still unsure if we will be able to get all the necessary steps done in time.
- b. HASU is in the early stages of developing a parcel located at the end of Southgate Dr. next to the Tierra Del Sol subdivision. It is a four-acre parcel that we would like to develop into single, twin and townhome style affordable housing. It is currently zoned Highway Commercial and we will more than likely ask for a rezone to Multifamily Residential and then into a PUD in order to develop the different styles of homes. We are hoping to have a site plan and rezone application to the Planning Commission early this fall. We are also hoping to submit an application for CDBG funding to cover the cost of some of the infrastructure which we will apply through the County this January.



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

July 2, 2013

The Grand County Council met in regular session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. Chairman Gene Ciarus called the Council Meeting to order at 4:00 p.m. In attendance were Council Members Gene Ciarus, Patricia Holyoak, Lynn Jackson, Rory Paxman and Ken Ballantyne along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Member Elizabeth Tubbs and Jim Nyland were absent. The Pledge of Allegiance was led by Gene Ciarus.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

A. June 4, 2013 (County Council Meeting)

MOTION: Motion by Council Member Ken Ballantyne to postpone the minutes of the June 18, 2013 Council Meeting. Motion seconded by Council Member Lynn Jackson carried 5 – 0.

Approval of Payment of Bills

MOTION: Motion by Council Member Patricia Holyoak to approve payment of bills presented in the amount of \$836,246.84. Accounts payable check numbers 79244 – 79392 totaling \$675,294.10 and payroll in the amount of \$160,952.74 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried with a 5 – 0 roll call vote.

Council Administrator Report

Council Administrator Ruth Dillon reported meeting with CEO of Moab Regional Hospital Rob Austin regarding emergency helicopter services in Grand County.

Department Head Reports

B. 2012 Old Spanish Trail Arena Report (Steve Swift, OSTA Manager)

OSTA Manager Steve Swift gave the annual report of activities in 2012 which include events held, revenue collected, budget report, economic impact study and future direction.

Agency Reports

C. Report on Countywide Fire Ban Effective 12:00 AM June 27, 2013, Exempting the Professional Fireworks Display for July 4th (Corky Brewer, Fire Chief, Moab Valley Fire Protection District)

Moab Valley Fire Protection District Chief Corky Brewer gave a report on fire bans effective immediately in the Grand County area.

D. Introduction of Robb Austin, CEO, Moab Regional Hospital (Ruth Dillon, Council Administrator)

Council Administrator Ruth Dillon introduced Robb Austin, the newly hired CEO of Moab Regional Hospital.

Presentations

E. Presentation on Renaming of Negro Bill Canyon to Grandstaff Canyon (Louis Williams, Grand County Citizen)

Grand County resident Louis Williams presented information regarding renaming Negro Bill Canyon and requested the County Council consider recommending renaming the canyon to Grandstaff Canyon.

Discussion Items

F. Calendar Items and Public Notices (KaLeigh Welch, Council Office Coordinator)

General Business- Action Items- Discussion and Consideration of:

G. Rescinding Prior County Council Motions and Recommending that the U.S. Board On Geographic Names Rename Negro Bill Canyon (Ruth Dillon, Council Administrator)

MOTION: Motion by Council Member Lynn Jackson to send a letter to the Board of US Geographic Names to retain the name of Negro Bill Canyon. Motion seconded by Council Member Patricia Holyoak carried 5 – 0.

H. Approving Proposed FY2014 Four Corners Community Behavioral Health, Inc. Annual Area Plan, Postponed from June 18, 2013 (Karen Dolan, Executive Director, FCCBH)

MOTION: Motion by Council Member Ken Ballantyne to approve the Four Corners Community Behavioral Health, Inc. Board of Director's Annual Area Plan for FY14, as revised by legal counsel, to be submitted to the Utah Division of Substance Abuse and Mental Health (DSAMH), and to have each Council Member sign the attached form. Motion seconded by Rory Paxman carried 5 – 0.

I. Approving Letter to Utah Association of Counties (UAC) Requesting Support for Proposed Legislative Change to State Code Regarding the Rural Health Care Tax (Chairman Ciarus)

MOTION: Motion by Council Member Ken Ballantyne to approve the proposed letter to Utah Association of Counties requesting support for proposed legislative change to State Code regarding the rural health care tax. Motion seconded by Council Member Patricia Holyoak carried 5 – 0.

J. Approving Proposed Resolution Adopting the 2013 Certified Tax Rate (Diana Carroll, Clerk/Auditor)

MOTION: Motion by Council Member Rory Paxman to approve the proposed resolution adopting the 2013 Grand County certified tax rates and authorize the Chair to sign all associated documents. Motion carried 5 – 0.

Consent Agenda- Action Items

K. Approving Retail Beer License Application for Moab Half Marathon, Inc.

L. Approving Proposed Grant Agreement with the Utah Division of Wildlife Resources for "Colorado River Noxious Weed Control Phase 2," Proposed through the Utah Partners for Conservation and Development (UPCD) Watershed Restoration Initiative (WRI) to Control Russian Knapweed and Perennial Pepperweed on Land Along the Colorado River

MOTION: Motion by Council Member Ken Ballantyne to adopt the Consent Agenda to ratify and approve the documents as presented and authorize the Chair to sign all associated documents. Motion seconded by Rory Paxman carried 5 – 0.

Public Hearings- Possible Action Items

M. Public Hearing to Hear Public Comment on a Proposed Ordinance for the Puesta del Sol Planned Unit Development (PUD) Preliminary Plat, located off Westwater Drive (Mary Hofhine, Community Development Coordinator)

Grand County Community Development Coordinator Mary Hofhine read into the record the Grand County General Plan and Land Use Code as amended to date. Ronald and Joyce Robertson, applicants, have submitted a request for preliminary plat re-approval for Puesta del Sol PUD. The property consists of approximately 46.3 acres phases I through VI have been approved and recorded. The property is zoned Small Lot Residential (SLR), Planned Unit Development (PUD).

The Grand County Planning Commission reviewed the Puesta del Sol PUD Preliminary Plat at a public hearing on June 12, 2013 and recommended approval without conditions.

MOTION: Motion by Council Member Lynn Jackson to set aside the normal process and take action to consideration adopting the ordinance at this meeting. Motion seconded by Council Member Rory Paxman carried 5 – 0.

MOTION: Motion by Council Member Ken Ballantyne to approve the proposed ordinance for Puesta del Sol PUD Preliminary Plat as presented and authorize the Chair to sign all associated documents. Motion seconded by Council Member Rory Paxman carried 5 – 0.

General Council Reports

- Council Member Holyoak reported that GWSSA has eliminated the use of 40% reduction of irrigation water. The situation has improved over what was expected, although it is still bad.
- Council Member Paxman attended the Weed and Airport Board meetings
- Council Member Jackson traveled to Washington DC to attend congressional sub-committee meetings regarding collaborative planning and management of public lands.

- Council Member Ballantyne reported the Canyonlands Care Center is making good headway on cutting costs.

Future Considerations

Council Member Jackson reported that Representatives Bishop and Chaffetz will be in the Moab area the week of August 9 and will provide more information later.

Council Member Ciarus would like to have a Council retreat to discuss the public lands bill, fire plan, policies and procedures and delegating executive authority.

Adjourn

MOTION: Motion by Council Member Ken Ballantyne to adjourn the meeting at 6:25 p.m. Motion seconded by Council Member Rory Paxman carried 5 – 0.

Grand County Council Chair

ATTEST:

Diana Carroll
Grand County Clerk/Auditor



NAACP
TRI-STATE CONFERENCE OF BRANCHES
(IDAHO-NEVADA-UTAH)
P.O. BOX 26622
SALT LAKE CITY, UT 84126-0622
TELEPHONE: (801) 250-5088 FAX: (801) 250-5111
Email: jdwnaacp@att.net



Jeanetta Williams
President

July 8, 2013

Grand County Council Members
125 East Center Street
Moab, UT 84532

Dear Council Members,

As President of the NAACP Tri-State Conference of Idaho, Nevada and Utah, we write to thank the Council Members for the unanimous vote in support of keeping the name "Negro Bill Canyon" instead of changing it to Grandstaff Canyon, William Grandstaff Canyon or any other name. The word Negro is not offensive and we appreciate that the Council took that into consideration with making the decision.

In addition, we thank the Council for writing a letter to the U.S. Board of Geographic Names in support of retaining the canyon's current name. Would it be possible for us to receive a copy of the letter?

Again, we thank the Grand County Council Members.

Sincerely,

Jeanetta Williams
President

Gilpin County's Negro Hill is renamed Aunt Clara Brown Hill. Finally.

By [Patricia Calhoun](#)

Wednesday, May 16, 2012 | 3 years ago

The controversy over "Niggerhead," the hand-painted label on a rock at the hunting camp leased by Texas governor Rick Perry's family for decades, got Roger Baker, manager of Gilpin County, thinking that it was time — long past time, actually — to change the name of "Negro Hill." Yes, in 2011 that was still the official name of a spot near the cemeteries just outside of Central City. And that itself was an improvement over the name that appears on maps made in the early twentieth century: "Nigger Hill."

"The origin of the name is somewhat murky," Baker wrote in a letter to county residents, explaining why he was going for a name change, "but it probably had to do with the lynching on the hill of a black man, George Smith, for the robbery and murder of William Hamblin in Quartz Valley, just over the hill. The crime took place in 1868, and at least a semblance of legal procedure was followed — in fact, the case was appealed to the Colorado Supreme Court. Still, the crowd at the hanging on February 18, 1870, certainly demonstrated some markedly brutal behavior according to the local paper.

"While we never want to forget even these unpleasant aspects of our common heritage, there's no doubt that while the execution can never be undone, certainly the offensive name should be rethought."

And last fall, while Perry's explanation of "Niggerhead" proved that there were rocks in his head as well as at the camp, Baker started doing a lot of thinking. He studied the mechanism for changing a name, which requires an appeal to the United States Board on Geographic Names, part of the U.S. Geological Survey. And he thought about what name might be a fitting replacement. Simply naming the spot Cemetery Hill might be "too morbid," he said, suggesting instead that, "as a way of partially redressing this past injustice," it be named for one of Gilpin County's most prominent African-Americans residents.

Baker didn't need to do much research to find just such a worthy person. Clara Brown had been born a slave in Virginia around 1803; she was finally given her freedom in 1857 and headed west, landing in Colorado in 1858 and moving to Gilpin County in May 1859, after gold was discovered there. While others hunted for their fortunes in the streams and mines, she built a laundry, and "Aunt" Clara Brown soon became one of Central City's most distinguished residents. Her incredible life story has already been honored with a stained-glass portrait at the Colorado State Capitol; an opera based on her life, *Gabriel's Daughter*, had its premiere at the Central City Opera in 2003. And she's the focus of a book, *Clara: An Ex-Slave in Gold Rush*

Colorado, that just happens to have been written by Baker. In fact, he stumbled on the references to Negro Hill while working on that volume.

So Baker had no problem crafting a compelling argument for changing the name of Negro Hill to Aunt Clara Brown Hill (although full names are rarely used, "Brown Hill" wasn't much better), and sent off the request last fall. And for once, the feds responded with admirable speed. At its April 12 meeting, the Board on Geographic Names approved the proposal to change Negro Hill to Aunt Clara Brown Hill. Here's the official entry as it now appears on the Geographic Names Information System:

Aunt Clara Brown Hill: summit; 9,088 ft, in Arapaho National Forest, 0.75 mil NW of Central City, 6.6 mi E of Saint Mary's; the name honors "Aunt" Clara Brown (c. 1803-1885), who was born a slave, then after earning her freedom, moved to Colorado where she operated a laundry, helped found churches, grubstaked young miners, cared for the sick, and invested in real estate."

As a laundress, Aunt Clara Brown would recognize that it takes more than bleach to clear out all the stains of the past. But coming clean is a good place to start.

July 2015

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	<ul style="list-style-type: none"> 9:00AM - 9:00AM Council Administrative Workshop - Arches Congestion Management (Grand Center) 	<ul style="list-style-type: none"> 1:30PM - 1:30PM UTV Committee Meeting (City Chambers) 1:30PM - 1:30PM UTV Committee Meeting (City Chambers) 5:00PM - 5:00PM Agenda Summaries Due 	<ul style="list-style-type: none"> 5:30PM - 5:30PM Moab Mosquito Abatement District Board (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (CANCELED) 	Independence Day <ul style="list-style-type: none"> 8:00AM - 5:00PM Holiday Observed County Offices Closed 	Independence Day
5	<ul style="list-style-type: none"> 2:00PM - 2:00PM USU Advisory Board (Moab Campus) 5:00PM - 5:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM - 4:00PM Council Meeting (Chambers) 	<ul style="list-style-type: none"> 6:00PM - 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 4:00PM - 4:00PM Solid Waste District (District Office) 6:00PM - 6:00PM Thompson Fire Dist (Thompson Fire Station) 7:00PM - 7:00PM Library Board Meeting (Public Library) 7:00PM - 7:00PM Thompson Water Dist. (Thompson Fire Station) 	NACo Annual Conf ♦ Charlotte Conventio <ul style="list-style-type: none"> 10:00AM - 10:00AM Historical Preservation Commission (Dan O'Laurie Museum of Moab) 	
NACo Annual Conf ♦ Charlotte Conventio <ul style="list-style-type: none"> 12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 5:30PM - 5:30PM OSTA Advisory Committee (Arena Conf. Rm.) 6:00PM - 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation District (Road Dept. Office) 	<ul style="list-style-type: none"> 9:00AM - 11:00AM Moab Area Watershed Partnership (Grand Center) 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Recreation District Board (City Chambers) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Housing Authority Board (City Chambers) 1:00PM - 3:30PM Performance Review Committee - Jaylyn (Chambers) 5:30PM - 5:30PM Canyonlands Health Care Dist. (Grand Center Game Rm) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (Water District Office) 			
19	<ul style="list-style-type: none"> 12:00PM - 12:00PM Chamber of Commerce (Zions Bank) 4:00PM - 4:00PM Council Meeting (Chambers) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Chamber of Commerce (Zions Bank) 4:00PM - 4:00PM Council Meeting (Chambers) 	<ul style="list-style-type: none"> 6:00PM - 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 1:00PM - 1:00PM Association of Local Governments (Price) 	Pioneer Day <ul style="list-style-type: none"> 8:00AM - 5:00PM County Offices Closed 	
26	<ul style="list-style-type: none"> 2:45PM - 2:45PM Four Corners Mental Health Board (Green River) 3:00PM - 3:00PM Moab Tailings Project Steering Committee (Chambers) 5:00PM - 5:00PM Public Health Dept Board (Green River City) 	<ul style="list-style-type: none"> 12:00PM - 4:00PM Marian's Retirement Potluck (Chambers) 	<ul style="list-style-type: none"> 11:30AM - 11:30AM City-County Joint Meeting (City) 			

August 2015

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	<ul style="list-style-type: none"> 2:45PM Four Corners Mental Health Board (Green River) 3:00PM Moab Tailings Project Steering Committee (Chambers) 5:00PM Public Health Dept Board (Green River City) 	<ul style="list-style-type: none"> 12:00PM Marian's Retirement Potluck (Chambers) 		<ul style="list-style-type: none"> 11:30AM City-County Joint Meeting (City) 	1
2	<ul style="list-style-type: none"> 2:00PM USU Advisory Board (Moab Campus) 4:00PM Weed Board (Grand Center) 5:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM Council Meeting (Chambers) 		<ul style="list-style-type: none"> 5:30PM Moab Mosquito Abatement District Board (District Office) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 		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) 3:00PM Travel Council Advisory Board (Chambers) 5:30PM OSTA Advisory Committee (Arena Conf. Rm.) 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM Transportation District (Road Dept. Office) 	<ul style="list-style-type: none"> 5:00PM Agenda Summaries Due 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 4:00PM Solid Waste District (District Office) 7:00PM Thompson Water Dist. (Thompson Fire Station) 		15
16		<ul style="list-style-type: none"> 12:00PM Chamber of Commerce (Zions Bank) 4:00PM Council Meeting (Chambers) 	<ul style="list-style-type: none"> 6:00PM Recreation District Board (City Chambers) 	<ul style="list-style-type: none"> 12:00PM Housing Authority Board (City Chambers) 5:30PM Canyonlands Health Care Dist. (Grand Center Game Rm) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 	<ul style="list-style-type: none"> 10:00AM BLM/Grand County Coordination Meeting 	22
23			<ul style="list-style-type: none"> 12:00PM Children's Justice Center Advisory Board (Branding Iron) 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 Meeting (Monticello) 1:00PM Association of Local Governments (Price) 		29
30	31	<ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM Council Meeting (Chambers) 		<ul style="list-style-type: none"> 5:30PM Moab Mosquito Abatement District Board (District Office) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 		5

▼ Employment Opportunities

GCSO - Assistant Food Service Manager in Jail

Posted February 11, 2015 1:00 PM | Closes August 31, 2015 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-Communications/Dispatch

Posted February 11, 2015 | Closes August 31, 2015 3:00 PM

Apply Online Job Summary Under the direct supervision of the Jail Commander the Communications / Dispatch specialist is a non-sworn, civilian member of... [Full Description](#)

Noxious Weed Control Technician (Seasonal)

Posted June 23, 2015 8:00 AM | Closes July 6, 2015 4:00 PM

Job Summary Under the direction of the Weed Supervisor the Weed Technician performs a variety of work associated with grant funding which may include collection of data... [Full Description](#)

[Apply Online](#)

Utah Interagency Fire

www.utahfireinfo.gov



Bureau of Indian Affairs



Bureau of Land Management



National Park Service



State of Utah,
Forestry, Fire and State Lands



U.S. Forest Service



US Fish and Wildlife Service

High Fire Danger Prompts Fire Restrictions in Southeast Utah

CONTACTS:

Bureau of Land Management	National Park Service	State of Utah
Jason Kirks	Kevin Moore	Jason Curry
435-259-2184	435-719-2120	801-703-0225

Current and forecasted weather conditions coupled with extremely dry conditions and heavy loading of vegetation throughout Southeast Utah have created hazardous fire conditions. As a result, as of, July 3rd, 2015, all State, Bureau of Land Management (BLM), and National Park Service lands and all unincorporated private lands **in the following areas** are under fire restrictions:

- **State Lands and unincorporated private lands** in Carbon, Emery, Grand and San Juan counties
- **BLM** lands located in south eastern Utah in Carbon, Emery, Grand and San Juan counties
- **National Park Service** including Canyonlands and Arches national parks plus Natural Bridges and Hovenweep national monuments

The restrictions will be in place until the fire hazard subsides.

Each agency has specific restriction orders that may contain different stipulations, but all the orders have in common a prohibition of the following acts:

1. No campfires, except in permanently constructed cement or metal fire pits provided in developed campgrounds and picnic areas.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area that is paved, barren or cleared to mineral soil.

In addition, metal cutting, welding and grinding activities in areas of dry vegetation as well as discharging, or using any kind of fireworks, firing steel tipped/core ammunition, tracer ammunition or other pyrotechnic devices including exploding targets are prohibited on BLM and State/Private Unincorporated lands.

These restrictions do not apply to the Manti-La Sal National Forest Service lands or lands within incorporated towns and cities; however, each municipality may have similar or more restrictive ordinances. Questions about specific areas should be directed to local authorities.

For more specific information including copies of the closure orders and maps showing the restrictions and affected areas, please visit www.utahfireinfo.gov

###



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Canyon Country Fire Zone

82 East Dogwood

Moab, Utah 84532

<http://www.blm.gov/ut/st/en/fo/moab.html>



FIRE PREVENTION ORDER - UTY002-15-001

Due to extremely dry conditions and pursuant to regulations of the Department of Interior, *43 CFR 9212.1(h)*, the following acts are prohibited on federal lands, roads, trails and waterways, described below by the Bureau of Land Management-Canyon Country Fire Zone. This order is effective 12:00 a.m., on the 03 day of July, 2015 and will remain in effect until rescinded by the Bureau of Land Management-Canyon Country District Manager.

- No campfires, except in permanently constructed cement or metal fire pits provided in developed campgrounds and picnic areas.
- The use/discharge of any kind of fireworks, explosives, incendiary or chemical devices, pyrotechnic devices, exploding targets or the use of steel core/jacketed ammunition.
- Operating or using any internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.
- Cutting, welding or grinding metal in areas of vegetation.

Permissible acts

- Devices fueled by petroleum or liquid propane gas (LPG) products with a shut-off valve are allowed in areas clear of flammable vegetation (10ft X 10ft).
- Charcoal burning is allowed in developed campgrounds or picnic grounds within permanent fire rings or grills constructed of metal or concrete. In undeveloped camping locations charcoal must be set in metal pans in areas clear of flammable vegetation (10ft X 10ft). Extinguish with water when unattended.
- Smoking is allowed in areas clear of flammable vegetation (10ft X 10ft). Cigarettes and matches must be properly extinguished before disposed of.

The following persons are exempt from the order

All exemptions to the restrictions will be handled through local "permits" issued by the authorized officer for activities that will not conflict with the purpose of the order (*43 CFR 9212.3*).

Area description

All Bureau of Land Management-Canyon Country Fire Zone lands located in southeastern Utah in Carbon, Emery, Grand and San Juan counties. (See Fire Prevention Order Map)

Penalties

Individuals violating this order can be subject to a \$1000 fine and associated fire suppression and rehabilitation costs (*43 CFR 9212.4*).

Fire prevention order information may be obtained at www.UtahFireInfo.gov or by contacting the BLM Canyon Country Fire Zone Fire Management Specialist at 435-259-2184.

Signed:


Lance Porter
Canyon Country District Manager

June 30, 2015

Please report any wildfires to MIFC
435-259-1850

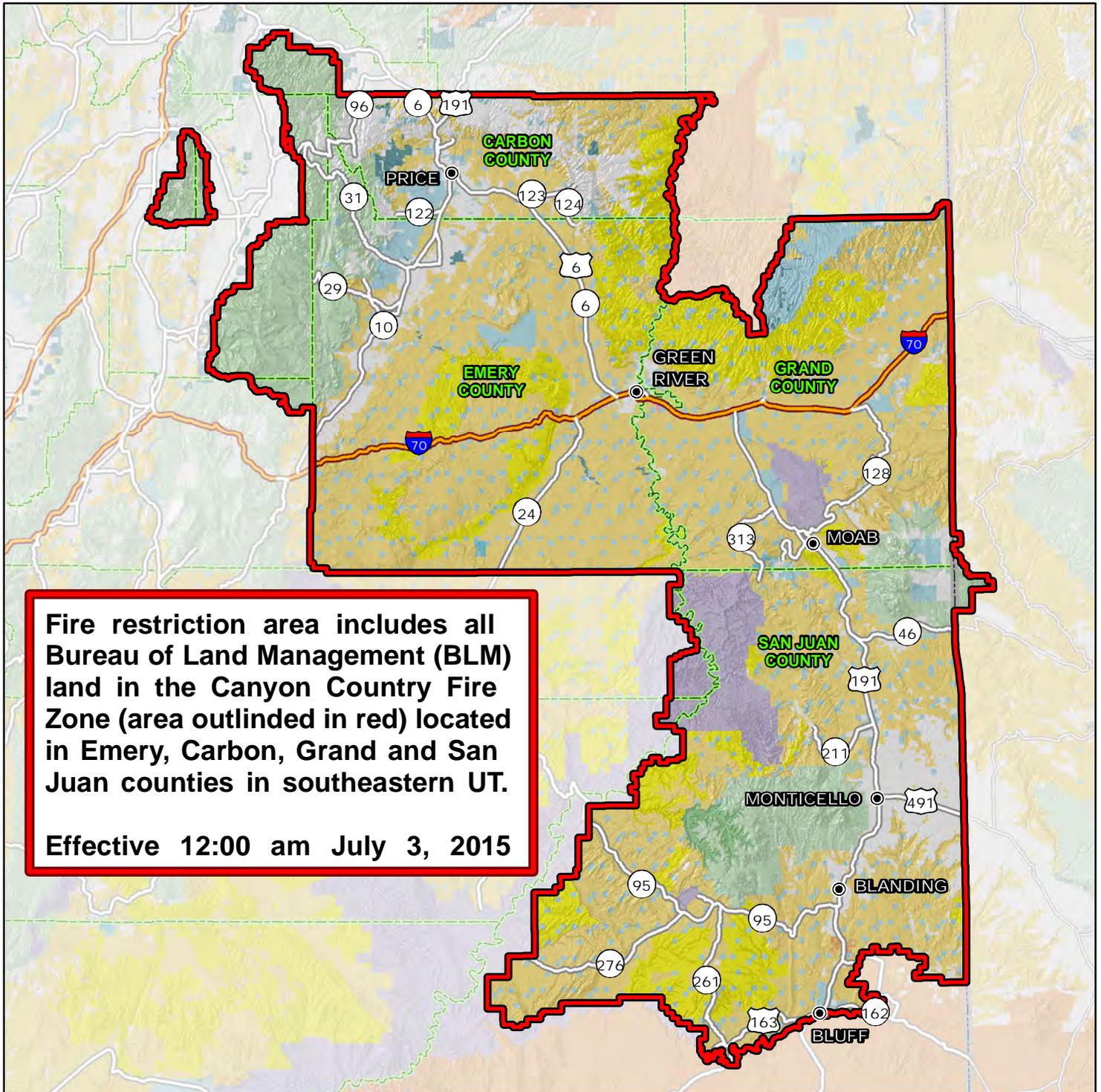


Utah Fire Info

2015 Fire Restriction Map

Canyon Country Fire Zone

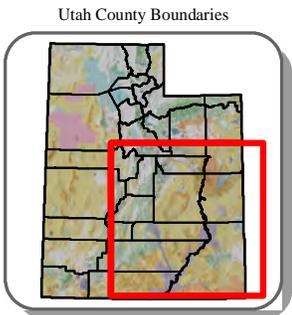
June 30, 2015



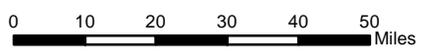
Fire restriction area includes all Bureau of Land Management (BLM) land in the Canyon Country Fire Zone (area outlined in red) located in Emery, Carbon, Grand and San Juan counties in southeastern UT.

Effective 12:00 am July 3, 2015

Legend



- | | | |
|--------------------------------------|---|---|
| ● Cities | Yellow Wilderness Study Areas | Private (White) |
| Orange line Interstates | Pink Bankhead-Jones Land Use Lands | Light Blue State |
| Grey line US Highways | Yellow Bureau of Land Management (BLM) | Dark Blue State Parks and Recreation |
| Thick Grey line Major State Highways | Light Orange BLM Wilderness | Dark Green State Wildlife Reserve/Management Area |
| Red outline Canyon Country Fire Zone | Orange Indian Reservation (IR) | Light Green US Forest Service (USFS) |
| Green dashed line County Boundary | Pink Military Reservations and Corps of Engineers | Dark Green USFS Wilderness Area |
| Grey dashed line State Boundary | Purple National Park Service (NPS) | |



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

JULY 7, 2015

Agenda Item: K

TITLE:	Approving Proposed Helipad Use Agreement with Classic Air Medical, an Air Ambulance Company, at the Emergency Operations Center
FISCAL IMPACT:	None
PRESENTER(S):	Sheriff White and Rick Bailey, Emergency Management Director

Prepared By:

Sheriff White

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

I move to approve the proposed Helipad Use Agreement with Classic Air Medical, an air ambulance company, at the Emergency Operations Center and authorize the Chair to sign all associated document.

BACKGROUND:

This agreement will provide the Sheriff's Office and Search and Rescue with three (3) free hours of flight time per search and rescue in exchange for allowing Classic Air Medical use of the landing pad at the Emergency Operations Center (EOC).

ATTACHMENT(S):

1. Helipad Use Agreement

HELIPAD USE AGREEMENT

This Helipad Use Agreement (the "Agreement"), is made and entered into as of this ____ day of July, 2014, and is by and between Grand County, a body corporate and politic ("The County"), Grand County Sheriff ("Sheriff") and Classic Air Medical ("Classic").

WHEREAS, Classic is a regional air medical company licensed to provide air ambulance services in the State of Utah, Grand County, and surrounding areas; and

WHEREAS, the Emergency Operations Center ("EOC") location of the Grand County Sheriff's Office ("Sheriff"), is centrally located, has a helipad available for use, and the County believes the presence of an air ambulance company would be beneficial to its residents requiring medical transport to hospitals for medical treatment; and

WHEREAS, the Sheriff is willing to permit Classic to use its helipad as its base, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in return for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Use of Helipad/Collaboration to Identify Additional Premises.** The County hereby grants Classic a personal, non-transferable, non-exclusive license to use the helipad located on County property referred to as the EOC, upon the terms and conditions set forth in this Agreement. The said property is shown on Exhibit "A" attached hereto. The license granted under this Agreement is granted to Classic on a non-reserved, non-exclusive basis. Classic may use the helipad solely for landing, parking, and taking off helicopters. Use of the helipad shall be subject to reasonable rules and regulations as the County and Sheriff, shall from time to time, promulgate. Classic agrees to move its helicopter off of the helipad within one (1) hour upon request of the Sheriff. The Sheriff may request move of the Classic helicopter to permit landing or takeoff of an inbound or outbound helicopter, to perform routine maintenance, or for such other reasonable purposes that the Sheriff may require. Classic is also granted the non-exclusive right to use the sidewalks and other common areas of the EOC property as is reasonably necessary for pedestrian and patient access to and from the helipad to the EOC. Subject to Classic's observation of appropriate and standard precautions, Classic's permissible use of the helipad will include a right to store in a location designated by the Sheriff within reasonable and appropriate proximity to the helipad, a fuel truck or trailer provided by Classic. Classic acknowledges and agrees that said fuel truck or trailer shall always be licensed and maintained. Classic further acknowledges and agrees that the helipad and other EOC property (including the area in which the fuel truck or trailer may be parked) is not protected by any barriers (fences, etc.) or security devices or patrol and that none are being erected or instituted pursuant to this Agreement, except those that are currently located at the EOC. Classic shall use the helipad and others areas permitted at the EOC hereunder at its own risk. Classic agrees and acknowledges that they will provide to the Sheriff three hours of free flight time per rescue for use of the helipad and other provision made by the Sheriff. Classic shall provide a

written report of the number of rescues and of flight time provided to the Sheriff on a quarterly basis.

The Sheriff shall make available within the EOC Building, a location and space for Classic's use for its staff, equipment, supplies.

Search and Rescue Services: Subject to availability at the time of a request by the Sheriff, Classic agrees to provide search and rescue ("SAR") services for the Sheriff. SAR services included, but are not limited to If a request for aeromedical services comes in before a SAR mission is completed, the decision to abort the SAR mission in favor of the medical mission will lie with Classic Based Manager after consultation with the Sheriff, Deputy Sheriff, or Incident Commander of the SAR mission. Classic agrees that it will not abort a SAR mission unless it is reasonably necessary to perform the requested aeromedical services. Classic agrees to provide such SAR services for up to 3.0 hours flight time per SAR mission at no cost to the Sheriff. After 3.0 hours of flight time is expended on any given SAR mission, Classic may charge the Sheriff at Classic's rates. Notwithstanding the foregoing, the Sheriff may engage another company or entity to provide aerial SAR service at any time.

Comment [DW1]: Sheriff to put in his conditions/requests

2. **License/Manner of Providing Services:** Classic represents and warrants to County/Sheriff that it is licensed to provide air ambulance services in the State of Utah and Grand County and in all states in which Classic provides such services. Classic further represents and warrants to County/Sheriff that its operations comply with applicable state and federal laws, including without limitation, any FCC requirements relating to radio communications. Classic shall store and operate all of its equipment in an appropriate manner, consistent with industry standards and in compliance with all applicable laws. No hazardous substances may be used or stored except for those typically used by similar helipads users and kept or used in similar quantities and in compliance with all applicable laws.
3. **Operations:** Classic shall be solely responsible for the use, operation, storage, and maintenance of its equipment, and for the acts or omissions of its personnel. Except as specifically set forth in this Agreement, the Sheriff is not providing any services, personnel, supplies, or equipment to Classic. The Sheriff is under no obligation to maintain the helipad or surrounding areas in any certain condition.
4. **Term:** This Agreement shall be effective as of the ____ day of July, 2015,, (the "Effective Date") and shall continue for an initial term of one (1) year. This Agreement shall automatically renew for successive twelve (12) month terms, under the same terms and conditions hereunder, unless terminated in writing as provided herein.
5. **Improvements/Addition(s):** Any improvements made to the helipad or adjoining areas of the helipad shall be pre-approved by the Sheriff. All improvements shall be done with licensed contractors subject to Grand County's code and regulations. If new building(s) are required by Classic, these additions shall be also pre-approved by the Sheriff and all work shall be performed with licensed contractors. Classic acknowledges and agrees that it will

obtain all required building permits, Blue Stake inspections, and other required inspections for any improvements/additions. Classic further acknowledges and agrees to provide all improvements/additions(s) at its expense. All improvements/additions made to real property shall become property of County/Sheriff if and when Classic vacates the heliport. Classic also agrees and acknowledges that it is solely responsible for the maintenance and upkeep of any improvements/addition(s).

6. Termination:

- a. **Without Cause:** Either party may terminate this Agreement, without cause, by providing not less than sixty (60) days prior written notice stating the intended date of termination.
- b. **For Cause:** Either party may terminate this Agreement immediately upon the other party's material breach of this Agreement in the event that the alleged material breach is not cured within ten (10) days after receipt of written notice specifying the nature of the alleged breach. In addition of the foregoing, Sheriff may terminate immediately, or may implement appropriate curative measures at Classic's expense, in the event of an emergency that is caused by Classic's acts or omission, or arises directly or indirectly from this Agreement.

7. Insurance, Release of Liability, Indemnification:

During the term of this Agreement, Classic shall obtain and maintain appropriate insurance covering all equipment (including helicopter(s) and supplies and equipment stored or otherwise used at the EOC and surrounding areas on the EOC campus. Additionally, Classic shall maintain in force at its sole expense a commercial general and professional liability policies of insurance in the minimum amounts of \$5 million per occurrence and \$5 million in the aggregate, naming County and Sheriff as an additional insured thereon. Classic shall furnish a current Certificate of Insurance evidencing the aforementioned coverage. The limits of insurance shall not in any manner impair the obligations of Classic to indemnify, protect, defend, and hold harmless County and Sheriff as agreed herein. Classic 's insurance coverage shall be primary insurance as respects to County and Sheriff, its officers, officials, employees, agents and volunteers.

Classic assumes full responsibility for its helicopter(s), equipment and personnel. Classic acknowledges and agrees that Classic's use of the helipad is at its sole risk and Classic hereby absolves and fully releases Grand County/Sheriff, its officers, directors, agents, representatives, employees and contractors, successors and assigns ("the County/Sheriff Parties") from any and all costs, loss, damage, expense, liability, and causes of action, whether foreseeable or not, from any cause whatsoever that, County/Sheriff may suffer or that its agents' employees, invitee and licensees may suffer as a direct or indirect consequence of County/Sheriff agreement to permit Classic to use the helipad, or access to, or for any other costs, loss, damage, expense, liability, or cause of action arising from or related to this Agreement. Without limiting the generality of the foregoing, Classic specifically absolves and fully releases the County/Sheriff Parties from any and all cost, loss, damage, expense, or other liability, from any cause whatsoever, relating to damage or injury sustained by its helicopter(s), equipment, and personnel.

Subject to the waiver of subrogation set forth below, Classic hereby agrees to defend, indemnify and hold harmless County/Sheriff and the County/Sheriff Parties from and against any claim, damage, loss, expense, liability, obligation, action, or cause of action, including claims for personal injury or wrongful death and reasonable attorney's fees and reasonable costs of investigation, which County/Sheriff may sustain, pay, suffer or incur arising out of or related to in any way Classic's operations under this Agreement. The provisions of this section shall survive the expiration on any default, termination or forfeiture of this Agreement.

Subject to the waiver of subrogation set forth below, County/Sheriff hereby agrees to indemnify and hold harmless Classic from and against any claim, damage, loss, expense, liability, obligation, action, or cause of action, including reasonable attorney's fees and reasonable costs of investigation, which County/Sheriff may sustain, pay, suffer or incur by reason of any negligent act or omission of Classic and its employees, agents, or contractors in connection with services provided and duties undertaken under this Agreement, including any claims for personal injury or wrongful death.

Classic and County/Sheriff each agree and it is stated intent of each that they shall only be liable to the other party under this Section for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omission of each party.

Classic and County/Sheriff on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to such party's and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

8. Miscellaneous Provisions:

- (a) **Notice:** Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, (ii) upon the third business day following receipt in the United State mail, postage prepaid, certified or registered mail, return receipt requested, or (iii) the first business day after a confirmed overnight delivery. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the matter required by this Section 7 (a). The respective addresses are:

Classic:

Classic Air Medical
Attention: Tony Henderson
2244 South 1650 West
Woods Cross, UT 84087

County/Sheriff:

Grand County Sheriff's Office
Attention: Sheriff Steve White
25 South 100 East
Moab, Utah 84532

With Copy to:

Grand County Clerk/Auditor
Attention: Diana Carroll
125 East Center Street
Moab, Utah 84532

- (b) **Entire Agreement:** This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.
- (c) **Partial invalidity.** In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.
- (d) **Assignment:** Classic may not assign this Agreement without the prior written consent of the County/Sheriff.
- (e) **Independent Contractor:** It is the express intention of the parties that this Agreement shall not render Classic an employee, partner, agent of, or joint venture with County and Sheriff for any purposes whatsoever. Classic is and will remain an independent contractor in relationship with County and Sheriff. Classic shall have no claim against County and Sheriff hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits or compensation of any kind.
- (f) **Regulatory Requirements:** Classic agrees to comply with all pertinent Grand County code requirements and Federal Aviation regulations. Classic certifies that it is in full compliance with the Federal Aviation Administration regulations and if it is ever out of compliance, it will report the noncompliance within twenty four (24) hours to Grand County and the Grand County Sheriff.

- (g) **Third Party Beneficiaries:** This Agreement is entered into for the sole benefit of the parties. Nothing contained herein or in the parties' course of dealing shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement.
- (h) **Governing Law:** This Agreement shall be governed by the laws of the State of Utah. The parties hereby agree to bring any such action before the Seventh Judicial District Court, Grand County, State of Utah, and, in addition, submit themselves to the jurisdiction of the Courts of the State of Utah.
- (i) **Vendor Promotion/Publication:** County/Sheriff prohibits the use of County/Sheriff's name by any vendor or independent contractor, or the use of any name of County/Sheriff departments, agencies, divisions, or offices in any advertisement, press statement, or release, website, published customer list, or any publication or dissemination similar to the foregoing without receiving in advance the express written person from the appropriate County/Sheriff official. Any request for permission should include the complete text of the publication, statement, or document in which the name usage will appear and be subject to edit by County/Sheriff.
- (j) **Licensing, Workers' Compensation and General Liability Insurance.** Classic agrees to immediately supply County and Sheriff with proof of any licensing, Workers' Compensation Coverage and General Liability Insurance relative to any services that it performs under this Agreement.
- (k) **Administration of Agreement.** This Agreement does not create an inter-local entity separate and distinct from each party, respectively, but does provide for cooperative action as contemplated herein. It is not intended that the parties will jointly own real or personal property as a result of this Agreement.
- (l) **Waiver.** The failure of either party to enforce any provisions of this Agreement shall not constitute a waiver under the law unless specifically so stated in writing and signed by the party who rights are deemed waived.
- (m) **Attorneys' Fees.** If either party brings any action or proceeding to enforce, protect, or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- (n) **Authorization to Enter into Agreement.** The persons executing this Agreement on behalf of the parties warrant that he/she has full right and authority to execute the same.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set out beneath their respective signatures.

CLASSIC AIR MEDICAL

By: _____

Title: _____

Date: _____

WITNESS:

By: _____

Title: _____

GRAND COUNTY

BY: _____

Elizabeth A. Tubbs, Chair
Grand County Council

Date: _____

ATTEST:

Diana Carroll, Clerk/Auditor
Grand County Clerk Auditor

GRAND COUNTY SHERIFF

Steve White, Sheriff

Date: _____

APPROVED TO FORM:

Grand County Attorney

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 7, 2015

Agenda Item: L

TITLE:	Approving Proposed Amendments to the Council Administrator Job Description Authorizing, with the Aid of a Committee Comprised of the County Attorney or Designee and the Human Resources Director, the Termination of Direct Reports
FISCAL IMPACT:	None
PRESENTER(S):	Orlinda Robertson, Human Resources Director

Prepared By:

Orlinda Robertson, PHR,
SHRM-CP, HR Director

FOR OFFICE USE ONLY:

Attorney Review:

None

RECOMMENDATION:

I move to approve the proposed amendments to the Council Administrator Job Description authorizing, with the aid of a committee comprised of the County Attorney or designee and the Human Resources Director, the termination of direct reports.

BACKGROUND:

In August of 2012, during County Council discussions on updating the job description of the County Council Administrator, it was determined that the position would have the authority to hire County Department Heads and contract employees who are under the purview of the County Council; as well as the Council Office Coordinator, IT Coordinator, and any other direct reports authorized by the County Council. To my understanding it was left undetermined as to who would handle terminations of these employees, and thus terminations would likely fall onto the County Council. The job description was approved with hiring authority, yet firing authority was not included.

Over time, concerns have arisen in regard to this, such as: in our form of government it is stated that the County Council shall not be involved in the day to day activities. And if a Department Head should need to appeal a decision of the County Council Administrator (including a termination decision), the Council adopted a process in which the County Council is who employees go to for appeal (see attached). If the County Council were to terminate one of the Administrator's direct reports, how can an employee who was terminated by the County Council go to the County Council for an appeal?

Then from the County Administrator's view; if the County Council Administrator has the authority to hire the Department Heads, shouldn't they have the authority to terminate as well, in coordination with the Human Resources Director and possibly, the County's Human Resource Attorney? Department Heads, as direct reports to the Council Administrator, have the authority to hire as well as to terminate.

With this, I would like to recommend that the previously approved job description be updated to give the County Council Administrator the authority to terminate, in coordination with the Human Resources Director and the County Attorney or designee, any County Department Head and contract employees who are under the purview of the County Council as

well as the Council Office Coordinator, Council Office Assistant, IT Director, and any other direct reports of the Council Administrator who are authorized by the County Council.

I have also made a few minor changes, the first being an addition to the Special Requirements section of the job description stating "Some overnight travel may be required". I understand the current County Council Administrator is aware of this but going forward this would be a logical addition for future candidates when the time should arise. The second change is the formatting of the job description itself, which I am currently in the process of completing for all Grand County job descriptions.

ATTACHMENT(S):

1. Section T of the Policies and Procedures of the Governing Body:
"Personnel Action Appeal Hearing Protocol"
2. Current 8/2012 Job Description
3. Redlined Job Description
4. Clean Revised Job Description 7/2015

**GRAND COUNTY
POLICIES AND PROCEDURES OF THE GOVERNING BODY**

8. Anonymous Comments.

The Council Administrator, at his/her discretion, may choose not to forward anonymous written comments 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 item at its next regularly scheduled meeting in order to receive additional written comments or to receive additional evidence for further study. The County Council may take action immediately upon closing 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.

➤ **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. Granting a Hearing.

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. Closed Session.

Hearing to be held in closed session, no recordings.

3. Present.

Department Head, HR Director, Clerk/Auditor, Council Administrator, Appellant, and Council to be present. No witnesses, representatives or attorneys.

4. Exhibits or Additional Documents.

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

**GRAND COUNTY
POLICIES AND PROCEDURES OF THE GOVERNING BODY**

c. Appellant -10 minutes

6. Cross-Examination.

No cross-examination of presenters. Council members only may ask questions at the end of each presentation.

7. End of Presentations.

Presenters and Appellant to be excused at the end of presentations and Council questions. Council to make determination during closed session and may:

- a. Uphold personnel action;
- b. Overturn personnel action; or
- c. Request additional information and continue hearing until information is received and considered.

8. Written Decision.

Council issues a written decision within 15 working days of adjournment of hearing.

U. Amendment of Policies and Procedures

1. Amending the Policies and Procedures.

No policy or procedure of the Governing Body shall be amended except by four (4) affirmative votes of its Membership, and consideration of the amendments shall be held during a regularly scheduled meeting.

2. Resolution Required.

Amendment of the Policies and Procedures of the Governing Body shall be through resolution. The resolution shall identify all changes to be included in the amendment.

Grand County

Job Description

Job Title: Council Administrator		
Department: Administration		
Location: 125 East Center Street, Moab, Utah 84532		
Reports to: County Council as a Unit		
Pay Range: Grade 24 Revised: 8/2012	Type of Position <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Benefits	Job Status <input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Non Exempt <input type="checkbox"/> Safety Sensitive <input type="checkbox"/> On Call <input type="checkbox"/> Public Safety

Job Summary

Under the direction of the County Council, serves as a non-elected personnel manager and administrator for the Council. Performs administrative duties related to the management responsibilities of the County Council including planning, coordinating, supervision, and hiring. This is a highly responsible position requiring considerable initiative and judgment, but has no independent executive authority except for that granted by the Council as a whole. Grand County's form of government is the Optional Plan, and is defined in Title 2 Chapter 2.04, "Plan for County Government," of the Codified Grand County Ordinances (available online at <http://www.GrandCountyUtah.net>).

Supervision

Given: All County Department Heads and contract employees, who are under the purview of the County Council; the Council Assistant; and the IT Coordinator. This would exclude all Elected Officials and their deputies.

Received: County Council as a Unit as communicated by the Chair

Essential Duties

- Provides immediate supervision to all County Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT Coordinator, and any other direct reports authorized by the County Council.
- Has direct responsibility for personnel management of all County Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT Coordinator, and any other direct reports authorized by the County Council, including aspects of risk management.
- Conducts, with the aid of a committee, the hiring of all Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT Coordinator, and other direct reports as authorized by the County Council.
- Is responsible for conducting and administering annual performance evaluations for all Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT Coordinator, and any other direct reports authorized by the County Council.

- In coordination with the Human Resources Director, administers corrective actions for all County Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT Coordinator, and any other direct reports authorized by the County Council.
- Conducts staff and County-wide meetings as needed.
- Assists the County Council to carry out their executive and legislative powers. Drafts resolutions, ordinances, Memoranda of Understanding, inter-local agreements, and other documents for the County Council's consideration and adoption.
- Ensures compliance of Council-adopted policies, resolutions and ordinances among the departments overseen by the County Council.
- Coordinates and/or administers training programs as needed, including new direct reports and council member orientations.
- Makes recommendations to the Council about plans, programs, regulations, procedures, and policies that will improve efficiencies and control of departments overseen by the County Council.
- Prepares staff reports on complex issues for semi-monthly County Council meetings.
- Works on a semi-monthly basis with the Council Chair to plan the County Council agenda; oversees preparing of staff reports and Council packet. Ensures that decisions made in the County Council meeting are implemented.
- Works with the Council Assistant to provide administrative direction and support to the Council's Office. Coordinates all necessary functions of the Council's office.
- Coordinates and ensures proper filing of documents with Clerk/Auditor and other departments.
- Works with staff members assigned to Boards, Commissions, and Committees. Ensures board chairs are notified of trainings, sets up trainings and manages board appointment process.
- Coordinates necessary duties regarding special service districts and mineral lease allocations.
- Serves as public information officer for the County; communicates information on County affairs, programs and plans to the Council, the general public, and the news media. Oversees the updating of the County's website as it relates to the Council's business.
- Acts as a liaison for information and communication between Elected Offices, County Departments, and municipalities.
- Coordinates with the Clerk/Auditor on the preparation of County budgets with primary emphasis on assisting Department Heads with budget preparation; coordinates financial management activities between the Council and other County-funded programs. Makes recommendations regarding the funding of programs and levels of service.
- Negotiates leases and contracts.
- Aids and coordinates grant writing, including Community Impact Board applications.
- Coordinates with the Clerk/Auditor in the administration of contracts and grants.
- Coordinates capital project management.
- Other duties as established or assigned by the County Council or as contained in County ordinance and policy.

Knowledge, Skills & Abilities

Knowledge of:

- Management of local governmental organizations.
- Fund accounting and budgeting.
- Local, state and federal law.
- State and federal agencies and their processes.
- Planning and zoning, building, and other basic local governmental services.
- Grant writing and administration.
- Personnel management.

Skills in:

- Listening to give full attention to what others are saying.
- Dispute resolution.
- Evaluating complex problems.
- Report writing.
- Computer competency required including Microsoft Word, Excel, Outlook and Internet.

Ability to:

- Learn County codes and County policies.
- Supervise and manage employees in close and distant proximities.
- Communicate with subordinates, the public, and other governmental officials.
- Use initiative and independent judgment within established guidelines and procedures.
- Use tact and finesse when communicating verbally or in writing with co-workers.
- Organize own work, establish priorities and meet critical time deadlines.
- Perform personnel evaluations and give feedback to subordinates.
- Coordinate effective interdepartmental cooperation among elected offices and departments.

Physical Demands

- Typically sit at a desk or table, occasionally walk, stand or stoop.
- Occasionally lift, carry, push, pull or otherwise move objects weighing up to 30 pounds.
- Work for sustained periods of time maintaining concentrated attention to detail.

Working Conditions

- Potentially stressful, busy and fast-paced.
- Extensive public contact.
- Work is performed in an office, conference room, or other environmentally controlled room.
- Requires varied hours due to evening meetings.
- Requires occasional travel outside of the Moab/Grand County area.

Education & Experience

- Must have a Bachelor's degree (Master's degree preferred) in Business or Public Administration or related field.
- A minimum of 3 years of experience in management and administration in local government working with Councils/commissions including direct supervision of professional staff.

Special Requirements

- A twelve-month probationary period is a prerequisite to this position.
- Must possess a valid driver license.
- Successful completion of pre-employment drug screening is required.
- Must successfully pass and maintain criminal history and background check requirements.
- Regularly attends meetings in the evenings.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Grand County is an EEO/ADA employer.

Grand County

Job Description

Job Title: Council Administrator	
Department: Administration	
Location: 125 East Center Street, Moab, Utah 84532	
Reports to: County Council as a Unit	
Pay Range:	Type of Position;
Grade: 24	<input checked="" type="checkbox"/> Full-time
Revised: 8/2012/2015	<input type="checkbox"/> Part-time
	<input type="checkbox"/> Regular
	<input type="checkbox"/> Seasonal
	<input type="checkbox"/> Temporary Emergency
	<input checked="" type="checkbox"/> Benefits
	Job Status:
	<input checked="" type="checkbox"/> Exempt
	<input type="checkbox"/> Non-Exempt
	<input type="checkbox"/> Grant funded
	<input type="checkbox"/> Enterprise
	<input type="checkbox"/> Safety Sensitive
	<input type="checkbox"/> Public Safety

- Formatted Table
- Formatted: Underline
- Formatted: Font: Bold
- Formatted: Indent: Left: 0.25", Line spacing: 1.5 lines

Job Summary

Under the direction of the County Council, serves as a non-elected personnel manager and administrator for the Council. Performs administrative duties related to the management responsibilities of the County Council including planning, coordinating, supervision, ~~and hiring, and firing~~. This is a highly responsible position requiring considerable initiative and judgment, but has no independent executive authority except for that granted by the Council as a ~~whole unit~~. Grand County's form of government is the Optional Plan, and is defined in Title 2 Chapter 2.04, "Plan for County Government," of the Codified Grand County Ordinances (available online at <http://www.GrandCountyUtah.net>).

Supervision

Received: County Council as a Unit as communicated by the Chair

Given: All County Department Heads and contract employees, who are under the purview of the County Council; the Council Assistant; and the IT ~~Coordinator~~Director. This would exclude all Elected Officials and their deputies.

Received: County Council as a Unit as communicated by the Chair

Essential Duties

- Provides immediate supervision to all County Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT ~~Coordinator~~Director, and any other direct reports authorized by the County Council.
- Has direct responsibility for personnel management of all County Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT ~~Coordinator~~Director, and any other direct reports authorized by the County Council, including aspects of risk management.

- Conducts, with the aid of a committee, the hiring of all Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT ~~Coordinator~~Director, and other direct reports as authorized by the County Council.
- Is responsible for conducting and administering annual performance evaluations for all Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT ~~Coordinator~~Director, and any other direct reports authorized by the County Council.
- In coordination with the Human Resources Director, administers corrective actions and terminations for all County Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Assistant, IT ~~Coordinator~~Director, and any other direct reports authorized by the County Council.
- Conducts staff and County-wide meetings as needed.
- Assists the County Council to carry out their executive and legislative powers. Drafts resolutions, ordinances, Memoranda of Understanding, inter-local agreements, and other documents for the County Council's consideration and adoption.
- Ensures compliance of Council-adopted policies, resolutions and ordinances among the departments overseen by the County Council.
- Coordinates and/or administers training programs as needed, including new direct reports and council member orientations.
- Makes recommendations to the Council about plans, programs, regulations, procedures, and policies that will improve efficiencies and control of departments overseen by the County Council.
- Prepares staff reports on complex issues for semi-monthly County Council meetings.
- Works on a semi-monthly basis with the Council Chair to plan the County Council agenda; oversees preparing of staff reports and Council packet. Ensures that decisions made in the County Council meeting are implemented.
- Works with the Council Assistant to provide administrative direction and support to the Council's Office. Coordinates all necessary functions of the Council's office.
- Coordinates and ensures proper filing of documents with Clerk/Auditor and other departments.
- Works with staff members assigned to Boards, Commissions, and Committees. Ensures board chairs are notified of trainings, sets up trainings and manages board appointment process.
- Coordinates necessary duties regarding special service districts and mineral lease allocations.
- Serves as public information officer for the County; communicates information on County affairs, programs and plans to the Council, the general public, and the news media. Oversees the updating of the County's website as it relates to the Council's business.
- Acts as a liaison for information and communication between Elected Offices, County Departments, and municipalities.
- Coordinates with the Clerk/Auditor on the preparation of County budgets with primary emphasis on assisting Department Heads with budget preparation; coordinates financial management activities between the Council and other County-funded programs. Makes recommendations regarding the funding of programs and levels of service.
- Negotiates leases and contracts.
- Aids and coordinates grant writing, including Community Impact Board applications.
- Coordinates with the Clerk/Auditor in the administration of contracts and grants.
- Coordinates capital project management.
- Other duties as established or assigned by the County Council or as contained in County ordinance and policy.

Knowledge, Skills & Abilities

Knowledge of:

- Management of local governmental organizations.
- Fund accounting and budgeting.

- Local, state and federal law.
- State and federal agencies and their processes.
- Planning and zoning, building, and other basic local governmental services.
- Grant writing and administration.
- Personnel management.

Skills in:

- Listening to give full attention to what others are saying.
- Dispute resolution.
- Evaluating complex problems.
- Report writing.
- Computer competency required including Microsoft Word, Excel, Outlook and Internet.

Ability to:

- Learn County codes and County policies.
- Supervise and manage employees in close and distant proximities.
- Communicate with subordinates, the public, and other governmental officials.
- Use initiative and independent judgment within established guidelines and procedures.
- Use tact and finesse when communicating verbally or in writing with co-workers.
- Organize own work, establish priorities and meet critical time deadlines.
- Perform personnel evaluations and give feedback to subordinates.
- Coordinate effective interdepartmental cooperation among elected offices and departments.

Physical Demands

- Typically sit at a desk or table, occasionally walk, stand or stoop.
- Occasionally lift, carry, push, pull or otherwise move objects weighing up to 30 pounds.
- Work for sustained periods of time maintaining concentrated attention to detail.

Formatted: Normal

Working Conditions

- Potentially stressful, busy and fast-paced.
- Extensive public contact.
- Work is performed in an office, conference room, or other environmentally controlled room.
- Requires varied hours due to evening meetings.
- Requires occasional travel outside of the Moab/Grand County area.

Education & Experience

- Must have a Bachelor's degree (Master's degree preferred) in Business or Public Administration or related field.
- A minimum of 3 years of experience in management and administration in local government working with Councils/commissions including direct supervision of professional staff.

Special Requirements

- A twelve-month probationary period is a prerequisite to this position.
- Must possess a valid driver license.
- Successful completion of pre-employment drug screening is required.
- Must successfully pass and maintain criminal history and background check requirements.
- Regularly attends meetings in the evenings.
- Some overnight travel may be required.

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Grand County is an EEO/ADA employer.

Grand County Job Description

Job Title:	Council Administrator
Department:	Administration
Location:	125 East Center Street Moab, Utah 84532
Reports To:	County Council as a Unit

<p><u>Pay Range:</u></p> <p>Grade: 24</p> <p>Revised 7/2015</p>	<p><u>Type of Position:</u></p> <p><input checked="" type="checkbox"/> Full time</p> <p><input type="checkbox"/> Part time</p> <p><input type="checkbox"/> Regular</p> <p><input type="checkbox"/> Seasonal</p> <p><input type="checkbox"/> Emergency</p>	<p><u>Job Status:</u></p> <p><input checked="" type="checkbox"/> Exempt</p> <p><input type="checkbox"/> Non-exempt</p> <p><input type="checkbox"/> Grant funded</p> <p><input type="checkbox"/> Enterprise</p> <p><input type="checkbox"/> Public Safety</p> <p><input type="checkbox"/> Safety Sensitive</p> <p><input type="checkbox"/> On-call</p> <p><input type="checkbox"/> Appointed</p>
--	--	--

Job Summary

Under the direction of the County Council, serves as a non-elected personnel manager and administrator for the Council. Performs administrative duties related to the management responsibilities of the County Council including planning, coordinating, supervision, hiring, and firing. This is a highly responsible position requiring considerable initiative and judgment, but has no independent executive authority except for that granted by the Council as a unit. Grand County's form of government is the Optional Plan, and is defined in Title 2 Chapter 2.04, "Plan for County Government," of the Codified Grand County Ordinances (available online at <http://www.GrandCountyUtah.net>).

Supervision

Received: County Council as a Unit as communicated by the Chair

Given: All County Department Heads and contract employees who are under the purview of the County Council; the Council Office Coordinator; the Council Office Assistant; and the IT Director. This would exclude all Elected Officials and their deputies.

Essential Duties

- Provides immediate supervision to all County Department Heads and contract employees who are under the purview of the County Council; as well as the Council Office Coordinator, IT Director, and any other direct reports authorized by the County Council.
- Has direct responsibility for personnel management of all County Department Heads and contract employees who are under the purview of the County Council; as well as the Council Office Coordinator, IT Director, and any other direct reports authorized by the County Council, including aspects of risk management.
- Conducts, with the aid of a committee, the hiring and firing of all Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Office Coordinator, IT Director, and other direct reports as authorized by the County Council.
- Is responsible for conducting and administering annual performance evaluations for all Department Heads and contract employees, who are under the purview of the County Council; as well as the Council Office Coordinator, IT Director, and any other direct reports authorized by the County Council.

- In coordination with the Human Resources Director, administers corrective actions and terminations for all County Department Heads and contract employees who are under the purview of the County Council; as well as the Council Office Coordinator, IT Director, and any other direct reports authorized by the County Council.
- Conducts staff and County-wide meetings as needed.
- Assists the County Council to carry out their executive and legislative powers. Drafts resolutions, ordinances, Memoranda of Understanding, inter-local agreements, and other documents for the County Council's consideration and adoption.
- Ensures compliance of Council-adopted policies, resolutions and ordinances among the departments overseen by the County Council.
- Coordinates and/or administers training programs as needed, including new direct reports and council member orientations.
- Makes recommendations to the Council about plans, programs, regulations, procedures, and policies that will improve efficiencies and control of departments overseen by the County Council.
- Prepares staff reports on complex issues for semi-monthly County Council meetings.
- Works on a semi-monthly basis with the Council Chair to plan the County Council agenda; oversees preparing of staff reports and Council packet. Ensures that decisions made in the County Council meeting are implemented.
- Works with the Council Office Coordinator to provide administrative direction and support to the Council's Office. Coordinates all necessary functions of the Council's office.
- Coordinates and ensures proper filing of documents with Clerk/Auditor and other departments.
- Works with staff members assigned to Boards, Commissions, and Committees. Ensures board chairs are notified of trainings, sets up trainings and manages board appointment process.
- Coordinates necessary duties regarding special service districts and mineral lease allocations.
- Serves as public information officer for the County; communicates information on County affairs, programs and plans to the Council, the general public, and the news media. Oversees the updating of the County's website as it relates to the Council's business.
- Acts as a liaison for information and communication between Elected Offices, County Departments, and municipalities.
- Coordinates with the Clerk/Auditor on the preparation of County budgets with primary emphasis on assisting Department Heads with budget preparation; coordinates financial management activities between the Council and other County-funded programs. Makes recommendations regarding the funding of programs and levels of service.
- Negotiates leases and contracts.
- Aids and coordinates grant writing, including Community Impact Board applications.
- Coordinates with the Clerk/Auditor in the administration of contracts and grants.
- Coordinates capital project management.
- Other duties as established or assigned by the County Council or as contained in County ordinance and policy.

Knowledge, Skills & Abilities

Knowledge of:

- Management of local governmental organizations.
- Fund accounting and budgeting.
- Local, state and federal law.
- State and federal agencies and their processes.
- Planning and zoning, building, and other basic local governmental services.
- Grant writing and administration.
- Personnel management.

Skills in:

- Listening to give full attention to what others are saying.
- Dispute resolution.
- Evaluating complex problems.
- Report writing.
- Computer competency required including Microsoft Word, Excel, Outlook and Internet.

Ability to:

- Learn County codes and County policies.
- Supervise and manage employees in close and distant proximities.

- Communicate with subordinates, the public, and other governmental officials.
- Use initiative and independent judgment within established guidelines and procedures.
- Use tact and finesse when communicating verbally or in writing with co-workers.
- Organize own work, establish priorities and meet critical time deadlines.
- Perform personnel evaluations and give feedback to subordinates.
- Coordinate effective interdepartmental cooperation among elected offices and departments.

Physical Demands

- Typically sit at a desk or table, occasionally walk, stand or stoop.
- Occasionally lift, carry, push, pull or otherwise move objects weighing up to 30 pounds.
- Work for sustained periods of time maintaining concentrated attention to detail.

Working Conditions

- Potentially stressful, busy and fast-paced.
- Extensive public contact.
- Work is performed in an office, conference room, or other environmentally controlled room.
- Requires varied hours due to evening meetings.
- Requires occasional travel outside of the Moab/Grand County area.

Education & Experience

- Must have a Bachelor's degree (Master's degree preferred) in Business or Public Administration or related field.
- A minimum of 3 years of experience in management and administration in local government working with Councils/commissions including direct supervision of professional staff.

Special Requirements

- A twelve-month probationary period is a prerequisite to this position.
- Must possess a valid driver license.
- Successful completion of pre-employment drug screening is required.
- Must successfully pass and maintain criminal history and background check requirements.
- Regularly attends meetings in the evenings.
- Some overnight travel may be required

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Grand County is an EEO/ADA employer.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 7, 2015

Agenda Item: M

TITLE:	Approving a \$10,000 Transfer from the Dental Select Reserve Account Refund to the Grand County Employee Fund
FISCAL IMPACT:	None
PRESENTER(S):	Orlinda Robertson, Human Resources Director

Prepared By:

Orlinda Robertson, PHR,
SHRM-CP, HR Director

FOR OFFICE USE ONLY:

Attorney Review:

None

RECOMMENDATION:

I move to approve \$10,000.00 be withdrawn from the Dental Select Reserve Account refund and deposit these funds into the Grand County Employee Fund, and authorize the Chair to sign all associated documents.

BACKGROUND:

Each year I, as the Human Resource Director, come before the Grand County Council to request budget funding to do small, but special things for the County Employees, such as the Employee Picnic, Holiday Parties, and/or gift certificates for holidays/holiday parties. This year, I would like to request that when the Grand County Clerk/Auditor's Office receives the refund check from Grand County's Dental Select Reserve Account, that \$10,000 be withheld from these funds that will be forwarded to the Cigna Dental/Vision Reserve Account.

At this time, the estimated balance in the Dental Select Reserve Account is \$101,000.00. With our request for a refund, Dental Select will be sending Grand County a check for about \$93,000.00, while maintaining a balance of about \$8,000.00 for any outstanding claims that could still come in. The \$10,000.00 I have requested would be deducted from the \$93,000.00, leaving \$83,000.00 to be forwarded to the Cigna Dental/Vision Reserve Account, which currently has a balance of approximately \$10,000.00. This according to GBS, Grand County's Insurance Broker, would be a more than adequate balance to maintain in our dental/vision reserve account for any extenuating circumstances that may arise.

In approving this transfer of funds, the Employee Fund would be increased from the current balance of \$1,065.00 as of 6/25/2016 to \$11,065.00, which would allow me, as the Human Resources Director, to do a little more for the wonderful staff that we have and appreciate so much.

Typically this insurance money is set aside for the insurance benefits offered to employees, which I understand, but I would like to extend those benefits to tangible things that say thank you to the employees without having to go to the doctor, dentist or optometrist.

Thank you for your consideration.

GRAND COUNTY
COUNTY COUNCIL MEETING
JULY 7, 2015

Agenda Item: N

TITLE:	Approving Proposed Range of Rates to be Submitted to the Utah Recreation Resource Advisory Council (RRAC) for the Sand Flats Recreation Area (SFRA)
FISCAL IMPACT:	General increase in revenue over the next 5 years
PRESENTER:	Andrea Brand, Program Manager

County Attorney
None Requested

Prepared By:
Andrea Brand Program Manager SFRA

RECOMMENDATION:

I move to approve the proposed Range of Rates to be submitted to the Utah Recreation Resource Advisory Council (RRAC) for the Sand Flats Recreation Area and authorize the Chair to sign all associated documents.

BACKGROUND:

Since 1994, The Sand Flats Recreation Area (SFRA) has operated as a financially self-sustaining program under a Cooperative Management Agreement between Grand County and the Bureau of Land Management. Under Amendment 3 of this agreement, Sand Flats must gain approval from the Utah Recreation Resource Advisory Council to amend the SFRA fee schedule.

SFRA proposes a range of rates that may be charged for recreation facilities and services over the next 5 years. This would help avoid having to frequently address the Utah Recreation Resource Advisory Council for minor rate changes in the future. Charges proposed above these rates would require additional approval by the Grand County Council and the Utah RRAC.

The SFRA Stewardship Committee and the Moab BLM support this range of rates.

The cost of providing services has increased steadily since the current rates were established. Since 2009 visitation has increased 27%. More use results in increased wear and tear on roads, trails and facilities. Except for the addition of the Juniper campground in 2004, SFRA has not made major improvements to campground facilities since SFRA campgrounds were created under the AmeriCorps program in 1996.

Comparing SFRA fees and amenities with fees charged by nearby public land agencies, Sand Flats fees are lower for similar amenities.

The Sand Flats Recreation Area current schedule was last amended in 2009. At that time a change was made to the day use fee, and a utility trailer fee was added.

SFRA recommends that the camping fee be changed from \$10 per vehicle, to \$12 to \$15 per vehicle per night. The utility trailer fee would be changed from \$2, to \$3 to \$5 per trailer. The annual pass fee of \$20.00 has not changed since 1998. To keep this fee in line with the trailer fee and

surrounding public lands fees this should be changed from \$20 to \$25. The group campsite rates would need to increase as well to correspond to camping fee changes. See attached SFRA Range of Rates for Consideration. If approved these fees would be phased in over the next 5 years.

Assuming stable use by campers and day use visitors, these rate changes would produce approximately \$115,000 in additional annual revenue for the SFRA program when fully implemented.

ATTACHMENTS:

1. SFRA Proposed Range of Rates
2. Comparable Fees Charged by Nearby Public Land Agencies
3. Amendment 3, Cooperative Management Agreement between U.S. Department of Interior, Bureau of Land Management and Grand County, Utah.

SFRA Potential Range of Rates for Consideration

SFRA proposes a range of rates that may be charged for recreation facilities and services in the next 5 years. This would help avoid having to frequently address the Utah Recreation Resource Advisory Council (RRAC) for minor rate changes. Charges proposed above these rates would require additional approval by the Grand County Council and the Utah RRAC. For clarity the table below also shows current and proposed rates for fall of 2015.

Potential Range of Rates for Consideration				
Site Type or Service	Description	Current rates	Proposed rates for fall 2015	Proposed range of rates for future
Trailer parking	Fee for trailer parking	\$2.00	\$2.00	\$3.00 to \$5.00
Day use for 4-wheeled vehicle	Fee for entry for day use	\$5.00 for 1 day or \$10 for 7 days	\$5.00 for 1 day or \$10 for 7 days	\$5.00 for 1 day or \$10 for 7 days
Day use per person by shuttle, bicycle or motorcycle	Fee for entry for day use	\$2.00 for 1 day or 5.00 for 7 days	\$2.00 for 1 day or \$5.00 for 7 days	\$2.00 for 1 day or \$5.00 for 7 days
Annual pass	Fee for an annual pass for entry for day use	\$20.00	\$20.00	\$25.00
Campground	Fee for camping in developed campsites	\$10.00 per vehicle	\$12.00 per vehicle	\$12.00 to \$15.00 per vehicle
Campsite Initial Reservation Service	Fee to make an initial reservation	\$10.00	\$10.00	\$12.00 to \$20.00
Campsite Reservation Change	Fee to change date or location from initial reservation	\$0.00	\$0.00	\$10.00 to \$20.00
Group Campsite	Fee for camping in group campsite	\$50.00	\$50.00	\$55.00 to \$75.00

Consideration of comparable fees charged by nearby public land agencies

The attached Comparison Table displays current Sand Flats Recreation Area day use and camping fees with those charged by other nearby public land agencies. The chart shows that SFRA fees, which have not been raised since 2009, are generally lower than those charged by other public land agencies.

Competing Public Lands in the Vicinity

The following table summarizes current fees for nearby public lands.

Name	Day Use Rates	Camping Rates
Arches National Park	\$10/ vehicle entry fee for 7 days; \$5/ bicycle, motorcycle fee for 7 days; \$25/ local annual pass for parks in Southeast Utah Group	\$20/ site per night up to 2 vehicles plus Day Use Fee
Canyonlands National Park	\$10/vehicle entry fee for 7 days; \$5/ bicycle fee for 7 days; \$25 local annual pass for parks in Southeast Utah Group	\$15/ site per night up to 2 vehicles plus Day Use Fee
Dead Horse Point State Park	\$10/ vehicle entry fee per day, annual pass to all Utah State Parks \$75	\$25/ vehicle per night; second vehicle is \$13. Discount of \$2 per night with annual pass to all Utah State Parks
Moab BLM	None	\$15/ site per night
Sand Flats Recreation Area	\$5/ vehicle entry fee for 1 day or \$10/ for 7 days; \$2/ bicycle, shuttle, motorcycle entry fee for 1 day or \$5/ for 7 days; annual pass \$20	\$10/ vehicle per night

COOPERATIVE MANAGEMENT AGREEMENT
BETWEEN
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT
AND
GRAND COUNTY, UTAH

PROVIDING FOR PUBLIC SAFETY, RESOURCE PROTECTION,
AND RECREATION MANAGEMENT AND MAINTENANCE
IN THE SAND FLATS RECREATION AREA

AMENDMENT 3 – APRIL 2008

Section II. "Authorities", Part A. "Bureau of Land Management", is expanded by adding an additional, more recent authority for the Bureau of Land Management as a new entry under the previously cited authority as follows:

Federal Lands Recreation Enhancement Act of 2004 (P.L. 108-447), Sec. 6 Cooperative Agreements

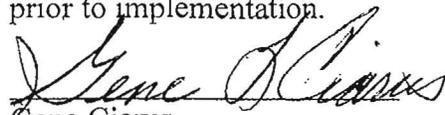
(a) *Fee Management Agreement.*—Notwithstanding chapter 63 of title 31, United States Code, the Secretary may enter into a fee management agreement, including a contract, which may provide for a reasonable commission, reimbursement, or discount, with the following entities for the following purposes:

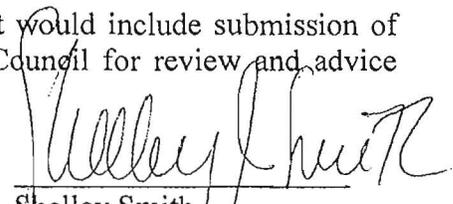
(1) With any governmental or nongovernmental entity, including those in a gateway community, for the purpose of obtaining fee collection and processing services, including visitor reservation services.

(b) *Revenue Sharing.*—A State or legal subdivision of a State that enters into an agreement with the Secretary under subsection (a) may share in a percentage of the revenues collected at the site in accordance with that fee management agreement.

(c) *County Proposals.* – The Secretary shall consider any proposal submitted by a county to provide services described in subsection (a). If the Secretary decides not to enter into a fee management agreement with the county under subsection (a), the Secretary shall notify the county in writing of the decision, identifying the reasons for the decision. The fee management agreement may include cooperative site planning and management provisions.

Operation under the Federal Lands Recreation Enhancement Act would include submission of future fee changes to the Utah Recreation Resource Advisory Council for review and advice prior to implementation.


Gene Ciarus
Chair, Grand County Council


Shelley Smith
Acting Field Manager
Moab Field Office, BLM

Date: 4/4/08 2008

Date: April 1, 2008

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

JULY 7, 2015

Agenda Item: O

TITLE:	Adopting Proposed Resolution Approving an Amended Subdivision Agreement and Acceptance of the Bond for Red Cliff Condominium Planned Unit Development, Postponed from June 16, 2015
FISCAL IMPACT:	None
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

Mary Hofhine,
Community
Development
Department

**FOR OFFICE REVIEW
ONLY:**

Attorney Review:

Complete

RECOMMENDATION:

Move to adopt the resolution approving an amended Subdivision Improvement Agreement and acceptance of the bond for RedCliff Condominium Planned Unit Development, postponed from June 16, 2015 and have the Chair sign all associated documents.

BACKGROUND:

At the Grand County Council meeting of June 16th, the Council asked staff to provide a letter from the Contract County Engineer, Dave Dillman, accepting the cost estimate and the Subdivision Improvement Agreement. Letter is attached.

County Engineer, Dave Dillman of Horrocks Engineering, has reviewed the public infrastructure plans and cost estimates to ensure completion of the required improvements and has recommended a bond in the amount of \$207,662.30. The applicant has provided the surety bond in the recommended amount. The County Clerk has approved the surety for satisfactory guarantee and has been sent to the Attorney for review for form and legality.

ATTACHMENT(S):

1. Horrocks letter of approval.
2. Draft resolution
3. Copy of Subdivision Improvement Agreement
4. Confidential Folder

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



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

June 19, 2015

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

Subject: Red Cliff Condominiums

Dear Mary:

I have reviewed the Opinion of Probable Cost for the Red Cliffs Condominiums submitted by Souder, Miller & Associates dated September 3, 2013 and the follow up inspection letter from Horrocks Engineers dated August 9, 2013. The OPC was accepted after the inspection was made on the site. The inspection letter has multiple items that need to be corrected/finished on the project. Some of the items listed have been completed, but other items are still remaining to be completed.

A request has been made to proceed with additional phases of the project and a bond needs to be in place to complete the items listed on the inspection made by Horrocks Engineers. At this time we feel that the amount on the OPC dated September 3, 2013 is still adequate with an inflation factor added. The Engineering News Record Construction Cost Index has increased 2.6% from June 2013 through September 2014. Per our previous recommendation a 2.6% increase be applied from the original estimate of \$202,399.90 to a new bond amount of \$207,662.30. This bond amount should be adequate to complete the remaining items not yet completed.

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

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in black ink, appearing to read "David Dillman".

David Dillman, P.E.

cc: File

RESOLUTION _____ 2015

**A RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING AN AMENDED SUBDIVISION AGREEMENT
For RED CLIFF CONDOMINIUM PUD**

WHEREAS, Redcliff Developers 2, LLC, (Applicants), are the owners of record of some 5.10 acres of real property located within Government Lots 73 & 74 Section 21, T26S, R22E, SLM, Grand County, Utah;

WHEREAS, the Grand County Council granted approved to the RedCliff Condominiums PUD Final Plat, required bond and financial guarantee and security to ensure completion of the required improvements on March 6th, 2006, in accordance with Ordinance #448-2007;

WHEREAS, the Applicants completed two (2) buildings of the approved RedCliff Condominium PUD Final Plat in 2008 and associated public infrastructure;

WHEREAS, the Applicants are prepared to complete the project, to include all public infrastructure approved by the County and four (4), twelve (12) unit condominium buildings and accessory structures;

WHEREAS, the County Engineer has reviewed the public infrastructure plans and cost estimates to ensure completion of the required improvements, and has recommended a bond in the amount of \$207,662.30;

WHEREAS, the County Council has considered all evidence and testimony presented with respect to the Amended Subdivision Improvement Agreement and required guarantee in form of a surety bond;

WHEREAS, the County Clerk has certified that the surety bond is satisfactory guarantee of the County and the County Attorney has approved the surety bond as to form and legality.

NOW, THEREFORE, BE IT RESOLVED that Grand County Council does hereby approve the RedCliff Condominium PUD Amended Subdivision Improvements Agreement; and the required bond and financial guarantee and security to ensure completion of the required improvements, in the amount of \$207,662.30; all as presented.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 7th day of July 2015, by the following vote:

Those voting aye: _____
Those voting nay: _____
Those absent: _____

ATTEST:

GRAND COUNTY COUNCIL

Diana Carroll, Clerk\Auditor

Elizabeth A. Tubbs, Chairman

AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT

REDCLIFF CONDOMINIUM SUBDIVISION

THIS AGREEMENT, dated this ____ day of June, 2015, between the COUNTY COUNCIL OF GRAND COUNTY, UTAH (hereinafter referred to as "COUNTY") and Redcliff Developers 2, LLC (hereinafter referred to as "SUBDIVIDER").

WHEREAS, SUBDIVIDER has submitted to the COUNTY for approval and execution a final plat designated RedCliff Condominium and dated March 6, 2007 hereinafter referred to as "the Plat" or "the Subdivision"); and

WHEREAS, the COUNTY has fully considered said plat, the proposed development and the improvements of the land therein and the effect on the neighboring properties by reason of the proposed development on March 6, 2007; and

WHEREAS, the COUNTY will be amending the bonding for the construction of the next phase of the development; and

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

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

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

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

WHEREAS, it is further mutually acknowledged that the COUNTY is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed to by the SUBDIVIDER, and

in that regard the Statutes of the State of Utah pertaining to COUNTY planning and the existing ordinances of Grand County, State of Utah, pertaining to Subdivision Improvements Agreements provide that the collateral used as security for the construction of the agreed upon Required Improvements may include cash, bond, irrevocable letter of credit, or other collateral acceptable to the County Council; and

WHEREAS, SUBDIVIDER has submitted and the COUNTY has agreed to accept Surety Bond as the form of collateral to guarantee the Required Improvements, as specified in RedCliff Condominium Construction Improvement Plans, dated February 2007, which is incorporated herein by this reference.

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

IMPROVEMENTS TO BE COMPLETED

SUBDIVIDER agrees to construct the Required Improvements as specified in Construction improvement plans RedCliff Condominiums, dated February 2007 consistent with the requirements of the County Council, the *Grand County Land Use Code*, and the *Grand Construction Standards* and other applicable laws, rules and regulation.

COLLATERAL

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

RELEASE OF (BOND) OR OTHER GUARANTEE

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

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

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

Upon receipt of the application, the COUNTY, or its agent, shall inspect the Required Improvements, both those completed and those uncompleted. If the COUNTY determines from the inspection that the Required Improvements shown on the application have been completed, as provided herein, a portion of the collateral supporting the commitment guarantee shall be released. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the total amount of the collateral:

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

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

TIME OF COMPLETION

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

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

DEFAULT

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

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

REMEDIES

In the event of default, the COUNTY may draw on (withdraw funds from) the commitment guarantee. The COUNTY will have the right, but no obligation, to complete the Required Improvements itself or contract with a third party for completion, and the SUBDIVIDER hereby warrants that in the event of default, the COUNTY, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the subdivision for the purposes of construction, maintaining, and repairing such Required Improvements. Alternatively, the COUNTY may assign the proceeds of the guarantee to a subsequent SUBDIVIDER or lender

who has acquired the Subdivision, or a portion thereof, by purchase, foreclosure, or otherwise who will then have the same rights of completion as the COUNTY, if and only if, the subsequent SUBDIVIDER or lender agrees in writing to complete the unfinished Required Improvements.

COLLATERAL PROCEEDS

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

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

RECORDING

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

MISCELLANEOUS

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

GRAND COUNTY COUNCIL

Elizabeth Tubbs, Chair

PROPERTY OWNER



Redcliff Developers 2, LLC
Brad J Mikesell, Manager

ATTEST:

Diana Carroll, Clerk/Auditor

State of Utah)
)
County of Grand}

Subscribed and sworn to before me on this _____ day of _____, 2015 by

_____.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 7, 2015

Agenda Item: P

TITLE:	Approving Proposed Request for Qualifications and Funding for Architectural Concept Design Services for Terminal Upgrades at Canyonlands Field
FISCAL IMPACT:	Approximately \$15,000 from Airport Fund 56 (unbudgeted)
PRESENTER(S):	Judd Hill, Airport Manager

Prepared By:

Judd Hill
Airport Manager

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed Request for Qualifications and funding of \$15,000 from Airport Fund 56 for Architectural Concept Design Services for Terminal Upgrades at Canyonlands Field and authorize the Chair to sign all associated documents.

BACKGROUND:

As previously discussed during the June 16th, 2015 County Council meeting, our goal is to pursue C.I.B. funding in the upcoming months to enhance our current airport terminal facility in order to facilitate the increased number of travelers that will be associated with transitioning the airport to commercial jet service. There are three specific areas of our terminal that need upgrading: 1) sterile area seating with restrooms, 2) terminal/lobby restrooms, and 3) terminal seating/baggage collection. We would prefer to plan on any construction to occur during the same period when the runway is closed for upgrade construction (Winter of 2016-2017).

The first step that needs to be completed prior to the C.I.B. grant application will be is to fund architectural design services. These design services were not anticipated in the fall of 2014, and thus were not included in the 2015 budget.

See attached request for qualifications and scope of work.

ATTACHMENT(S):

- 1) Scope of Work/Request for Qualifications for terminal architectural designs

Canyonlands Field Airport Terminal Building Expansion

REQUEST FOR QUALIFICATIONS

Grand County is now accepting qualifications for Professional Architectural Services for the remodel and expansion of the present terminal building at Canyonlands Field Airport. Project to include, but not limited to, designs and schematics related to an extensive remodel and renovation of the existing Grand County Building.

All submittals of qualifications must be no later than 12:00 p.m. on Monday, August 10, 2015 to Grand County Clerk's Office, 125 E. Center St., Moab, UT 84532.

Grand County reserves the right to reject any and all submittals or waive any informality or technicality.

More information can be obtained on the County Website www.grandcountyutah.net

For further information, please contact: Judd Hill, Airport Manager, Canyonlands Field Airport, (435) 259-4849, jhill@grandcountyutah.net

BACKGROUND

Grand County's Airport, Canyonlands Field, is in need of new facilities for commercial aviation. Current terminal facilities are at their max capacity and are not capable of providing the needed space that will be required for current expansion. Grand County Airport is seeking qualified Architects to help them design a new facility utilizing an existing building. This building will include:

1. Expanded space in the 'sterile' (post-security screening area), including restrooms
2. Expanding existing bathrooms in the terminal
3. Expanding the lobby area of the terminal to accommodate more seating, as well as baggage collection

The intent of this RFQ is to have the Architects under consideration specifically address the services required and provide a well-considered proposal for those services.

The owner is looking for a "turnkey" approach, where the architecture firm will provide the following (not listed in order of preference):

1. A conceptual plan for the building, including some site development work.
2. Recommendations relative to the installation of different building systems (e.g., HVAC, Solar etc..).
3. Specific conceptual drawings and detailed engineering and construction drawings that will serve as the basis for both bidding and construction by a general contractor.
4. Help with selection of construction firms that should be given an opportunity to bid on the project.
5. Preparation of necessary bid documents to be sent to construction firms for the project.
6. Review of the bids received to assess the relative merits of each and assist the owner in awarding the contract.
7. Regular site observations of the contractor and subcontractors during the construction phase, and

sign off on construction drawings to assure that scheduled payments are made, with appropriate holdbacks, when predetermined work has been completed.

8. Assistance, where necessary, with the government approval process (i.e., permits).

9. Final sign-off on the project, assuring that the final project represents what was originally conceptualized and captured in the working drawings.

As this request for qualifications covers new construction and renovations and additions to an existing building, please answer the questions providing information to support new construction, additions, and renovations.

1. Provide the following information:

- a. Name of firm
- b. Complete address
- c. Contact person
- d. Telephone number
- e. Fax number
- f. Internet address
- g. E-mail address

2. Provide a General Statement of Qualifications that responds to the project background information given above.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

JULY 7, 2015

Agenda Item: Q

TITLE:	Approving Proposed Billboard Lease Agreement with Skydive Canyonlands
FISCAL IMPACT:	\$4,560.00/yr revenue
PRESENTER(S):	Judd Hill, Airport Manager

Prepared By:

Judd Hill
Airport Manager

FOR OFFICE USE ONLY:

Attorney Review:

Boilerplate previously
approved

RECOMMENDATION:

I move to approve the proposed billboard lease agreement with Skydive Canyonlands and authorize the Chair to sign all associated documents.

BACKGROUND:

All established businesses at Canyonlands Field Airport were informed in writing of the availability of billboard spaces for rent on the Airport property. Per direction of the Airport Board, businesses were given time to submit in writing their intent to utilize one of the available advertisement spaces.

Since more than one company wanted to use the same billboard, both companies that had submitted letters of intent were given additional time to submit a bid for the billboard.

The highest bid was submitted by Skydive Canyonlands/Robert 'Paul' Gray.

The Airport Board voted favorably on this item at the August 6th, 2015 regularly scheduled meeting.

ATTACHMENT(S):

1) Skydive Canyonlands Billboard Lease Agreement

BILLBOARD LEASE at CANYONLANDS FIELD

THIS LEASE made effective this 7th day of July, 2015, by and between **Grand County** whose address is 125 E. Center Street, Moab, UT 84532 (hereinafter referred to as "Lessor"), and **Skydive Canyonlands/Robert 'Paul' Gray** (hereinafter referred to as "Lessee");

WITNESSETH

THAT WHEREAS, Lessor is the owner of a certain billboard structure located at Canyonlands Field (hereinafter referred to as the "Billboard");

AND WHEREAS, LESSEE, is desirous of renting said BILLBOARD, under the terms and conditions herein contained, for the purpose of maintaining a sign of the **South** facing side billboard that is approximately 8' x 24' located approximately 300 yards to the south of the Canyonlands Field Airport entrance, W. Aviation Way, thereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

I. GRANT

Lessor hereby leases to Lessee the South face of the BILLBOARD (which face is visible to North bound traffic on U.S. 191), and in consideration of the timely payment of rent, agrees to provide certain services in connection therewith.

II. TERM

This lease shall commence on July 7th, 2015, and shall continue thereafter until July 7th, 2016. An additional one or two years of this contract, for a total term of 3 years, may be requested provided that the request is submitted more than 30 days prior to July 7th, 2016.

III. RENT

Lessee agrees to pay Lessor the sum of \$4560.00/year as rent for the full term hereof, payable in advance in equally monthly installments of \$380.00 which shall be due on or before August 1st, 2015 and every month without notice until expiration of this Agreement. Said monthly installments shall be payable at the office of Lessor stated above, or at such other address as Lessor may hereafter designate in writing.

IV. INITIAL CONSTRUCTION, MAINTENANCE

Lessee agrees to use existing flex. Thereafter and during the term hereof, Lessor shall maintain the billboard structure. Billboard **signage/display** will not be maintained by Lessor. The term "maintain" as used herein shall include periodic inspection and equipment servicing, but shall not require the Lessor to repair or reconstruct the BILLBOARD *display* under natural disasters.

V. CHANGES IN DESIGN

Nothing herein shall require Lessor, at its expense, to alter or change the design of the sign at any time during the term of this Agreement. Any changes or alternations in the design of the sign requested by Lessee in writing shall be made at Lessee's sole and exclusive expense.

VI. SUBSTANTIAL DESTRUCTION

In the event the structure of the BILLBOARD is totally or substantially destroyed during the term hereof. Lessor may, at its sole option:

1. Declare this Lease terminated, in which case Lessor shall refund a pro rata share of any advance rentals received which were unearned at the time of such destruction; or
2. Rebuild the BILLBOARD and Lessee's sign, in which case the rent due hereunder shall abate from the time of destruction until completion of reconstruction, and the term of this Lease shall be extended by a period of time equal to the time rent was abated pursuant to this paragraph.

VII. PERSONAL PROPERTY

The sign *display* of Lessee shall at all times be deemed personal property, and shall not by reason of attachment or connection to any real estate become or be deemed a fixture of appurtenance to such real estate, shall at all times be severable from the realty, and shall remain at all times the personal property of Lessor free and clear of any claims of Lessee or Lessee's creditors. Upon the termination of the lease, or any extension hereof or upon default by the Lessee, Lessor shall have the absolute right to remove the sign from the premises upon which it is installed.

VIII. DEFAULT

Lessee shall be in default if it fails to pay any installment of rent when due or otherwise breached any term of condition hereof. Upon default, Lessor may, at its sole option, accelerate the sums due hereunder and declare them immediately due and payable. Lessor's obligations under this Agreement shall be suspended during any period of default by Lessee, and Lessor shall have the right to take possession of and remove Lessee's sign.

IX. NOTICE

All notices, requests, demands and other communications under this Agreement shall be in writing, and shall be deemed to have duly given on the date of service if served personally on the party to whom notice is to be give, or five (5) days after mailing if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:

LESSOR:

Grand County
Attn: Judd Hill
Canyonlands Field Airport Manager
125 E. Center Street
Moab, UT 84532

LESSEE:

Skydive Canyonlands
Attn: Robert "Paul" Gray
577 Bittle Ln. #3
Moab UT 84532
(408) 835-8865

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with laws of the State of Utah and Grand County. In the event a court of competent jurisdiction holds any provision of this Agreement

unenforceable or invalid for any reason, this Agreement shall be enforced as if such invalid or unenforceable provision were not a part thereof.

XI. VENUE

Any action brought under this Agreement shall be brought in Grand County, State of Utah.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Parties hereto pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreement, representations and understandings of the Parties, whether written or oral, except as incorporated herein. No supplement, modification or amendments of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver for any other provision, whether or not similar, nor shall in any way constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making such waiver.

XIII. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties and their lawful heirs, assigns and successors; provided, however, that Lessee's interests herein may not be assigned, transferred or sublet without the express written consent of Lessor, which consent shall not be unreasonable withheld.

XIV. ATTORNEY'S FEES

In the event of any action or proceeding brought by either party against the other under this Agreement the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding.

IN WITNESS WHEREOF,

Lessor: Grand County

Elizabeth A. Tubbs (Council Chair)

Lessee: Skydive Canyonlands

Robert 'Paul' Gray (Owner)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

JULY 7, 2015

Agenda Item: R

TITLE:	Approving Proposed Title V ROW application to the Bureau of Land Management for County road # 355.(AKA Taylor Canyon)
FISCAL IMPACT:	Maintenance
PRESENTER(S):	Bill Jackson, Road Supervisor

Prepared By:

Bill Jackson
Grand County Road
Supervisor.
bjackson@grandcounty
utah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the Right of Way application for County road 355 and authorize the Chair to sign all associated documents.

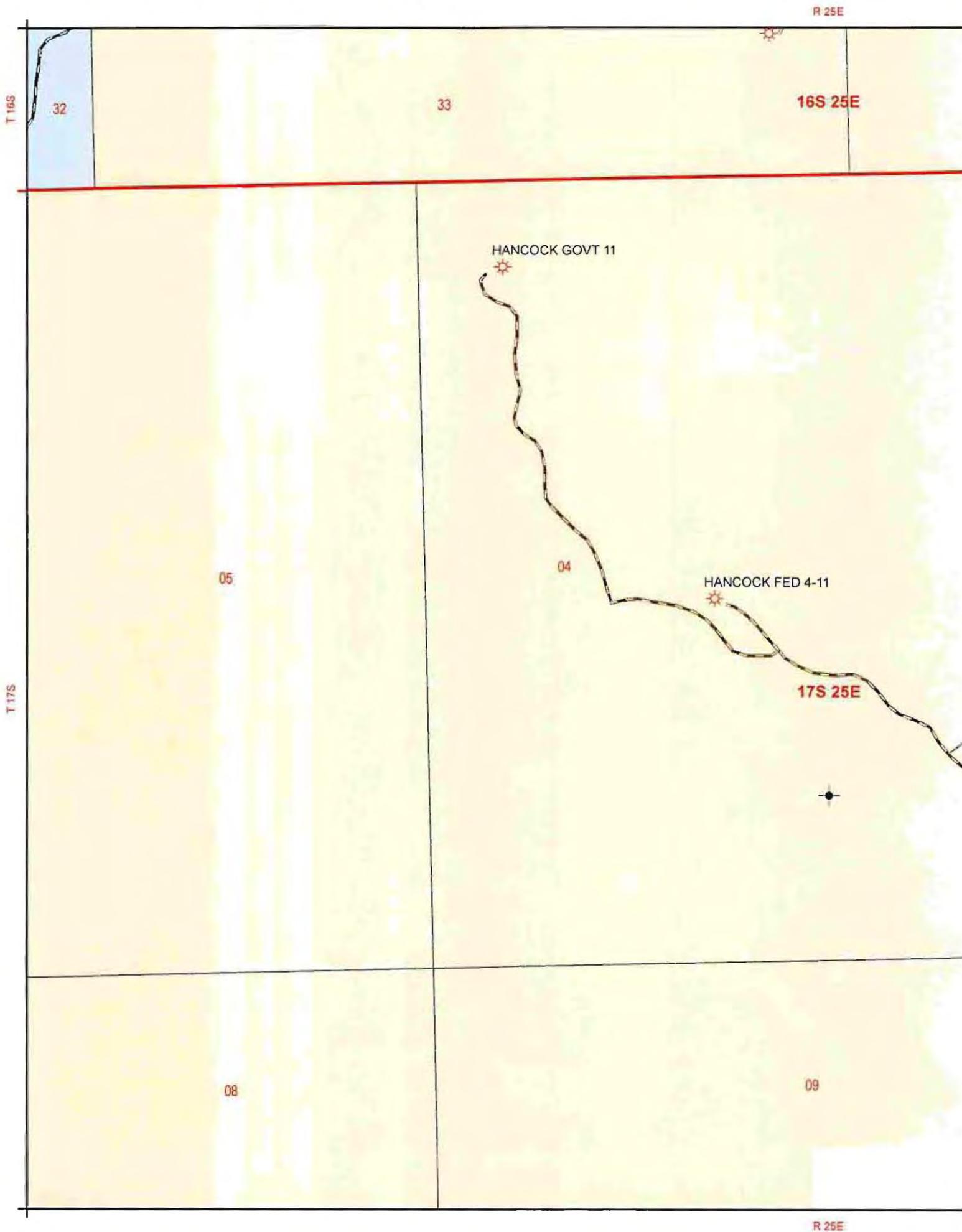
BACKGROUND:

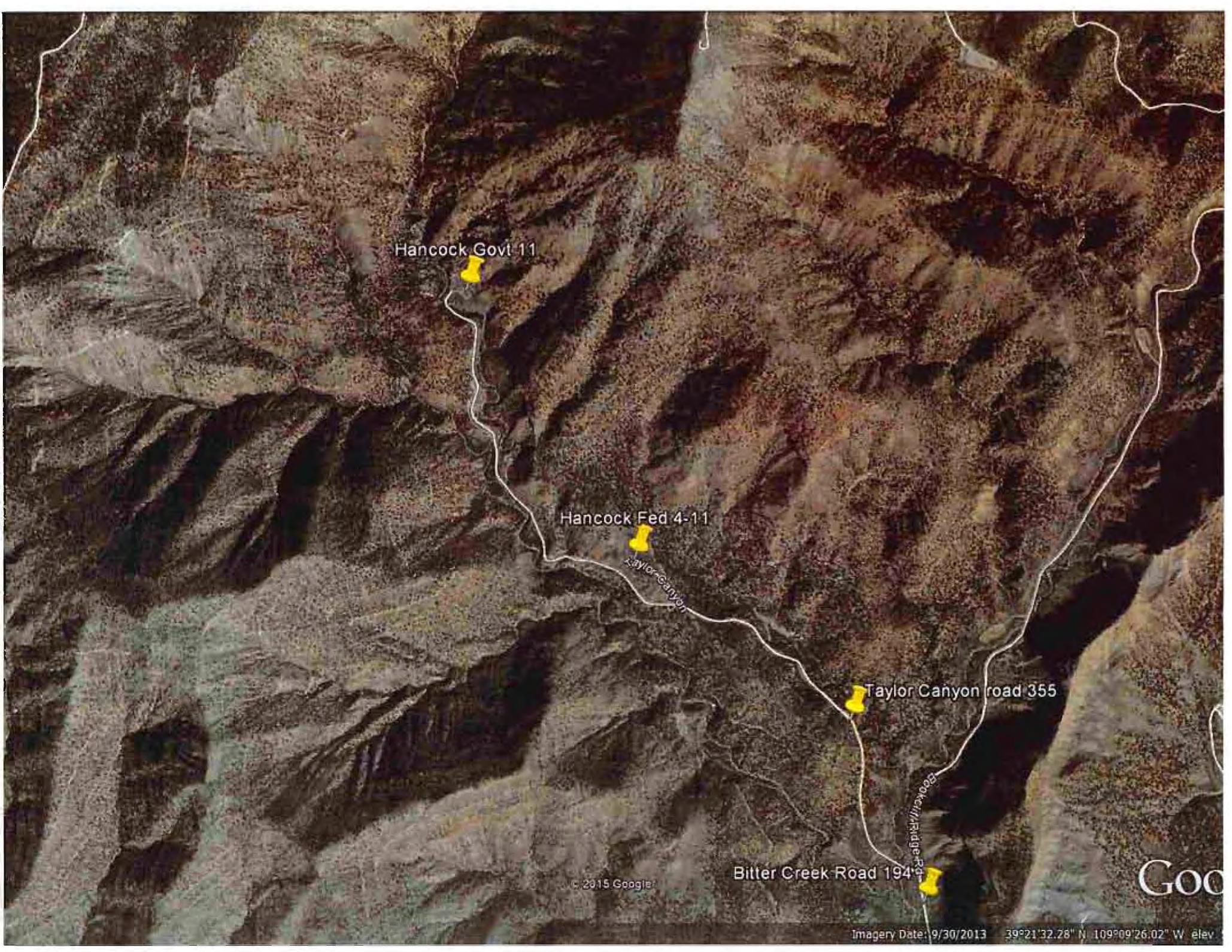
County road 355 is an RS 2477 road and is on Grand County's travel plan. The County designated it a Class B road and took maintenance responsibilities some time after drilling permits were approved. Road 355 provides access to Taylor Canyon, Hancock Govt 11 and Hancock Fed 4-11 well locations. The operator has given sundry notice to plug and abandon these wells. The operator is required to reclaim all disturbance associated with their operation of these wells. This road has been identified to have other users such as, Hunters, rock hounds, sightseeing, Ohv as well as livestock operations. County road 355 bears north west from the intersection of County Road 194 for approximately 1.30 miles.

ATTACHMENT(S):

1. Maps

Burton Hancock - Federal 4-11 & Hancock Govt 11





Hancock Govt 11

Hancock Fed 4-11

Taylor Canyon road 355

Bitter Creek Road 194

© 2015 Google

Imagery Date: 9/30/2013 39°21'32.28" N 109°09'26.02" W elev.

GOO

RESOLUTION NO. _____

**A RESOLUTION OF THE GRAND COUNTY COUNCIL
ADOPTING FINAL 2015 TAX RATES:**

WHEREAS, the Council of Grand County by resolution need to adopt a tax rate that appears to be sufficient to support the General Fund, Grand County Library Fund and Debt Funds for the calendar year 2015.

NOW THEREFORE, BE IT RESOLVED that the Governing Body of Grand County approves the following property tax rates and revenue for 2015:

Fund/Budget Type	Revenue	Tax Rate
General Operations	\$ 2,603,260	.001797
Library	\$ 662,042	.000457
Library Bond	\$ 160,802	.000111
Multicounty Assessing & Collecting	\$ 17,384	.000012
Total	\$ 4,102,634	.002832
Grand County Bond	\$ 186,585	.000129

Passed and adopted by action of the Governing Body of Grand County, Utah in open session this 7th day of July, 2015.

ATTEST:

SIGNED:

Diana Carroll
Grand County Clerk/Auditor

Elizabeth A Tubbs,
Grand County Council Chair



Utah State Tax Commission
Property Tax Division
2015 New Growth Detail By Property Type
1010 GRAND

New Growth Calculation Details - By Property Type

	REAL	PERSONAL YEAR-END	CENTRALLY ASSESSED	TOTAL
CURRENT-YEAR VALUE - NOT ADJUSTED	\$1,033,437,802	\$57,614,032	\$480,272,793	\$1,571,324,627
LESS:				
REAPPRAISAL	\$18,918,667			\$18,918,667
FACTORING	-\$136,638			-\$136,638
COURT / LEGIS	-\$1,906,498			-\$1,906,498
SCME				\$0
CY VALUE - ADJUSTED	\$1,016,562,271	\$57,614,032	\$480,272,793	\$1,554,449,096
PRIOR-YEAR VALUE YEAR-END	\$993,396,090	\$42,271,227	\$446,546,526	\$1,482,213,843
LESS:				
SCME				
PY VALUE - ADJUSTED	\$993,396,090	\$42,271,227	\$446,546,526	\$1,482,213,843
NEW GROWTH BEFORE CDRA	\$23,166,181	\$15,342,805	\$33,726,267	\$72,235,253
CDRA VALUE ADJUSTMENT (REAL & CA VALUE COMBINED)				
CDRA CURRENT-YEAR		\$0		\$0
LESS:				
CDRA PRIOR-YEAR YEAR-END	\$0	\$0		\$0
CDRA NEW GROWTH	\$0	\$0		\$0
CALCULATED NEW GROWTH	\$23,166,181	\$15,342,805	\$33,726,267	\$72,235,253
5 YEAR AVERAGE COLLECTION RATE				93.36%
CTR NEW GROWTH (CALC NG * 5 YR AVG COLL RATE)				\$67,438,832



Certified Tax Rates



Welcome: dcarroll

Home | Logout | Control

View	Data Entry	Reports	Forms	Maintenance	Administration
------	------------	---------	-------	-------------	----------------

County 10_GRAND

Entity 1010_GRAND

Tax Year

2015

Rate Detail

Auditor Data Entry Completed	Treasurer Data Entry Completed	BOE is Calculated	Collection Rate is Calculated	Assessor Data Entry Completed	Proposed Rate Entered	USTC Approves Date	Rates Finalized
------------------------------	--------------------------------	-------------------	-------------------------------	-------------------------------	-----------------------	--------------------	-----------------

	Current	Prior Year End	CY - PYE	% Change	Certified Tax Rate Value Adjustments		Value Adj	
Real	1,033,437,802	993,396,090	40,041,712	4.03%	BOE Adjustment	19,621,342	Reappraisal	18,918,667
Personal*	57,614,032	42,271,227	15,342,805	36.30%	CY Value Adj by BOE	1,551,703,285	Factoring	-136,638
Central	480,272,793	446,546,526	33,726,267	7.55%	5 Year Avg Coll Rate CYPYE	93.36 / 93.26	Legislative Adj	-1,906,498
Total Value	1,571,324,627	1,482,213,843	89,110,784	6.01%	Proposed Tax Rate Value	1,448,670,187	Total Value Adj	16,875,531
CDRA R/CA	0	0	0	0.00%			Annex Adj	
CDRA Personal*	0	0	0	0.00%	New Growth Calculated	72,235,253	Annex In	0
Total CDRA	0	0	0	0.00%	5 Year Avg Coll Rate CY	93.36	Annex Out	0
Semiconductor*	0	0	0	0.00%	New Growth CIP Calculation	67,438,832	Accounting Period	
Total Value-CDRA-SCME	1,571,324,627	1,482,213,843	89,110,784	6.01%	Certified Tax Rate Value	1,381,231,355	Cycle	Calendar

* "Personal" and "CDRA Pers" show Year-End values only and are one year earlier than Real and Centrally Assessed values.

NOTES

Budget Code	Budget Name	Adjusted PYE Budgeted Revenue	Redemption Difference	Calculated Certified Tax Rate	PYE Tax Rate	% Change	Certified Rate Revenue	Auditor's Certified Tax Rate	Auditor's Certified Rate Revenue	Proposed Tax Rate	Calculated Budgeted Revenue
10	General Operations	2,481,493	-25,027	0.001797	0.001806	-0.50 %	2,603,260	0.001797	2,603,260	0.001797	2,603,260
30	Library	631,642	2,197	0.000457	0.000466	-1.93 %	662,042	0.000457	662,042	0.000457	662,042
190	Discharge of Judgement	0	0	0.000000	0.000000		0		0		0
580	Library Bond	160,396	104	0.000000	0.000118		0		0	0.000111	160,802
950	Multicounty Assessing & Collecting	16,834	848	0.000012	0.000013	-7.69 %	17,384	0.000012	17,384	0.000012	17,384
955	County Assessing & Collecting	628,711	1,047	0.000455	0.000463	-1.73 %	659,145	0.000455	659,145	0.000455	659,145
		3,919,076	-20,831	0.002721	0.002866	-2.96 %	3,941,831	0.002721	3,941,831	0.002832	4,102,634

Year	Current Year Real	Year End Real	Real Amount Change	Real Percent Change	Current Year Personal	Year End Personal	Personal Amount Change	Personal Percent Change	Current Year CA	Year End CA	CA Amount Change	CA Percent Change
2014	996,409,182	993,396,090	3,013,092	0.302400 %	42,271,227	57,614,032	-15,342,805	-36.296100 %	446,427,683	446,546,526	-118,843	-0.026600 %
2013	985,708,736	978,258,798	7,449,938	0.755800 %	42,671,246	42,271,227	400,019	0.937400 %	375,972,970	363,148,829	12,824,141	3.410900 %
2012	944,834,806	925,444,077	19,390,729	2.052300 %	46,184,245	42,671,246	3,512,999	7.606500 %	330,284,180	323,086,291	7,197,889	2.179300 %
				1.036833 %				-9.250733 %				1.854533 %

View Data Entry Reports Forms Maintenance Administration

County 10 GRAND

Entity 6030 GRAND COUNTY BOND

Tax Year

2015

Rate Detail

Auditor Data Entry Completed	Treasurer Data Entry Completed	BOE is Calculated	Collection Rate is Calculated	Assessor Data Entry Completed	Proposed Rate Entered	USTC Approves Data	Rates Finalized
------------------------------	--------------------------------	-------------------	-------------------------------	-------------------------------	-----------------------	--------------------	-----------------

	Current	Prior Year End	CY - PYE	% Change	Certified Tax Rate Value Adjustments		Value Adj	
Real	1,033,437,802	993,396,090	40,041,712	4.03%	BOE Adjustment	19,664,566	Reappraisal	18,918,667
Personal*	57,614,032	42,271,227	15,342,805	36.30%	CY Value Adj by BOE	1,551,660,061	Factoring	-136,638
Central	480,272,793	446,427,093	33,845,700	7.58%	5 Year Avg Coll Rate CY/PYE	93.37 / 93.27	Legislative Adj	-1,906,498
Total Value	1,571,324,627	1,482,094,410	89,230,217	6.02%	Proposed Tax Rate Value	1,448,784,999	Total Value Adj	16,875,531
CDRA R/CA	0	0	0	0.00%			Annex Adj	
CDRA Personal*	0	0	0	0.00%	New Growth, Calculated	72,354,686	Annex In	0
Total CDRA	0	0	0	0.00%	5 Year Avg Coll Rate CY	93.37	Annex Out	0
Semiconductor*	0	0	0	0.00%	New Growth, CTR Calculation	67,557,570	Accounting Period	
Total Value-CDRA-SCME	1,571,324,627	1,482,094,410	89,230,217	6.02%	Certified Tax Rate Value	1,381,227,429	Cycle	Calendar

* "Personal" and "CDRA Pers" show Year-End values only and are one year earlier than Real and Centrally Assessed values.

NOTES

Budge Code	Budget Name	Adjusted PYE Budgeted Revenue	Redemption Difference	Calculated Certified Tax Rate	PYE Tax Rate	% Change	Certified Rate Revenue	Auditor's Certified Tax Rate	Auditor's Certified Rate Revenue	Proposed Tax Rate	Calculated Budgeted Revenue
20	Interest and Sinking Fund/Bond	200,272	0	0.000000	0.000147		186,585		186,585	0.000129	186,585
		200,272	0	0.000000	0.000147		186,585	0.000000	186,585	0.000129	186,585

Year	Current Year Real	Year End Real	Real Amount Change	Real Percent Change	Current Year Personal	Year End Personal	Personal Amount Change	Personal Percent Change	Current Year CA	Year End CA	CA Amount Change	CA Percent Change
2014	996,409,182	993,396,090	3,013,092	0.302400 %	42,271,227	57,614,032	-15,342,805	-36.296100 %	446,427,683	446,427,093	590	0.000100 %
2013	985,708,736	978,258,798	7,449,938	0.755800 %	42,671,246	42,271,227	400,019	0.937400 %	375,972,970	363,148,829	12,824,141	3.410900 %
2012	944,834,806	925,444,077	19,390,729	2.052300 %	46,184,245	42,671,246	3,512,999	7.606500 %	330,284,180	323,086,291	7,197,889	2.179300 %
				1.036833 %				-9.250733 %				1.863433 %

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 7, 2015

Agenda Item: T

TITLE:	Establishing a Council Study Committee to Draft Proposed Amendments to the Policies & Procedures of the Governing Body for Council Consideration
FISCAL IMPACT:	None
PRESENTER(S):	Ruth Dillon, Council Administrator

Prepared By:

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

FOR OFFICE USE ONLY:
Attorney Review:

N/A

RECOMMENDATION:

I move to establish a Study Committee consisting of Council Member _____, Council Member _____, and Council Member _____ for the purpose of drafting proposed amendments to the Policies and Procedures of the Governing Body for Council consideration.

BACKGROUND:

The Policies and Procedures of the Governing Body are the County Council's bylaws. The last formal review and approval of amendments was made December 15, 2009 by Resolution No. 2914. On February 5, 2013, the Council approved amendments to Section I-3, "Council Meeting Dates and Times" to begin the County Council Meetings at 4:00PM for one session only per meeting and Section K-1, "Order of Business" to revise the order of the agenda.

Later that year, the Council Administrator drafted additional proposed amendments, some which were discussed in Council workshops of September 10 and October 29, 2013. No further action has been taken as these workshops were displaced by the Public Lands Initiative workshops.

Section H of the Policies and Procedures states:

1. Establishment of a Study Committee.

From time to time, the Council may choose to appoint a committee of its Members for the purpose of researching, reviewing and recommending to the Governing Body action on particular issues, problems, and areas of interest. Committees are not executive bodies, and the Committee Chair has no executive authority. The governing Body may however, from time to time, authorize the committees to undertake specific tasks and make specific agreements. While other Council Members are not obligated to vote according to committee recommendations, the work of the committees shall be respected.

2. Study Committee Representation.

Committees shall not consist of more than three (3) Members. (Per the Policies & Procedures, 'Member' means the Chair and Council Members acting individually.)

Section D of the Policies and Procedures states that "the Chair may, at his/her discretion, oversee the membership and proper functioning of the Council Study Committees." Section E states that "the Council Administrator shall attend and participate in Study Committee Meetings."

ATTACHMENT(S): none

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 7, 2015

Agenda Item: U

TITLE:	Approving Appointment to the Recreation Special Service District Board
FISCAL IMPACT:	None
PRESENTER(S):	Council Member Baird, Council Liaison to the Board

Prepared By:

Kaleigh Welch
Council Office
Coordinator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of David Adams to serve on the Recreation Special Service District Board, with term expiring 12/31/2018 and authorize the Chair to sign all associated documents.

BACKGROUND:

The Recreation Special Service District Board met in an open meeting and reviewed two applications submitted for one open vacancy as of January 2015. The Board voted to forward the recommendation of applicant David Adams to the County Council for appointment, with term expiring 12/31/2018.

Other applications received:
Joshua Green

Resolution No. 3007 establishes a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2016.

ATTACHMENT(S):

1. Board recommendation
2. Applications received

June 17, 2015

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

Re: Grand County Recreation Special Service District No. 1- Board Recommendation Letter

Dear Grand County Council Members:

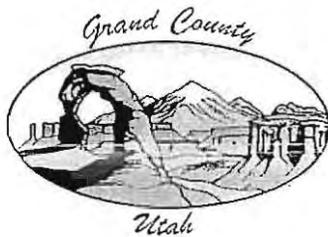
The Grand County Recreation Special Service District No. 1 received 2 applications for 1 open vacancies. The Grand County Recreation Special Service District No. 1 met on June 17th, 2015 and interviewed both candidates, Josh Green and David Adams.

On June 17th, 2015, the Grand County Recreation Special Service District No. 1 met in an open meeting and voted unanimously to recommend to Council, David Adams term ending 12/31/2016. The board was deeply impressed with both candidates and found the decision a difficult one.

Thank you,

Kathy Wilson

Board Chair



Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Position Applied For: Recreation SSD

Name: David Adams

Address: 1336 Red Valley Ct

City: Moab State: UT ZIP Code: 84532

Day Phone: 435-327-2880 Email Address: cojcep84@yahoo.com

In what year did you establish your current residency in Grand County? 2004

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) _____

Occupation or professional training: B.S. In History Teaching and Recreation Management

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

When I first moved to Moab I worked as a tour guide for two years doing land tours which greatly familiarized me with the area, and national parks. After that, I got a job at the highschool teaching history, geography, government, and debate.

With in a few months of me moving to Moab I became the Land Use Officer

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

For the Red Rock 4-wheelers. This position requires that I work closely with the BLM, SITLA, and Park Service both for getting permits and involvement with land policy decisions such as the 2008 RMP.

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: _____

Date: 5-7-15



Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Position Applied For: Rec.

Name: John K. Green

Address: 16 Desert Winds Dr.

City: Moab State: UT ZIP Code: 84532

Day Phone: 260-8374 Email Address: gojoshgreen@gmail.com

In what year did you establish your current residency in Grand County? 1980

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) _____

Occupation or professional training: _____

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

worked for UDOT, overseeing federal & state projects.
Volunteer for Moab Cowboy, an offroad business that
uses Jeep Safari related permits.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Treasurer of La Sal Lodge #30, Moab, UT.

Member of Board of Trustees for Community Church of Moab

Multiple leadership positions in career & personal life

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: _____



Date: _____

5/11/15

CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 7, 2015

Consent Agenda Item: V-Y

TITLE:	<p>V. Ratifying 2014 Chair's Signature on a Building Permit Application Waiver for Utility Upgrades for the Helicopter Pad at the Emergency Operations Center</p> <p>W. Approving Proposed Letter of Support for the Moab Boulder Park Project</p> <p>X. Approving Proposed Application for the Annual Emergency Management Performance Grant (EMPG) for FY2015</p> <p>Y. Ratifying the Chair's Signature on a Beer Tax Funds Plan for Funding for Alcohol and/or Substance Abuse-Related Projects and Programs for State Fiscal Year 2016</p>
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:
KaLeigh Welch
Council Office Coordinator
435-259-1346
kaleighwelch@grandcountyutah.net

FOR OFFICE USE ONLY:
Attorney Review:
N/A

RECOMMENDATION:

I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

BACKGROUND:

See corresponding agenda summary, if any, and related attachments.

ATTACHMENT(S):

See corresponding agenda summary, if any, and related attachments.



BUILDING PERMIT APPLICATION
CITY OF MOAB – GRAND COUNTY, UTAH
 125 E CENTER ST • MOAB, UT 84532
 CALL 435-259-4134 TO SCHEDULE INSPECTIONS

Agenda Item: ✓



Building Address: 2600 S Hwy 191	Receipt Number: N/A	Date Issued: 07-30-14	Permit Number: 7605
Subdivision (not required):	<input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> County	<input type="checkbox"/> Castle Valley	Utah State # GRA 140730002
Assessor's Parcel #:	<input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial	Valuation: \$ 5,000.00	
PERMITEE/OWNER	Name: GRAND COUNTY	Building SF:	Building Fees: \$ 141.00
	Mail Address: EOC HELIPAD	Rough Basement SF:	Plan Check Fees: \$ 47.00
	City/State/ZIP:	Finish Basement SF:	Impact Fee: \$
	Email:	Covered Patio/Deck SF:	State 1% Fee: \$ 1.41
	Phone:	Garage/Carport SF:	Deferred Plan Review: \$
GENERAL CONTRACTOR	Name: Henderson Builders LLC	Type of Construction:	Investigation: \$
	Mail Address: 3071 S Hwy 191	Occupancy Group:	\$
	Phone: Cell	Number of Buildings:	Plan Check Deposit: \$
	Email:	Number of Dwellings:	\$
	Utah State Contractor's License #: 335248-5501	Number of Stories:	Re-inspection Fee: \$
	Utah Municipality Business License #:	Number of Bedrooms:	\$
		Number of Bathrooms:	\$
ELECTRICAL CONTRACTOR	Name: A+E Electric	Max Occupancy Load:	\$
	Mail Address:	Fire Sprinkler <input type="checkbox"/> Yes <input type="checkbox"/> No	TOTAL FEES \$ 189.41
	Phone: Cell	BRIEF DESCRIPTION OF BUILDING PROJECT	
	Email:	EOC HELIPAD UTILITY UPGRADES	
	Utah State Contractor's License #:	<i>WATER</i>	
PLUMBING CONTRACTOR	Name: Moab Plumbing	CULINARY WATER <input type="checkbox"/> Well <input type="checkbox"/> Utility	
	Mail Address:	SEWAGE <input type="checkbox"/> Septic Tank <input type="checkbox"/> Sewer <input type="checkbox"/> Other	
	Phone: Cell	FLOOD PLAIN STATUS _____	Elevation Certification _____
	Email:	FIRE DEPARTMENT (REQUIRED FOR ALL COMMERCIAL APPLICATIONS)	
	Utah State Contractor's License #:	Approved by _____	Date _____
MECHANICAL CONTRACTOR	Utah Municipality Business License #:	FLOOD PLAIN PERMIT	
	Name:	Approved by _____	Date _____
	Mail Address:	MOAB CITY PUBLIC WORKS	
	Phone: Cell	Approved by _____	Date _____
	Email:	GRAND WATER AND SEWER SERVICE AGENCY	
Utah State Contractor's License #:	Approved by _____	Date _____	
Utah Municipality Business License #:	ZONING ADMINISTRATION		
LIST ALL ADDITIONAL CONTRACTORS/ARCHITECTS/ENGINEERS ON THE BACK OF THIS FORM		Approved by _____	Date _____
Type of Improvement/Kind of Construction <input type="checkbox"/> Sign <input type="checkbox"/> Build <input type="checkbox"/> Remodel <input type="checkbox"/> Addition <input type="checkbox"/> Repair <input type="checkbox"/> Move <input type="checkbox"/> Convert Use <input type="checkbox"/> Demolish		Approved by _____	Date _____
Number of off-street parking spaces: _____ Covered _____ Uncovered		Approved by <i>[Signature]</i>	Date 7-22-14
Minimum Setbacks in Feet		I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City and/or County Ordinances and State Laws regulating building construction, zoning, and sanitation.	
Front	Side		
Zone	Site Plan <input type="checkbox"/> Submitted <input type="checkbox"/> N/A	Date: 7-22-14	Signature of Permittee/Owner: <i>[Signature]</i>
NOTE 24 HOURS NOTICE IS REQUIRED FOR ALL INSPECTIONS		Signature of Contractor: <i>[Signature]</i>	

MOAB BOULDER PARK PROJECT

A SUBCOMMITTEE OF
THE FRIENDS OF INDIAN CREEK
A 501(C)(3) ORGANIZATION

76 S. MAIN STREET, SUITE 1 • MOAB, UT 84532 • 435.259.9940

June 26, 2015

Ruth Dillon, Council Administrator
Grand County Council
125 E. Center Street
Moab, Utah 84532

Dear Ruth,

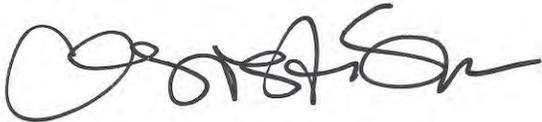
The Governor's Office of Outdoor Recreation has offered to the Moab Boulder Park Project the opportunity to apply for its Waypoint Recreational Infrastructure Grant Program. The Waypoint Grant Program requires a signed Letter of Support from the Grand County Council, since the Moab Boulder Park ("MBP") is located within Grand County.

MBP is not requesting funds from Grand County, only a letter of support which states that the County is aware of the project and supports the funding application through the Office of Outdoor Recreation.

I regret that I cannot attend the Council meeting in July; however, I have attached hereto an MBP Project Description, draft Letter of Support, City of Moab construction plans for Lions Park, City of Moab Letter of Intent dated July 1, 2014, and the Waypoint Support Instructions.

Thank you for your help and support!

Sincerely,



Christina Sloan, Chair



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

July ___, 2015

Office of Outdoor Recreation
Governor's Office of Economic Development
60 East South Temple, 3rd Floor
Salt Lake City, UT 84111

Re. Letter of Support for the Moab Boulder Park's Application to the Waypoint Grant Program

Dear Office of Outdoor Recreation,

The Grand County Council recognizes the importance of diverse recreational opportunities, both for providing additional recreational experience for our residents and fostering economic development generally. Accordingly, the Grand County Council is pleased to support the application to the Waypoint Grant Program submitted by the Moab Boulder Park Project, a subcommittee of the Friends of Indian Creek, a 501(c)(3) organization ("Moab Boulder Park"). The stated purpose of the grant is to install a world-class realistic, nature-inspired, and bike accessible boulder park at Lions Park. If the grant is awarded, the Grand County Council supports the completion of the Moab Boulder Park at Lions Park.

The Grand County Council acknowledges that the Moab Boulder Park, as Applicant, is responsible for providing matching funds shown in its budget. The Moab Boulder Park, not the County, must either appropriate or secure the necessary matching funds to complete the project as presented in the application. Similarly, if the grant is awarded, the Moab Boulder Park is responsible for the expenditure of funds required to meet the terms and obligations of the grant agreement and application.

The City of Moab, pursuant to a Letter of Intent dated July 1, 2014, has agreed to be responsible for properly maintaining the project after completion. According to the City of Moab's construction plans for the Lions Park redevelopment, the Moab Boulder Park Project is planned for the southwest corner of Lions Park, which real property is owned by the City of Moab. The Lions Park redevelopment project is a joint project of the City of Moab and Grand County. It is a public park with public access provided to it.

Sincerely,

Elizabeth Tubbs, Chair
Grand County Council

GOVERNOR'S OFFICE OF OUTDOOR RECREATION

WAYPOINT GRANT

Support from County Instructions

The Utah Waypoint recreational infrastructure grant program (Waypoint) requires a signed Letter of Support from the county in which the recreation infrastructure is located (e.g. county council or county commission). This is to insure that the county is aware of and supports the application and recognizes the financial and other obligations the grant creates.

If applicable, your application must also include a signed letter of support from the governing body with primary jurisdiction, besides the county (e.g. city/town council, special district board of directors).

The letter(s) of support must include:

Support for Proposed Project: A statement expressing the governing body's support for the grant application and if awarded, support for completion of the project.

Recognition of the Need to Provide Matching Funds: Acknowledge that the applicant is responsible for providing the matching funds shown in the budget and must either appropriate or secure the necessary matching funds to complete the project as presented in the application. If the grant is awarded, the applicant is responsible for the expenditure of funds required to meet the terms and obligations of the grant agreement and application.

Maintenance Capability: A statement verifying that the proposed project will be properly maintained after completion. If the county is not going to be responsible for maintenance, an estimate of the annual maintenance cost from the entity responsible for maintaining the project must be included.

Status of Property: A statement verifying that the property being used for the proposed project will be under control of the applicant or project partner for *at least* 10 years. Once the grant is approved, a contract to this effect will have to be signed.

Assured Public Access Waypoint recreation infrastructure projects are funded by public dollars, so each applicant and project partner must guarantee that public access will be provided to the project site. Clear rules and regulations must be made available to the public for that access.

Economic Development: The county or city economic development director should also send a letter of support. The statement must include an assertion of how the project will increased visitation to the area and/or the ability to attract growth and retention in the community/area. Other projected economic factors that may be included are the potential project's impact on retain local businesses or helping to attract new business. (The project should fit the qualifications of Utah Section 63N-3-109.)

Grant Agreement: If the county is an official partner, the application requires a statement that authorizes a designated official to sign the grant contract with the Utah Governor's Office of Economic Development if the grant is awarded.

MOAB BOULDER PARK PROJECT DESCRIPTION



The **Moab Boulder Park** is an initiative of the **Moab Boulder Park Project**, a subcommittee of **The Friends of Indian Creek**, a 501c3 organization.

The mission of the **Moab Boulder Park Project** is to design and install a world-class realistic, nature-inspired, and bike accessible boulder park at Lions Park, Moab's northern gateway. The full project build-out includes 4 large and medium-sized man-made boulders engineered for a great bouldering experience, impact attenuation, and general liability. There will also be several small natural boulders for toddlers and recycled safety surfacing surrounding each boulder. The **Moab Boulder Park** will be virtually maintenance free with rubberized surfacing and custom-sculpted hand-holds.

The City of Moab has pledged land for the **Moab Boulder Park** at Lions Park, located in the SW corner, nestled in the cottonwoods near the pathway and the river. The City of Moab has also agreed to accept the **Moab Boulder Park**, liability for it upon installation, and maintenance going forward upon completion.

How Does the Boulder Park Benefit Grand County Families, Youth and Children?

- Fulfills need for a **Playground** at Lions Park;
 - o City has no funds for a playground;
- **Teaches our kids**;
 - o Creative thinking;
 - o Problem solving;
 - o Cross-body movement and positioning (important to develop educational skills, like reading, and increase skills in other sports);
 - o Self-reliance and teamwork;
 - o Self-confidence;
 - o Strength;

- Physical and mental focus until goal reached;
- Endurance;
- Offers our kids opportunities for **outside, unstructured play**;
- Offers additional recreation opportunities to our **youth and teenagers** in the **12-18 yrs. old** range;
 - Most of the existing municipal resources target kids 12 yrs. and under;
- Support **diversification** of park/playground opportunities;
- Enhances **Northern Recreation Corridor**;
 - According to Moab Trails Alliance, there have been 195,000 single-use trips clocked on the pathway (just before intersection with CR 128) from April 22 to October 9, 2014;
 - Many if not a majority of those trips are assumed to be by locals;
 - Dream it, and our community will use it;
 - Northern Recreation Corridor is a high use recreation area;
- Because it is free, accessible by bike and car, and requires no gear, it offers an opportunity to take advantage of the benefits of bouldering that many families otherwise would not be exposed to;
 - **Beacon After School Program**, the **Multicultural Center**, and **Grand Area Mentoring** have all pledged their support and interest in the Boulder Park.

Why Do We Need a Boulder Park When We Have Lots of Climbing In the Area?

- Area rock climbing areas can be dangerous for kids and youth, because they are located:
 - Near busy roadways (Potash Road, also known as Wall Street);
 - On steep slopes with cliffs;
 - At the top of loose/long hikes;
 - At the base of tall and soft rock susceptible to rock fall;
 - In narrow canyons with limited seasons (Big Bend Bouldering); or
 - Far from town (Big Bend Bouldering);
- The **Moab Boulder Park** is a playground that appeals to families, youth, and kids – its purpose is separate and distinct from climbing at a cliff;
 - Opportunity to learn to climb for kids, families, and people not otherwise exposed to climbing;
 - Approachable, park setting;
 - Free!
 - Doesn't require gear (shoes/ropes/gear, etc.);
 - Entertains the kids while families enjoy picnicking at Lions Park.

Why Do We Need Manufactured Rocks When We Have Natural Boulders We Could Use?

- Financially infeasible;
 - o Requires large equipment we don't have locally;
 - o Requires existing and good roadways to access the boulders;
 - o Prior City Engineer (Rebecca Andrus) estimated that the cost to move many-ton natural boulders would be as much as purchasing manufactured rock;
- Not all boulders are good for bouldering;
 - o Natural boulders that offer a fun bouldering experience are actually unusual;
 - Of all our rock in the area, the only popular bouldering area is Big Bend;
 - Chipping natural boulders to create holds creates liability for the City;
 - Modifying natural boulders by screwing on holds creates maintenance issue for the City;
 - o Sandstone, in particular, does not lend itself to good bouldering because there are few features on the rock itself;
 - Natural features on sandstone tend to chip or erode with use;
 - o Good boulders near roadways are mostly located on federal land and are already popular;
 - Federal agencies would not permit us to move popular bouldering rocks;
- Engineered rocks best for playground use;
 - o Engineered for falls and liability;
 - Manufacturer certifies and guarantees use/fall zones required around each boulder;
 - o Certified and guaranteed to comply with ASTM Playground Standards, which the City of Moab must meet for facilities in its parks;
 - o All holds will be custom-sculpted (no screw on holds) and virtually maintenance free;
- Bottom line: The City of Moab will only accept the project and its liability if the rocks are manufactured.

Increasing Popularity of Bouldering and Boulder Parks:

According to the *New York Times*, bouldering is one of the fastest growing sports in the country. It has become so popular that it is on the short list of sports being considered for the 2020 Olympics.

Boulder parks are increasingly popular and common across the country, the large majority of which are located in municipal parks allowing folks to learn to climb or train in a safe, playground setting.

A few examples of boulder parks across the country:



WEST VIRGINIA: Summit Bechtel Reserve



COLORADO: Telluride Mountain Village



OKLAHOMA: Skiatook Oklahoma Park



WYOMING: Jackson Hole Snow King



NEW YORK CITY: NYC Pier 25 Park



COLORADO: Colorado State University



COLORADO: Aspen Wagner Park

City of Moab
217 East Center Street
Moab, Utah 84532-2534
Main Number (435) 259-5121
Fax Number (435) 259-4135



Mayor: David L. Sakrison
Council: Kyle Bailey
Heila Ershadi
Doug McElhaney
Kirstin Peterson
Gregg W. Stucki

July 1, 2014

Christina Sloan
Moab Boulder Park Project
76 S. Main Street, Suite 1
Moab, UT 84532

Re. Letter of Intent, Support for the Moab Boulder Park

Dear Christina,

This Letter of Intent memorializes the City of Moab's support for a realistic, nature-inspired manufactured Boulder Park, designed and installed by the Moab Boulder Park Project. The City of Moab desires to cooperate with the Moab Boulder Park Project and its fiscal sponsor, the Friends of Indian Creek, a Utah non-profit corporation, to help bring this project to fruition.

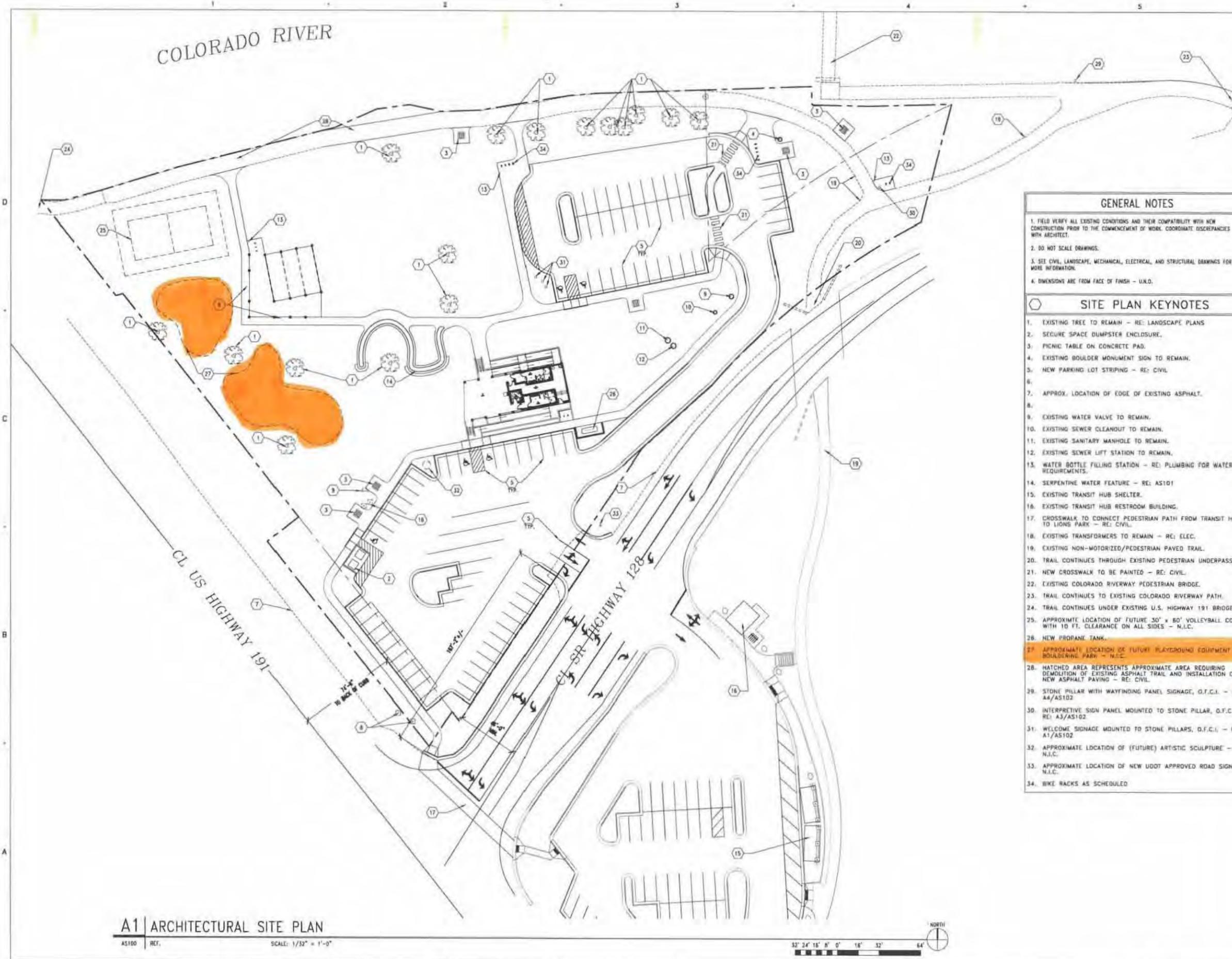
Once the Project is funded, the City will dedicate space, as described below, and staff time, as necessary to help develop the Project. Once the Project is complete and installed, the City agrees to accept the dedication of the Project and to maintain the same.

The City of Moab supports development of approximately 8,500 square feet of space within Lions Park for the Moab Boulder Park, with specifics for the particular location for the Boulder Park to be determined in the course of the design of Lions Park, and subject to a future Interlocal Agreement with Grand County and Lease Agreements with the Utah Department of Transportation regarding Lions Park. If Lions Park is ultimately found unsuitable for the Boulder Park, the City will work with Friends of Indian Creek to place the Boulder Park on City owned or managed land once the Project is funded.

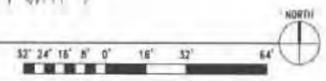
Sincerely,

A handwritten signature in black ink, appearing to read "Donna Metzler".

Donna Metzler
City Manager



A1 | ARCHITECTURAL SITE PLAN
 AS100 REF. SCALE: 1/32" = 1'-0"



GENERAL NOTES

1. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE DISCREPANCIES WITH ARCHITECT.
2. DO NOT SCALE DRAWINGS.
3. SEE CIVIL, LANDSCAPE, MECHANICAL, ELECTRICAL, AND STRUCTURAL DRAWINGS FOR MORE INFORMATION.
4. DIMENSIONS ARE FROM FACE OF FINISH - UNO.

SITE PLAN KEYNOTES

1. EXISTING TREE TO REMAIN - RE: LANDSCAPE PLANS
2. SECURE SPACE DUMPSTER ENCLOSURE.
3. PICNIC TABLE ON CONCRETE PAD.
4. EXISTING BOULDER MONUMENT SIGN TO REMAIN.
5. NEW PARKING LOT STRIPING - RE: CIVIL
- 6.
7. APPROX. LOCATION OF EDGE OF EXISTING ASPHALT.
- 8.
9. EXISTING WATER VALVE TO REMAIN.
10. EXISTING SEWER CLEANOUT TO REMAIN.
11. EXISTING SANITARY MANHOLE TO REMAIN.
12. EXISTING SEWER LIFT STATION TO REMAIN.
13. WATER BOTTLE FILLING STATION - RE: PLUMBING FOR WATER REQUIREMENTS.
14. SERPENTINE WATER FEATURE - RE: AS101
15. EXISTING TRANSIT HUB SHELTER.
16. EXISTING TRANSIT HUB RESTROOM BUILDING.
17. CROSSWALK TO CONNECT PEDESTRIAN PATH FROM TRANSIT HUB TO LIONS PARK - RE: CIVIL.
18. EXISTING TRANSFORMERS TO REMAIN - RE: ELEC.
19. EXISTING NON-MOTORIZED/PEDESTRIAN PAVED TRAIL.
20. TRAIL CONTINUES THROUGH EXISTING PEDESTRIAN UNDERPASS.
21. NEW CROSSWALK TO BE PAINTED - RE: CIVIL.
22. EXISTING COLORADO RIVERWAY PEDESTRIAN BRIDGE.
23. TRAIL CONTINUES TO EXISTING COLORADO RIVERWAY PATH.
24. TRAIL CONTINUES UNDER EXISTING U.S. HIGHWAY 191 BRIDGE.
25. APPROXIMATE LOCATION OF FUTURE 30' x 50' VOLLEYBALL COURT WITH 10 FT. CLEARANCE ON ALL SIDES - N.I.C.
26. NEW PROPANE TANK.
27. APPROXIMATE LOCATION OF FUTURE PLAYGROUND EQUIPMENT AND BOULDERING PARK - N.I.C.
28. HATCHED AREA REPRESENTS APPROXIMATE AREA REQUIRING DEMOLITION OF EXISTING ASPHALT TRAIL AND INSTALLATION OF NEW ASPHALT PAVING - RE: CIVIL.
29. STONE PILLAR WITH WAYFINDING PANEL SIGNAGE, O.F.C.I. - RE: A4/AS102
30. INTERPRETIVE SIGN PANEL MOUNTED TO STONE PILLAR, O.F.C.I. - RE: A3/AS102
31. WELCOME SIGNAGE MOUNTED TO STONE PILLARS, O.F.C.I. - RE: A1/AS102
32. APPROXIMATE LOCATION OF (FUTURE) ARTISTIC SCULPTURE - N.I.C.
33. APPROXIMATE LOCATION OF NEW UDOT APPROVED ROAD SIGN - N.I.C.
34. BIKE RACKS AS SCHEDULED

CLIENT

 LIONS PARK TRAIL & TRANSIT HUB
 MOAB, UT

DESIGNER

 architecture • sustainability • design services
 259 Crossroad Square
 Salt Lake City, UT 84115
 P:(801) 961-7070
 F:(801) 961-7373

CONSULTANTS

PROFESSIONAL SEAL

ISSUE

MARK	DATE	DESCRIPTION

DFCM PROJECT NO:	14002900
DFCM CONTRACT NO:	147253
ARCHIPLEX PROJECT NO:	1405.01
DRAWN BY:	P.CROXFORD
CHECKED BY:	R.STANISLAW
SCALE:	1/8" = 1'-0"
DATE:	AUGUST 2014

DFCM CODE STAMP

SHEET TITLE
 ARCHITECTURAL
 SITE PLAN
 & DETAILS
 AS100

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JULY 7, 2015

Consent Agenda Item: X

TITLE:	Approving Proposed Application for the Annual Emergency Management Performance Grant (EMPG) for FY2015
FISCAL IMPACT:	\$35,000.00 in federal funds, matching funds are salaries and benefits
PRESENTER(S):	Rick M. Bailey, Grand County Emergency Management Director

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

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I moved to approve the FY2015 Emergency Management Program Grant in the amount of \$35,000.00 and authorize the chair to sign all associated documents.

BACKGROUND:

This is an annual grant from the U.S. Department of Homeland Security passed through the Utah Division of Emergency Management. It is a 50/50% match with the local match being provided through the salaries of the county's emergency manager and sheriff's administrative assistance.

ATTACHMENT(S):

Computer generated Application.

Submitting Information

Date/Time Entered: 01/28/2015 08:38:27
Reported By: Rick M. Bailey
Agency/Position: GrandCo Emergency Manager
Phone Number: 435-259-1310
E-mail: rbailey@grandcountysheriff.org
Location: GCEOC

Applicant Jurisdiction & Address

Jurisdiction: Grand County EOC ▾
Address: 125 East Center Street
City: Moab
County: Utah
State: Utah
Zip Code: 84532

Reimbursement Address

Same As Above:
Address: 125 East Center Street
City: Moab
State: Utah
Zip Code: 84532

Requirements

- REQUIREMENTS (See the CURRENT FISCAL YEAR EMPG Guidance for more information)
- Employ a full-time or part-time paid Emergency Program Manager
- Officially adopt or be developing an Emergency Operations Plan
- [NIMS Compliance Certification Form](#)
- Designation of EMPG Grant Officials
- Reporting of Total Compensation of Subrecipient Executives (See Below)
- Staffing Pattern and Certification Form
- Budget Worksheet & Match Certification Form
- Completed Work Plan (Identified NIMS training and must be complete to apply (a new EPM hired within the last 12 months may submit a Corrective Action Plan to fulfill this requirement)

Grant Officials**CURRENT FISCAL YEAR DESIGNATION OF EMPG GRANT OFFICIALS**

Employer Identification Number
 (EIN): 87-6000304

Organizational DUNS: 050157981

Emergency Management Program Director

Name: Rick M. Bailey
Official Mailing Address: 125 East Center Street, Moab, Utah 84532
Daytime Phone Number: 4352591310
Fax Number: 4352598651
Email Address: rbailey@grandcountysheriff.org

Grant Financial Officer

Name: Diana Carroll
Official Mailing Address: 125 East Center Street, Moab, Utah 84532
Daytime Phone Number: 4352591322
Fax Number: 4352592959
Email Address: dcarroll@grandcountyutah.net

Authorized Official

Name: Elizabeth Tubbs

Official Mailing Address: 125 East Center Street, Moab, Utah 84532

Daytime Phone Number: 4352591342

Fax Number: 4352592574

Email Address: etubbs@grandcountyutah.net

Reporting of Total Compensation of Subrecipient Executives

FFATA Attachment Choose File No file chosen

- Instructions
1. Please Locate the reference library viewer on your Control Panel.
 2. Download FFATA Attachment to your Computer
 3. Fill out FFATA Form
 4. Attach Above

EMPG Staffing Pattern & Emergency Manager Certification

CURRENT FISCAL YEAR EMPG STAFFING PATTERN					
FULL TIME EMPLOYEES: (38+ hours per week)		Gross Annual Salary	Gross Annual Benefits	Column A Gross Salary & Benefits	Column B % of Time Working in EM Duties
THREE QUARTER TIME EMPLOYEES(32 hours per week)					
NAME:	Richard M. Bailey	49451.08	28980.58	78442.23	100
POSITION:	Emergency Manager				
NAME:					
POSITION:					
QUARTER-TIME EMPLOYEES (10 hrs per week)					
PART-TIME EMPLOYEES (20 hours per week)					
NAME:	Eve Brannon	32569.87	20101.40	52671.27	25
POSITION:	Administrative Support				
NAME:					
POSITION:					

Select which description best describes the status of the emergency manager/coordinator.

<input checked="" type="checkbox"/>	Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator
<input type="checkbox"/>	Emergency manager/coordinator is a 3/4 time position w/other significant duties
<input type="checkbox"/>	Emergency manager/coordinator is a part-time, or seasonal position, or contracted
<input type="checkbox"/>	Emergency manager/coordinator is quarter time, duties assumed as needed by other staff

Budget Detail Worksheet

Expense Type	Estimated Cost
Emergency Manager Salary (Attributed to Emergency Mgmt Functions)	\$62000
Emergency Manager Benefits (Attributed to Emergency Mgmt Functions)	\$0
Travel	\$6000
Administrative Expenses (3% max)	\$0
Community Outreach	\$250
Planning Expenses	\$500
Training Expenses	\$500
Exercise Expenses	\$250
Emergency Management Support Staff Expenses	\$250
Other Funds	\$500
Total Emergency Management Budget	\$70250
FUNDING AVAILABLE TO MEET 50/50 MATCH	\$50000

Please do not use commas when entering dollar amounts.

Calculate

Please submit additional match if circumstances allow. The additional funds make it possible for other jurisdictions to continue with their Emergency Management Program.

CURRENT FISCAL YEAR NIMS Compliance Objectives

The National Incident Management System (NIMS) consists of the seven component areas identified in this section.

NIMS Adoption

Preparedness: Planning

Preparedness: Training

Preparedness Exercise

Communications & Information Management

Resource Management

Command and Management

CURRENT FISCAL YEAR EMPG PERFORMANCE STANDARDS

TOP THREE CONCERNS FOR YOUR EMERGENCY MANAGEMENT PROGRAM THIS YEAR

Interoperability of Communications Systems

1. Have a current, maintained Emergency Operations Plan

2. Have current, maintained plans

3.

TOP THREE PRIORITIES FOR YOUR EMERGENCY MANAGEMENT PROGRAM THIS YEAR

Communications, TIC, Interoperability

1. Completion of Emergency Operations Plan

2. Completion of all other Plans, Resources, etc.

3.

REQUIREMENTS TO QUALIFY FOR EMPG FUNDING

By checking each box within the following Performance Standards, you are agreeing to complete the requirement. The following Performance Standards have been established to ensure a uniform level of preparedness across jurisdictions. The designated Emergency Program Manager (EPM) is responsible to develop a work plan, which incorporates all of the criteria identified below:

PERFORMANCE STANDARD ONE: TRAINING AND EXERCISE

Please check each box to indicate that this requirement will be met and complete the NIMS Training for EMPG funded personnel. Complete requested training report for EMPG funded personnel.

- Develop or Update three year training and exercise plan with the quarterly report ending in the current fiscal year (Review progress with OEM Liaison quarterly). Please describe developments/updates made to the plan
- Per Federal Guidance, all EMPG funded personnel will be required to participate in 3 exercises (Drills, Tabletop Exercises, Functional, Full Scale, Seminar, Workshop), within cycle: hosting 1 and participation in 2 exercises. Participation in an exercise includes attending all planning meetings and hot washes as well as producing a separate AAF objectives specific to participant's jurisdiction.
- An After Action Report/Improvement Plan (AAR/IP) shall be completed for each exercise and reported to the EMPG Grants Manager. Exercise Executive Summary and Imp are required to be submitted with quarterly reports. (Real world events may be counted with the approval from the Division of Emergency Management Training and Exercise Exercise Executive summary and Exercise Improvement Plan must be submitted with coinciding quarterly reports.)
- Host or attend a Training Exercise Planning Workshop (TEPW).

REQUIRED TO APPLY: Report the completion date for the following Professional Development Series (PDS) courses: IS 100, IS 200, IS 700, IS 800 for EMPG funded personnel. Not participating in the CURRENT FISCAL YEAR Emergency Management Performance Grant should have completed these courses. Funding may be denied if these courses are not all new EPM hired within the last 12 months may submit a Corrective Action Plan to fulfill this requirement).

EMPG Funded Employee Name	IS 100	IS 200	IS 700	IS 800
Richard M. Bailey	05/16/2007	05/16/2007	06/02/2004	04/28/2006
Eve Brannan	02/01/2011	02/04/2011	02/02/2011	02/04/2011
	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy

PERFORMANCE STANDARD TWO: Planning

Please check each box to indicate that this requirement will be met. Complete requested training report for EMPG funded personnel.

- Review and update County's Emergency Operations Plan and complete the Evaluation Matrix for Compliance with CPG 101 v.2 available at <http://www.fema.gov/plan> (Found under the CPG 101 v. 2, Plan Analysis Tool). Submit completed matrix with final quarterly report.
- Review and update the Mutual Aid Resource List a minimum of once a year. (Accessed through WebEOC Resource Manager Inventory). Note: This is also a requirement under the Statewide Mutual Aid Act. Contact DEM Regional Liaison for assistance.
- Review and discuss specific issues/gaps with jurisdiction's liaison and draft a strategy to address those items. (Review with liaison quarterly)

Choose One Elective

- ELECTIVE: Develop/enhance Continuity of Operation (COOP)/Continuity of Government (COG) plans.
- ELECTIVE: Develop, update or enhance a program plan (Mitigation, Recovery, Evacuation, Pre-Disaster, Resource Management)

PERFORMANCE STANDARD THREE: PROFESSIONAL DEVELOPMENT

Please check each box to indicate that this requirement will be met and complete PDS Training Report for EMPG funded personnel. Complete requested training report for EMPG funded personnel.

REQUIRED TO APPLY: Report the completion date for the following Professional Development Series (PDS) courses: for EMPG funded personnel. For those who have completed a minimum of 2 emergency management courses are required. Note: Counties participating in the Current Year Emergency Management Performance Grant should have completed these courses. Funding may be denied if these courses are not already complete (A new EPM hired within the last 12 months may submit a Corrective Action Plan to fulfill this requirement).

EMPG Funded Employee Name	IS 120	IS 230.a	IS 235.a	IS 240.a	IS 241.a	IS 242.
Richard M. Bailey	06/23/1985	12/04/1992	08/14/1992	01/08/1992	01/09/1992	02/14/1992

<input checked="" type="checkbox"/>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>
	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>
	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>
	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>	<i>mm/dd/yyyy</i>

Attend a minimum of Two Emergency Management specific conferences (i.e. City/County Director's Conference, UEMA Conference, Governor's Public Safety Summit, FEMA

PERFORMANCE STANDARD FOUR: COLLABORATION AND PARTNERSHIP

Please check each box to indicate that this requirement will be met.

- The EPM or his/her EMPG Funded designee shall participate in the LEPC program.
- The EPM shall participate in Regional/County Stakeholder meeting(s) to ensure affective utilization of grant funds from SHSP/EMPG to avoid duplication of efforts. (Contact Regional/County representative for information).
- The EPM will hold a minimum of one meeting per year to discuss Emergency Management with cities, universities and tribes that reside within the County's boundaries. Regional DEM liaison should be present.

PERFORMANCE STANDARD FIVE: COMMUNITY PREPAREDNESS & OUTREACH

Select two options. Please check each box to indicate that this requirement will be met.

- Host a Preparedness Fair.
- Implement a Community Emergency Response Team (CERT) program and offer training.
- Establish and register a new Citizen Corps Council.
- Host or Sponsor a "Be Ready Utah" Workshop.
- Sponsor a community outreach program through the use of media (newspaper, radio, brochures, public service announcements, etc).

Other (Please describe)

Miscellaneous Attachments

- Miscellaneous Attachment1 Choose File No file chosen
- Miscellaneous Attachment2 Choose File No file chosen
- Miscellaneous Attachment3 Choose File No file chosen

Information

CERTIFICATION: This Application, together with the attachments constitutes the annual work plan for the emergency management program of the applicant listed above. The undersigned certify that all grant requirements have been met and agree to exert their best efforts to accomplish all activities listed in the work plan and progress reports.

Signature Acquired	Authorized Official Original Signature	Date
Signature Acquired	Emergency Manager Rick M. Bailey	Date 2/05/2015 12:33

Print PDF | Print | Save | Cancel

BEER TAX FUNDS – PLAN – State Fiscal Year 2016



Reporting Period: July 1, 2015 through June 30, 2016

PLANS are due no later than Friday, **June 12, 2015**. Recipients will receive an approval from the USAAV Council if the plan is accepted. Please refer to the updated *Beer Tax Guidelines* located on the USAAV web page: www.usaav.utah.gov.

Name of Municipality (City or Town—not the PD or SO): <input style="width: 95%;" type="text"/>	Name of County: Grand County	
Name and Title of Contact Person Preparing Plan (Print): Diana Carroll/Grand County Clerk/Auditor	Mailing Address (Street, City, Zip Code): 125 E. Center Street, Moab, UT, 84532	
Contact's Phone Number: (435) 259-1321	Contact's Fax Number: (435) 259-2959	Contact's E-mail Address: dcarroll@grandcountyutah.net

SUMMARY OF PROPOSED BEER TAX EXPENDITURES

Clearly describe the specific programs/projects under the appropriate category where you propose the Beer Tax Funds will be spent. **COMPLETE ONLY THE CATEGORIES WHERE BEER TAX FUNDS WILL BE APPLIED.**

1	Alcohol and/or Substance Abuse-Related Prevention Programs (<i>programs must be evidence-based or evidence-informed, see Guidelines for additional information</i>). Specifically identify the prevention program: Are you coordinating with the Local Substance Abuse Authority (LSAA) in your area (LSAA are listed at the end of the Guidelines)? ___ Yes ___ No
2	Treatment of Offenders with Alcohol and/or Substance Abuse Problems:
3	Alcohol and/or Substance Abuse-Related Law Enforcement:
4	Prosecution of Alcohol and/or Substance Abuse-Related Cases:
5	<p>Confinement of Alcohol and/or Substance Abuse Offenders (<i>counties have an additional requirement in this category, see Statute for information</i>):</p> <p>All funds received by Grand County have been used for persons arrested for and sentenced to confinement of offenses in which alcohol was a contributing factor. While incarcerated, these individuals had the opportunity to attend 12 step programs and Outpatient Counseling.</p> <p>The Grand County Sheriff's Deputies work diligently to educate the youth on the effects alcohol can have, and actively pursue alcohol violations. Grand County Sheriff takes a strong lead in the local DARE program, does a MOCK DUI scenario for the high school prior to prom for added awareness of causes of drinking and driving.</p>

Chief Executive Officer (<i>print name and title</i>) Elizabeth Tubbs/Grand County Council Chair	CEO Telephone (435) 259-1346	CEO E-mail Address etubbs@grandcountyutah.net
As chief executive officer, I do hereby attest the Beer Tax Funds will be spent according to the Plan details listed above and accounting for these monies will be separate from other funds (separate account/code, restricted line item, etc.). Additionally, the Beer Tax Funds will not be used to supplant any current funding for alcohol and/or substance abuse-related projects or programs.		
 Signature of Chief Executive Officer	6-16-2015 Date CEO Signed	

CEO MUST SIGN THE FORM OR IT WILL BE RETURNED

Please send completed PLAN to: Utah Commission on Criminal and Juvenile Justice – ATTN: Doreen Weyland, Utah State Capitol Complex – Senate Building, Suite 330, P.O. Box 142330, Salt Lake City, UT 84114-2330 Email: dweyland@utah.gov Telephone: (801) 538-1323, Fax: (801) 538-1024.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

JULY 7, 2015
Agenda Item: Z

TITLE:	Public Hearing to Hear Public Input on Adopting Proposed Resolution Approving a Preliminary and Final Plat for the Quarter Horse Flat Subdivision located on Murphy Lane.
FISCAL IMPACT:	none
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:

Mary Hofhine,
Community
Development
Department

**FOR OFFICE REVIEW
ONLY:**

Attorney Review:

Requested

RECOMMENDATION:

Conduct public hearing on proposed resolution approving a combined Preliminary and Final Plat application for Quarter Horse Flat Subdivision on Murphy Lane.

RECOMMENDED MOTION:

Move to approve the proposed Resolution for the Quarter Horse Flat Subdivision and have the Chair sign all associated documents.

BACKGROUND:

See Staff Report

ATTACHMENT(S):

1. Draft resolution
2. Staff Report
3. Horrocks approval letter dated June 1, 2015
4. County Road Department Memo dated June 2, 2015
5. Utility approval letters
6. Moab Valley Fire Department approval letter
7. Applicant Narrative
8. Proposed Preliminary and Final Plat

DRAFT
RESOLUTION _____ 2015

**RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING QUARTER HORSE FLAT COMBINED PRELIMINARY AND FINAL PLAT**

WHEREAS, HASU , are the owners of record of 1.04 acres of real property located within Section 17, T26S, R22E, SLM, Grand County, Utah, and more specifically described as the follows:

BEGINNING AT A CORNER WHICH BEARS S 84°58'00" E 565.80 FT FROM THE WITNESS CORNER TO THE NORTH 1/4 CORNER SECTION 17, T26S, R22E SLBM (TRUE ¼ CORNER BEARS S 88°15'00" W 31.68 FT FROM SAID WITNESS CORNER), PROCEEDING THENCE S 49°56'00" E 238.48 FT, THENCE S 40°40'30" W 215.14 FT, THENCE N 50° 01'00" W 181.20 FT, THENCE N 25°44'33" E 222.30 FT, TO THE POINT OF BEGINNING. (CONTAINING 45,174 SF OR 1.04 AC.)

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

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

WHEREAS, the subject property is zoned Large Lot Residential, (LLR) as more specifically described in the Grand County Land Use Code;

WHEREAS, Housing Authority of Southeastern Utah, Ben Riley Director, (Applicant) submitted an application for Quarter Horse Flat combined Preliminary and Final Plat;

WHEARAS, the Grand County LUC, Sec. 9.1.12, allows the simultaneous processing of applications at the option of the Zoning Administrator and at the applicant's risk. The processing of Quarter Horse Flat as a combined preliminary and final plat was endorsed by staff as no public infrastructure is necessary and the combined process would minimize the public process;

WHEREAS, the Grand County Planning Commission, following a public hearing on June 10, 2015, recommended approval of the Quarter Horse Flat Combined Preliminary and Final Plat;

WHEREAS, due notice was given that the County Council would meet to hear and consider the proposed combined Preliminary and Final Plat in a public hearing on July 7, 2015; and

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

NOW, THEREFORE, BE RESOLVED by the Grand County Council that it does hereby approve Quarter Horse Flat Combined Preliminary and Final Plat, as submitted.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in a regular public meeting on July 7, 2015 by the following vote:

Those voting aye: _____
Those voting nay: _____
Those absent: _____

ATTEST:

GRAND COUNTY COUNCIL

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair



STAFF REPORT

MEETING DATE: July 7, 2015
TO: Grand County Council
FROM: Planning Staff
SUBJECT: Quarter Horse Flat Subdivision, Combined Preliminary and Final Plat

PLANNING COMMISSION RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public hearing on June 10, 2015 and forwarded a favorable recommendation to Council based on the following findings:

1. A plat note on the final plat shall include, "Lots 3 and 4 shall not have any impervious improvements placed in the south west no build zone."
2. Grand County road Department encroachment permits shall be secured at construction of residences.

BACKGROUND

Introduction

This application is submitted by Ben Riley, Director of Housing Authority of Southeastern Utah (HASU) and agent for the property owner Sabrina Jones. The Applicant is requesting combined preliminary and final plat approval for four (4) lots (see attached narrative). The property consists of 1.04 acres and the Applicant is seeking a subdivision into four (4) lots. The existing lot is currently vacant and used for live stock / agricultural purposes.

Location and Zoning

The property is located off Murphy Lane and was recently rezoned to Small Lot Residential (SLR). The SLR zone district has a base zoning density of five (5) units per acre.

PRELIMINARY & FINAL PLAT:

All plats and subdivisions of land shall conform to *Article 7 Subdivision Standards*. The Land Use code allows for the processing of two or more applications on one submittal, *Section 9.1.12 of the LUC*, at the option of Department staff. Staff has found the expeditious processing of the preliminary and final plat acceptable for this subdivision.

Building Lots

The applicant proposes four lots; two of the four lots will be flag lots as specified in *Sec. 7.3.5 of the LUC*. Each lot shall meet the following development stipulations.

Development Stipulations Table		
Primary Use	4 Residential lots	
Zone	SLR (5 units per acre)	
Gross Acreage	1.04 acres	
Minimum Setbacks	Front	20 feet
	Side	10 feet
	Rear	10 feet
Max Building Height	28 ft.	

Access

Vehicular access for all four (4) lots is proposed off Murphy Lane. Sidewalk improvements have been waived; Road Department and Engineer feel there are not warranted due to the area. A memo from

County Road Supervisor, Bill Jackson, states that an R-O-W encroachment permit will need to be secured at construction; and driveway access will need to be asphalt to County R-O-W (Murphy Lane).

Easements

Individual utility lines will be supplied from Murphy Lane and run down the drives to lots three (3) and four (4) as platted. Utility companies review proposed plats for desired easements and request for designation on plats as needed.

Drainage

The County Engineer has reviewed and approved the plat and drainage with the following exception: A plat note on the final plat shall include, "Lots 3 and 4 shall not have any impervious improvements placed in the south west no-build zone".

Utilities

The applicant has provided utility commitment letters from Rocky Mountain Power, Questar, GWSSA and the Fire Department. Main utility lines are available from Murphy Lane; individual lines to each lot shall be placed underground.

Fire Protection

The Fire Department has reviewed the application and finds the proposed subdivision plans acceptable.

Administrative and Engineering Fees

The applicant has paid all administrative fees and will be responsible for the cost of engineering reviews and site visits.

Public Notices

The public notice for preliminary review was posted in the newspaper of general circulation *U.C.A. 17-27a-205* and *Land Use Code Sec. 9.1.8 B.2*. Posted on the County website – <http://grandcountyutah.net>, the Utah Public Meeting Notice Website at <http://pmn.utah.gov/>, and posted on site.

Conclusion

Staff finds that the combined preliminary and final plat submittal for Quarter Horse Flat Subdivision meets the requirements for both processes. Applicant has provided a complete application for review.

Attachments:

Horrocks approval letter dated June 1, 2015
County Road Department Memo dated June 2, 2015
Utility approval letters
Moab Valley Fire Department approval letter

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



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

June 1, 2015

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

**Subject: Quarter Horse Flat Subdivision (Grand County Housing Authority) –
Drainage Approval**

Dear Mary:

I have reviewed the plans and the request to for an exception of providing a drainage report for the Quarter Horse Flat Subdivision on Murphy Lane.

The subdivision is essentially a re-development of an existing lot with only minimal increase in the impervious area and the new subdivision conforms to the surrounding area development. For these reasons, the request for an exception to providing a drainage report will be granted with the requirement that the south-western no-build area at the back of the lots will not have any impervious improvements placed in this zone. This requirement needs to be included on the final plat.

This review was for the drainage portion of the plans and does not include a review of any other utilities as they were not part of the plans submitted.

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

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in black ink, appearing to read "David Dillman". The signature is fluid and cursive, written over a white background.

David Dillman, P.E.
Principal

cc: File



Grand County Road
Department

Memo

To: Zacharia Levine
From: Bill Jackson Road Supervisor
Date: June2, 2015
Re: Quarter Horse Flat Subdivision

Upon review of the Quarter Horse Subdivision site plan it has been determined that these stipulations are to be met.

1. Right of Way Encroachment permit will need to be submitted from the contractor.
2. Driveway accesses will need to be hot mix asphalt from Murphy Lane to County ROW with 15 foot radius.

Bill Jackson
Grand County Road Supervisor



Grand Water & Sewer Service Agency
3025 E Spanish Trail Rd ♦ PO Box 1046 ♦ Moab, Utah 84532
435-259-8121 ♦ 435-259-8122 fax

AGENCY MANAGER
Mark Sovine

OPERATING COMMITTEE
Dan Pyatt (President)
Gary Wilson (V President)
Brian Backus
Mike Holyoak
Tom Stengel
Rex Tanner
Dale Weiss

FORMING BOARDS:

SVW&SID
Gary Wilson (Ch.)
Tom Stengel (V Ch.)
Leon Behunin (Treas.)
Mike Holyoak (Clerk)
Dale Weiss

GCWCD
Dan Pyatt (Ch.)
Jerry McNeely (V.Ch.)
Brian Backus
Preston Paxman
Rex Tanner

GCSSWD
Gary Wilson (Ch.)
Kyle Bailey
Mike Holyoak
Lynn Jackson
Tom Stengel

MEMORANDUM

TO: BENJAMIN RILEY
FROM: MARK SOVINE
SUBJECT: WILL SERVE
DATE: MAY 14, 2015
CC:

Benjamin,

GWSSA has reviewed the preliminary drawing for the property located at 1518 Murphy Lane and has determined there is sufficient water and sewer capacity for the project.

GWSSA will need to review and approve the final plat, and will require Grand County Road Department approval and a copy of any encroachment permits before construction begins. GWSSA will require any utility easements that are needed for installed infrastructure.

This Will Serve letter is good for two years and will expire on May 14, 2017.



Questar Gas Company
2450 South Highway 191

Moab, UT 84532

Moab Office

May 13, 2015

Benjamin Riley
Executive Director
Housing Authority SE Utah

RE: Availability of Gas to 1518 Murphy Ln Moab

Mr. Riley

Natural gas can be made available to serve your development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average home size, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed appliances and number of appliances per unit, home or building. We need total BTU's, as well.
2. Review and analysis by Questar Gas' Engineering and/or Preconstruction department to determine load requirements, system reinforcement requirements and estimated costs to bring the gas to the development.

Upon completion of Questar Gas' review of your natural gas requirements, necessary agreements will be prepared for high pressure, intermediate high pressure and/or service line extensions required to serve your development. These service extensions must be paid in advance, but may qualify for credits or refunds as provided in Questar Gas' tariff.

To accommodate your construction schedule and provide the necessary agreements, please contact us as soon as your plans are finalized.

If you have other questions, please call.

Sincerely

Monica Skowbo
Pre Construction Representative
Questar Gas
435-719-2491

Moab City Planning & Zoning
Grand County Planning & Zoning
Attn; whom it may concern

May 26, 2015
Request #6039643

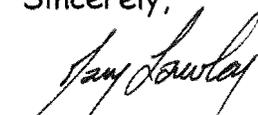
Based on the request from "BEN RILEY", Rocky Mountain Power is providing a letter stating our intent to provide permanent or temporary electrical service. We will need a copy of proposed site plan (I have reviewed the preliminary site plan @ this time & RMP will supply power when customer is ready to proceed) to know if all right of ways and or easements will work, before power can be served to customer. Customer to record all utility easement where new power lines will be located, or are already located, to feed existing & new locations. This is needed to know if all right of ways and or easements will work, before power can be served at "1518 Murphy Lane" Moab, Utah. It is our intent to serve this new site called, The "4 lot subdivision for Housing Authority of Southeast" with electrical power. *Before providing power, all existing power lines are to be located at developer's expense and be recorded on final site plan, with noted 10' to 30' utility easements.* Preliminary utilities have been reviewed and are approved.

In the process of providing power to this project, any line extensions required will be done in accordance with our current regulations and line extension policy.

As part of the line extension policy the customer will be required to provide all advance payments for line extensions, easements and approved plats for this development prior to lines being installed.

If you have any questions or concerns please e-mail or call @ 259-3232 or 259-3210

Sincerely,


Gary Lawley

Estimator, Moab Office

Moab Valley Fire Protection District

45 South 100 East, Moab, Utah 84532

Phone: 435-259-5557 Fax: 435-259-5710

mfd1@frontiernet.net

www.moabfiredepartment.com

Commissioners:

Chairman: William H. Nelson

Commissioner: Ernie Lisonbee

Commissioner: Tom Shellenberger

Chief: Phillip Mosher

Assistant Chief: Monte Curtis

To Whom It May Concern:

The 1518 Murphy Lane Subdivision is in the Moab Valley Fire Protection District response area and we do provide fire suppression for this area. I have seen plans on this development with the driveways not being over 150 feet in length, the closest hydrant being located at the corner of Marshall Lane for accessibility; I find that this is acceptable for our needs.

Thanks,

Chief, Phillip Mosher

Moab Valley Fire Protection District
45 South 100 East
Moab Utah, 84532
435-259-5557
435-259-5710 Fax

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

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

5/21/15

To: Grand County Planning and Zoning

Re: Murphy Lane Master Plan Narrative

The proposed subdivision located at 1518 Murphy Lane is being developed by the Housing Authority of Southeastern Utah (HASU) to continue its successful Mutual Self-Help affordable housing program. This four single-family home development will serve as the first group in our eighth grant, with the program having successfully built over 100 affordable homes to date. HASU will also deed restrict these four properties to ensure affordability for a period of five-ten years.

Area size for all four lots will be roughly 9500 square feet with home footprints being roughly 2000 square feet. Homes will be a maximum of 1500 square feet with attached garage and will be built with six foot fences surrounding the individual properties (excluding the front of the lots facing Murphy Lane).

The proposal utilizes a flag lot design with two lots in the center facing Murphy Lane and two in the back accessed via 20-25' gravel driveways located on the NW and NE side of the property. Driveways are less than 150' allowing emergency services to access the properties in the back (see attached letter from Fire Dept.). The NW driveway serves as a 'buffer zone' between the two NW lots and adjacent parcel; the NE lots do not require a 'buffer zone' due to the similar zoning adjacent. A 'no build zone' of 25' is also located in the rear and shall serve as a buffer to their adjacent properties to the SW. Additionally, a 22' dedication to the County will be made in the front of the subdivision to facilitate the widening of Murphy Lane in the future. HASU is requesting an exemption in constructing sidewalks and trail easement. No sidewalks/trails exist on either adjacent parcel to the North and South and lack of connectivity, as well as the possibility of widening Murphy Lane in the future (per the dedication listed above) may serve as the reasoning for this request. A request for an encroachment permit is pending for the driveways and street layout following a discussion with Bill Jackson Tuesday, May 26th.

Water and sewer lines are located in Murphy Lane and GWSSA has indicated that capacity exists to tap into these existing lines (see attached letter from GWSSA). The front two lots will tap into the main line while the rear lots will run lines from the main under the driveways (utility easements located on/under each flag driveway) to each home. Electricity and gas are also located in close proximity and will be serviceable to each lot. A will serve letter from RMP is forthcoming. A drainage study is in process at this time and should be completed shortly.



This project will serve three families with Area Median Incomes below 80% and one family below 50% AMI. This will provide homeownership to local working families in our community. HASU made the decision to develop this lot because of the scarcity of developed lots suitable for Mutual Self-Help. With the ability to control land costs and proximity HASU will ensure the continued success of its successful Mutual Self-Help program and continue to build safe and affordable homes for low and very-low income families in Grand County.

Respectfully,
Benjamin Riley
Executive Director, Housing Authority of Southeastern Utah



A FINAL PLAT OF QUARTER HORSE FLAT:

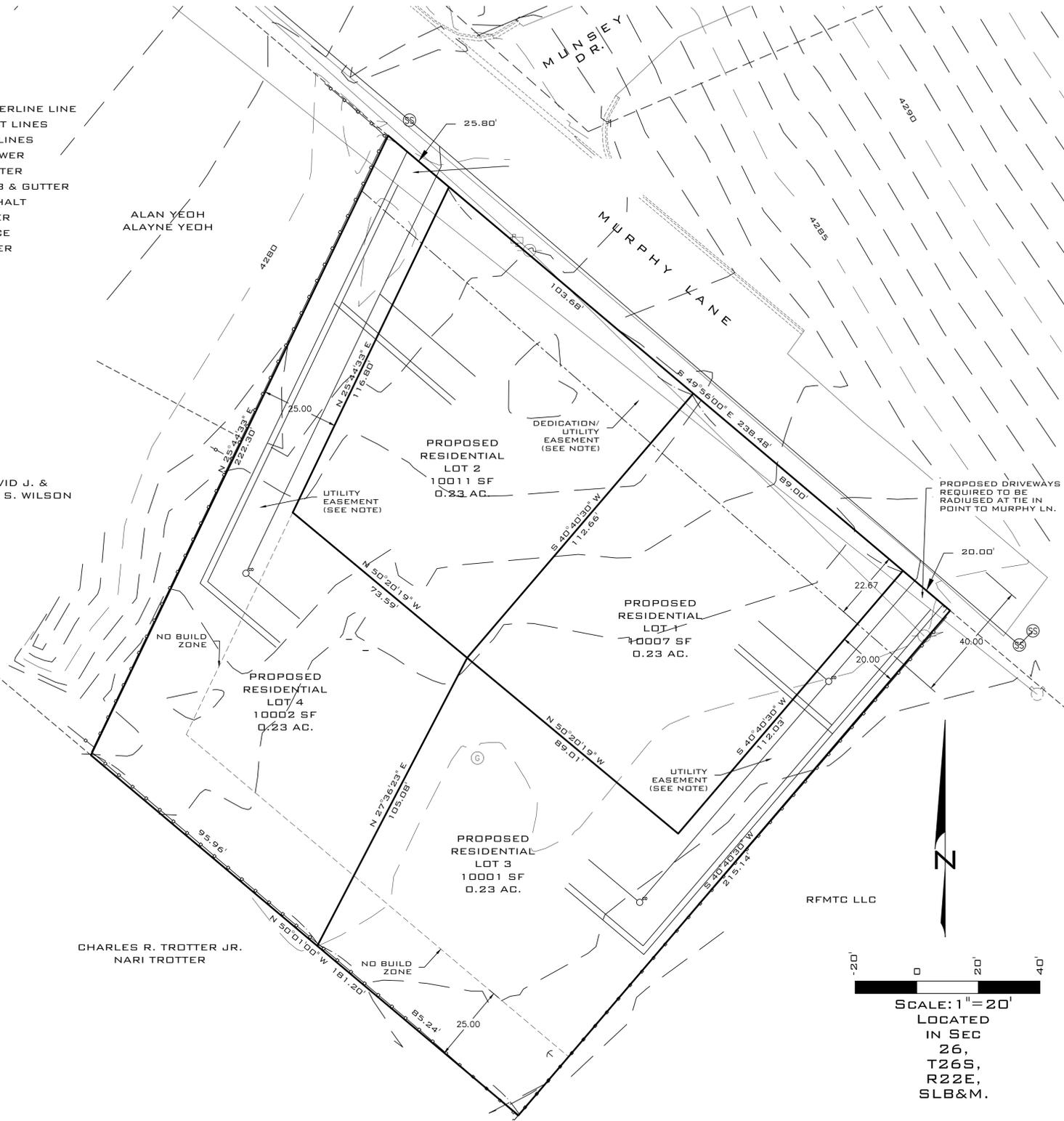
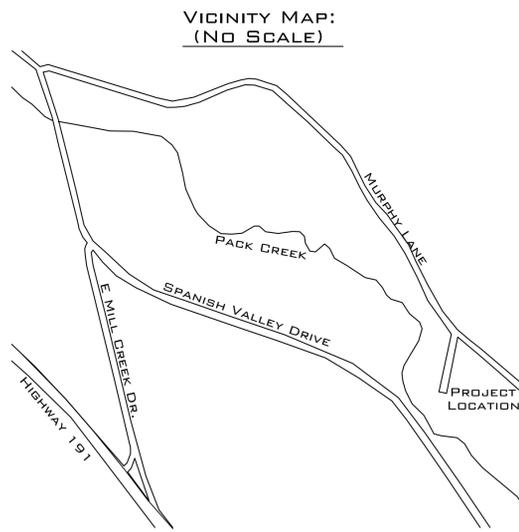
WITHIN SECTION 17, T 26 S, R 22 E, SLB&M, GRAND COUNTY, UTAH

LEGEND:

- | | | | |
|--|--|--|-------------------------|
| | FOUND SECTION CORNER | | SECTION/CENTERLINE LINE |
| | SECTION CORNER NOT FOUND | | ADJOINING LOT LINES |
| | FOUND WITNESS CORNER | | SUBJECT LOT LINES |
| | SET CORNER - 5/8" REBAR WITH PLASTIC CAP | | PROPOSED SEWER |
| | FOUND PLASTIC CAP - BLAKE | | PROPOSED WATER |
| | | | EXISTING CURB & GUTTER |
| | | | EXISTING ASPHALT |
| | | | EXISTING WATER |
| | | | EXISTING FENCE |
| | | | EXISTING SEWER |

NOTE:

- 1) AREA TO BE DEDICATED TO GRAND COUNTY ADJACENT TO MURPHY LANE AND THE ACCESS AREAS TO LOT 3 (20' ALONG THE SOUTHEAST PROPERTY LINE) AND 4 (25' ALONG THE NORTHWEST PROPERTY LINE) TO BE DESIGNATED AND USED FOR THE PURPOSE OF AN UTILITY EASEMENT.
- 2) LOTS 3 AND 4 SHALL NOT HAVE ANY IMPERVIOUS IMPROVEMENTS PLACED IN THE SOUTH WEST NO BUILD ZONE.



SURVEYOR'S CERTIFICATE:
I, JAMES D TAYLOR, DO HEREBY CERTIFY THAT I AM A UTAH PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO.: 7845950 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS AMENDED LOT 10 OF ALL AMERICAN ACRES, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION
BEGINNING AT A CORNER WHICH BEARS S 84°58' E 565.8 FT FROM THE WITNESS CORNER TO THE NORTH 1/4 CORNER SECTION 17, T26S, R22E SLB&M (TRUE 1/4 CORNER BEARS S 89°15' W 31.68 FT FROM SAID WITNESS CORNER), PROCEEDING THENCE S 49°56'00" E 238.48 FT THENCE S 40°40'30" W 215.14 FT THENCE N 50°01'00" W 181.20 FT, THENCE N 25°44'33" E 222.30 FT TO THE POINT OF BEGINNING (CONTAINING 1.04 AC.)

DATE: _____
JAMES D TAYLOR LICENSE No. 7845950

OWNER'S DEDICATION:
KNOWN ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS THE

QUARTER HORSE FLAT

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS DAY OF ____ A.D.

OWNER _____ DATE _____
OWNER _____ DATE _____

ACKNOWLEDGMENT:

STATE OF _____)
) §
COUNTY OF _____)
ON THE ____ DAY OF _____, PERSONALLY APPEARED
BEFORE ME _____, WHO DULY
ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN _____

P.O. Box 218
80 EAST CENTER ST.
MOAB, UTAH 84532
PH (435) 259-8171
DATE: 5-18-15
DRAWN BY: JDT



COUNTY ENGINEERS APPROVAL:
APPROVED BY THE GRAND COUNTY ENGINEER THIS ____ DAY OF ____ 20__

GRAND COUNTY ENGINEER

COUNTY COUNCIL APPROVAL:
PRESENTED TO THE _____
THIS DAY OF ____ A.D. 20__ SUBDIVISION APPROVED.

ATTEST
COUNTY CLERK CHAIRMAN, GRAND COUNTY COUNCIL

COUNTY RECORDER No.: _____
STATE OF UTAH, Co. of GRAND. RECORDED AT THE REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____ FEE: _____
RECORDER: _____ JOHN ALLEN CORTEZ