Governing Board Meeting

June 7, 2018 | 9:00 – 11:00 AM

Taylorsville City Hall – City Council Meeting Room
2600 West Taylorsville Boulevard
Taylorsville, UT 84128

Please note: start times for individual items are approximate.

MEETING AGENDA

1. Welcome & Introductions 9:00 AM

2. Consent Agenda ~ 9:05 AM
   a) [Action Item] Approve Agenda
   b) [Action Item] Approve Meeting Minutes
      1) May 3, 2018 Governing Board Meeting

3. Fiscal Year 2018 - 2019 Annual Budget ~ 9:10 AM
   a) Review Budget Proposal & Updates
   b) Public Hearing
   c) [Action Item] Discussion & Adoption of Annual Budget

4. Jordan River Assistance Fund – Small Grant Award ~ 9:40 AM
   a) [Action Item] West Valley City Milkweed & Butterfly Habitat Restoration

5. Presentations ~ 9:50 AM
   a) Jordan River Water Trail Update
   b) Salt Lake GreenBike Bike Share Program

6. Executive Director’s Report ~ 10:30 AM
   a) Financial Report
      1) Third Quarter Budget Review
      2) [Action Item] Budget Amendment #2
   b) Jordan River Commission Grant/Donation Awards and Updates
      1) $110,000 Wasatch Front Regional Council (WFRC) Transporation & Land Use Connection Grant for an update of the Blueprint Jordan River
      2) $20,000 UDAF - ISM Grant for the Millcreek Confluence Restoration project
3) [Action Item] $17,400 UDAF - ISM Grant for the Riverton Ponds Restoration project
4) $16,600 UDAF - ISM Grant for the Puncturevine Bio-Control (weevil) project
5) $12,250 Pass-Through Sponsorships & Expenditures for the Golden Spoke Event
6) $10,000 Donation through Community Foundation of Utah for tree planting on the Jordan River

c) Grant Opportunities for Member Organizations
   1) Division of Forestry Fire & State Lands Bank Stabilization Grant

d) Recent Events and Activities
   1) League of American Bicyclists Bicycle Friendly Business & Community Designations
   2) May 12 – Range to River Relay [https://sevencanyonstrust.org/events/relay](https://sevencanyonstrust.org/events/relay)
   3) June 2 – “Golden Spoke” Bike Ride & Celebration [http://goldenspokeutah.org](http://goldenspokeutah.org)

e) Upcoming Events and Activities
   1) September “Get Into The River” Festival [https://www.getintotheriver.org](https://www.getintotheriver.org)
   2) Fall “Best Practice” Workshop - date TBA

f) Staff Updates – Search for New Volunteer & Outreach Coordinator

7. Public Comment ~ 10:50 AM

   This is a time for members of the general public to provide comment on items not specifically listed for discussion in the agenda. Comments will be limited to two minutes per speaker, and the entire public comment period is limited to ten minutes.

8. Adjourn ~ 11:00 AM

   Governing Board action may be taken on any agenda item during the meeting.

   Per Utah’s Open and Public Meetings Act (Utah Code 52-4-101 et seq), a closed meeting may be held for the following purposes, 1) the character/professional competence/health of a person; 2) strategies for collective bargaining; 3) pending or imminent litigation; 4) the price of real property; 5) security personnel or devices; or, 6) criminal misconduct allegations.

   People with disabilities may make requests for reasonable accommodation no later than 48 hours in advance of Jordan River Commission Board meetings. Accommodations may include alternate formats, interpreters, and other auxiliary aids. The meeting locations rotate, but should all be accessible facilities. For questions or additional information, please contact the Executive Director at 801-536-4815, or sorensimonsen@utah.gov. In accordance with State Statute and Board Policy, one or more Board Members may be connected via speakerphone.
Item 1 – Welcome & Introductions

This is an opportunity to introduce members of the Jordan River Commission Governing Board and alternates, as well as visitors and guests.
**Item 2 – Consent Agenda**

**Approve Meeting Minutes**

Minutes from the May 3, 2018, Governing Board Meeting are attached.
The Executive Director will present a brief updated summary of the annual budget for Fiscal Year 2018 - 2019. The fiscal year for the Jordan River Commission is July 1 through June 30 of the following year, which is the same fiscal year as municipalities in Utah.

The following attachments include the revised proposed budget, a spreadsheet that describes the apportionment of member contributions for the various public and private entities that make up the Jordan River Commission, a budget framework with recommendations for allocation of new revenues from the recent legislative appropriation through HB 216 – Jordan River Recreation Area, and a highlighted copy of HB 216.

Income sources are budgeted primarily from anticipated member contributions, awarded grants, appropriations, donations (if any) and programming.

The Interlocal Member agency contributions are based on provisions of the Interlocal Agreement. The Ex-Officio member contributions are based on contributions negotiated at the time these organizations and stakeholders join the Commission.

Expenses are primarily budgeted based on prior year trends in most expense categories. Some changes to the expense budget this year are based on new revenue sources. Staff recommended expenditures are outlined in the attached budget framework, and included in the proposed budget.

The final budget will be as directed and approved by the Commission’s Governing Board. It is anticipated that final budget adoption will occur at the June 7, 2018, Governing Board meeting.

Additional working sessions have been scheduled with the Executive Committee, and various entities identified as specific stakeholders through the legislative appropriation.

In accordance with State Law, Public Hearings were scheduled for the May and June Governing Board meetings to allow members of the public to comment on the proposed budget prior to its adoption. These Public Hearings have been noticed on the Utah Public Notice website, and through the Deseret News and The Salt Lake Tribune newspapers in the Legal Notices.
## 2018-2019 Fiscal Year Proposed Budget | Jordan River Commission

Final Proposal – June 7, 2018

### INCOME

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<tr>
<th></th>
<th>Budget</th>
<th>Actual</th>
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<tbody>
<tr>
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<td>2 Ex-Officio Contributions</td>
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### EXPENSES

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<th>Actual</th>
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<td>2300 Mileage &amp; Auto</td>
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<td>2400 Supplies &amp; Public Notices</td>
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<td>2700 Events, Conferences &amp; Workshop</td>
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<tr>
<td>Gala &amp; Legislative Dinner</td>
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<td>Get Into The River Festival Contribution</td>
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<td>2900 Telephone/Computer/Internet</td>
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<td>Domain &amp; Web Hosting</td>
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<td><strong>3100 Accounting</strong></td>
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<td><strong>3300 Insurance</strong></td>
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<td>2018 - 2019 Legislative Appropriations – Jordan River Recreation Area</td>
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<td>Maintenance Equipment</td>
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<td>Vehicle Acquisition/Repair</td>
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<td>Education Curriculum Development &amp; Implementation</td>
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<td>WFRC Transportation &amp; Land Use Connection Grant</td>
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<td>UDAF ISM - 2017 Millcreek Confluence Restoration</td>
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<td>UDAF ISM - 2017 Puncturevine Bio-Control</td>
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<td>UDAF ISM - 2017 Riverton Ponds Restoration</td>
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<td><strong>6300 Trail Map</strong></td>
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<td>Total Operating Expenses</td>
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<td><strong>NET OPERATING INCOME (LOSS)</strong></td>
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<td>Best Practice Guidebook</td>
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<td>MyJordanRiver.org Mobile Website</td>
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<td><strong>BALANCE</strong></td>
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<td>Municipality*</td>
<td>Population</td>
<td>Municipal Members</td>
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<td>--------------</td>
<td>------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Bluffdale</td>
<td>7,598</td>
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<tr>
<td>Cottonwood Heights</td>
<td>33,433</td>
<td>3.1%</td>
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<tr>
<td>Draper</td>
<td>43,374</td>
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<tr>
<td>Lehi</td>
<td>47,407</td>
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<td>Midvale</td>
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<td>Murray</td>
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<td>Murray West</td>
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<td>North Salt Lake</td>
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<td>Riverton</td>
<td>38,793</td>
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<td>17.4%</td>
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<td>Sandy</td>
<td>87,461</td>
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<td>South Jordan</td>
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<td><strong>MUNICIPALITIES TOTAL</strong></td>
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*Commission members in bold

Water Reclamation Facilities

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<tr>
<th>Facility</th>
<th>Volume (MGD)</th>
<th>Design Flow</th>
<th>Current Average Annual Flow</th>
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<td>Central Valley Water Reclamation Facility</td>
<td>75</td>
<td>48.1%</td>
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<tr>
<td>South Davis Water Treatment Plant</td>
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<tr>
<td>North Salt Lake</td>
<td></td>
<td>7.7%</td>
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<tr>
<td>South Valley Water Reclamation Facility</td>
<td>50</td>
<td>3.2%</td>
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<tr>
<td>Jordan Basin Water Reclamation Facility</td>
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<td><strong>POW TOTAL</strong></td>
<td><strong>166</strong></td>
<td><strong>100.00%</strong></td>
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*EX-OFFICIO TOTAL 2020 $29,400.00

**CHARGES CONTRIBUTIONS EX-Officios Members TOTAL**

<table>
<thead>
<tr>
<th>Ex-Officio Members TOTAL</th>
<th>Utah State Fairpark</th>
<th>Workers Compensation Fund</th>
<th>Jordan River Foundation</th>
<th>Rocky Mountain Power</th>
<th>Washatch Rowing Foundation</th>
<th>Chevron</th>
<th>Utah Lake Commission</th>
<th>Zion Bank</th>
<th>Tracy Avary</th>
<th>Community At-Large (Denise Winslow)</th>
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<td>$5,277.41</td>
<td>$1,078.53</td>
<td>$3,006.62</td>
<td>$19,776.01</td>
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<td>$3,554.51</td>
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<td>$2,245.44</td>
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<td>$3,554.51</td>
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<td>$6,091.04</td>
<td>$583.46</td>
<td>$189,321.04</td>
<td>$6,091.04</td>
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<td>$1,166.22</td>
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**TOTAL OPERATING INCOME**

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<th>$80,051.04</th>
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<td>County/Portion</td>
<td>$45,351.02</td>
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<td><strong>TOTAL OPERATING INCOME</strong></td>
<td><strong>189,321.04</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$189,321.04</strong></td>
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**GOVERNMENTAL MEMBERS**

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<tr>
<th>Governmental Member</th>
<th>South Jordan</th>
<th>South Salt Lake</th>
<th>Cottonwood Heights</th>
<th>Draper</th>
<th>Lehi</th>
<th>Midvale</th>
<th>Central Valley Water Reclamation Facility</th>
<th>North Salt Lake</th>
<th>Riverton</th>
<th>South Davis Water Treatment Plant</th>
<th>Salt Lake City</th>
<th>South Valley Water Reclamation Facility</th>
<th>Sandy</th>
<th>Saratoga Springs</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Bluffdale</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
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**EX-OFFICIOS MEMBERS**

<table>
<thead>
<tr>
<th>Ex-Officio Members</th>
<th>Utah State Fairpark</th>
<th>Workers Compensation Fund</th>
<th>Jordan River Foundation</th>
<th>Rocky Mountain Power</th>
<th>Washatch Rowing Foundation</th>
<th>Chevron</th>
<th>Utah Lake Commission</th>
<th>Zion Bank</th>
<th>Tracy Avary</th>
<th>Community At-Large (Denise Winslow)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Bluffdale</td>
<td>1</td>
<td>1</td>
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<td>1</td>
<td>1</td>
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**TOTAL REVENUE**

| **80,051.04** | **189,321.04** | **100.00%** | **$189,321.04** |

*DEQ also provides in-kind contributions of office space, computers, software, copying, telephone, fax, etc.
Ongoing Funds

$250,000    Jordan River Recreation Area

These funds are for use in the Jordan River Recreation Area. This area is defined as 250 yards on either side of the Jordan River, for its entire length.

This portion of the legislative appropriation is identified as an ongoing annual appropriation beginning in the 2018-2019 fiscal year, and each year thereafter, subject to annual appropriation by the Utah Legislature.

These funds can be used for the purposes of patrolling, law enforcement, maintenance and environmental education when approved by the Commission, in consultation with jurisdictional governments, and local municipalities.

Proposed Budget Allocation:

- $25,000 * Division Administration
- $150,000 Law Enforcement, Safety & Security Enhancements
- $50,000 Urban Ranger Program Expansion
- $25,000 ** Additional Jordan River Commission Staff Salary (partial)

$250,000    Jordan River Recreation Area “Zone”

These funds are for specified for use in the Jordan River Recreation Area “Zone.” This zone is defined as 250 yards on either side of the Jordan River, from State Highway 201 at the north end, to 4430 South (State Highway 266 / 4500 South) at the south end.

This portion of the legislative appropriation is identified as an ongoing annual appropriation beginning in the 2018-2019 fiscal year, and each year thereafter, subject to annual appropriation by the Utah Legislature.

These funds can be used for a wide variety of trail, park, recreation, amenity, restoration, conservation, and other uses when approved by the Commission, other jurisdictional governments, and local municipalities.

Staff Proposed Allocation:

- $25,000 * Division administration
- $200,000 Projects, Programs and Partnerships within the “Zone”
- $25,000 Additional Jordan River Commission Staff Salary (partial)

* Represents funds allocated by the Legislature for Division administration
** Subject to legal review and used for specific purposes enumerated in the Legislation
$250,000  **Jordan River Recreation Area**

These funds are for use in the Jordan River Recreation Area. This area is defined as 250 yards on either side of the Jordan River, for its entire length.

This portion of the legislative appropriation is one-time funding for the 2018 - 2019 fiscal year.

These funds can be used for the purposes of patrolling, law enforcement, maintenance and environmental education when approved by the Commission, in consultation with jurisdictional governments, and local municipalities.

Proposed Budget Allocation:

- $10,000 * Division administration
- $50,000 Law Enforcement, Safety & Security Enhancements
- $40,000 Maintenance, Cleanup & Restoration
- $5,000 Maintenance Equipment
- $20,000 Vehicle Acquisition/Repair
- $125,000 Education Curriculum Development & Implementation

$250,000  **Jordan River Recreation Area “Zone”**

These funds are for specified for use in the Jordan River Recreation Area “Zone.” This zone is defined as 250 yards on either side of the Jordan River, from State Highway 201 at the north end, to 4430 South (State Highway 266 / 4500 South) at the south end.

This portion of the legislative appropriation is one-time funding for the 2018 - 2019 fiscal year.

These funds can be used for a wide variety of trail, park, recreation, amenity, restoration, conservation, and other uses when approved by the Commission, other jurisdictional governments, and local municipalities.

Proposed Budget Allocation:

- $10,000 * Division administration
- $240,000 Projects, Programs and Partnerships within the “Zone”

* Represents funds anticipated by the Legislature for Division administration
JORDAN RIVER RECREATION AREA

2018 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Mike Winder

Senate Sponsor: Evan J. Vickers

Cosponsors:

Sandra Hollins
Val K. Potter

Gregory H. Hughes
Marie H. Poulson

Eric K. Hutchings
Susan Pulsipher

Ken Ivory
Paul Ray

Michael S. Kennedy
Edward H. Redd

Brian S. King
Angela Romero

John Knotwell
Douglas V. Sagers

Karen Kwan
Scott D. Sandall

Bradley G. Last
Mike Schultz

A. Cory Maloy
V. Lowry Snow

Daniel McCay
Keven J. Stratton

Michael K. McKell
Raymond P. Ward

Carol Spackman Moss
Christine F. Watkins

Merrill F. Nelson
R. Curt Webb

Michael E. Noel
Elizabeth Weight

Derrin R. Owens
John R. Westwood

Lee B. Perry
Mark A. Wheatley

Jeremy A. Peterson
Logan Wilde

Val L. Peterson
Brad R. Wilson

Dixon M. Pitcher

LONG TITLE
General Description:
This bill deals with an area along the Jordan River.

Highlighted Provisions:
This bill:

- defines terms; and
- authorizes the Division of Forestry, Fire, and State Lands, in consultation with the Jordan River Commission and other entities, to expend money as appropriations allow on projects around the Jordan River under certain conditions.

Money Appropriated in this Bill:
This bill appropriates in fiscal year 2019:

- to the Department of Natural Resources -- Division of Forestry, Fire, and State Lands -- Project Management:
  - from the General Fund, one-time, $500,000; and
  - to the Department of Natural Resources -- Division of Forestry, Fire, and State Lands -- Project Management:
    - from the General Fund, ongoing, $500,000.

Other Special Clauses:
None

Utah Code Sections Affected:
ENACTS:

65A-2-8, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:
Section 1. Section 65A-2-8 is enacted to read:


(1) As used in this section:

(a) "Commission" means the Jordan River Commission created by interlocal
agreement.

(b) "Zone" means the Jordan River Recreation Area, the area 250 yards on each side of the Jordan River from the edge of the river between SR-201 and 4430 South.

(2) The division, subject to applicable federal, state, and local laws and ordinances and Subsections (3) and (4), may:

(a) expend money for the following purposes:

(i) enhancing safety, recreation, and conservation in the zone;

(ii) capital improvements within the zone, including:

(A) lighting along the Jordan River and within the zone;

(B) completing construction of a paved pathway on both sides of the Jordan River within the zone;

(C) building a boat launch, picnic pavilion, bench, restroom, or other amenity within the zone; and

(D) supporting an aviary, nature area, bike or boat rental concessionaire, or other partnerships to enhance recreation in the zone;

(iii) funding programs to clean the zone, remove invasive species, and restore riparian habitat;

(iv) hiring or contracting for personnel to perform tasks as directed by the commission;

(v) partnering or contracting with urban ranger or similar service-oriented organizations or programs:

(A) to provide trail maintenance, emergency care, and environmental education for the area 250 yards on each side of the Jordan River from the edge of the river for the entire length of the river; and

(B) to report to the appropriate public official all health, safety, or law enforcement concerns that the organization encounters, as directed by the commission; and

(vi) partnering or contracting with local law enforcement or a certified peace officer to provide patrol, security, and law enforcement for the area 250 yards on each side of the Jordan
River from the edge of the river for the entire length of the river; and

(b) purchase, lease, sell, or dispose of property or an easement within the zone to achieve the goals in Subsection (2)(a).

(3) (a) Before engaging in any activity described in Subsections (2)(a)(i) through (2)(a)(iii) or Subsection (2)(b), the division shall receive the approval of:

(i) the commission;

(ii) any relevant governmental entity that owns or is responsible for the maintenance of real property within the zone, including Salt Lake County Flood Control; and

(iii) the relevant municipality within the zone.

(b) Before engaging in any activity described in Subsections (2)(a)(iv) through (2)(a)(vi), the division shall:

(i) receive the approval of the commission; and

(ii) consult with:

(A) any relevant governmental entity that owns or is responsible for the maintenance of real property within the zone; and

(B) the relevant municipality within the zone.

(4) The programs described in this section may only be implemented as appropriations from the Legislature allow.

Section 2. Appropriation.

The following sums of money are appropriated for the fiscal year beginning July 1, 2018, and ending June 30, 2019. These are additions to amounts previously appropriated for fiscal year 2019. Under the terms and conditions of Title 63J, Chapter 1, Budgetary Procedures Act, the Legislature appropriates the following sums of money from the funds or accounts indicated for the use and support of the government of the state of Utah.

ITEM 1

To the Department of Natural Resources - Division of Forestry, Fire, and State Lands

From General Fund, one-time $500,000
From General Fund, ongoing

Schedule of Programs:

Project Management $1,000,000

The Legislature intends that the Division of Forestry, Fire, and State Lands use up to 10% of appropriated funds on administrative functions and then spend remaining appropriated under this section to implement the programs described in Section 65A-2-8, with half the remaining money appropriated expended on the programs described in Subsections 65A-2-8(2)(a)(i) through (iv) and half the remaining money appropriated expended on the programs described in Subsections 65A-2-8(2)(a)(v) and (vi).
Item 4 – Jordan River Assistance Fund – Small Grant Award

A single application was received for the Small Grant program. A copy is attached. The Governing Board may consider whether to award the grant based on the criteria in the attached solicitation.
The Jordan River Commission (JRC) recognizes that full implementation of the vision outlined in the Blueprint Jordan River will require the assistance and efforts of many organizations and individuals from within and outside of the JRC organization. As resources allow, the JRC is pleased to support its members and partner organizations with small grants to encourage community engagement and greater inter-agency partnerships.

**GRANT PURPOSE**

The small grants program is available to the Commission’s member governments and other community partners. The program offers small matching grants for projects, programs and partnerships that help implement the goals of the [Blueprint Jordan River](#), and meet at least one of the following Purposes:

1. Encourage and promote multiple uses of the river and river corridor
2. Foster communication and coordination
3. Promote resource utilization and protection
4. Maintain and develop recreation access
5. Monitor and promote responsible economic development
6. Identify and secure funding for the acquisition of critical habitat and open space
7. Engage in ongoing planning for the identified Jordan River Blueprint study area

**GRANT AMOUNTS & MATCH REQUIREMENTS**

1. Awards may be given up to $2,500.00
2. A minimum match of 1:1 for all funding requests is required. Match may be cash or in-kind, and may come from public or private sources.

**PROPOSAL REQUIREMENTS**

Written Proposal

All requests for funding must be accompanied by a written proposal that includes the following:

1. Project Overview – title, location, purpose, objectives
2. Project Budget – request from JRC, matching contributions, total project cost
3. Project Timeline – schedule of general starting and concluding dates, and milestones

4. A narrative that describes how the proposal meets the Purposes and goals of the Blueprint Jordan River, and how the project provides a return on investment to the Jordan River Commission and its members. Please cite specific references to goals listed in pages 41-50 of the Blueprint Jordan River visioning document.

5. Letter of support – a minimum of one letter of support, preferably from a source that will be providing matching funds. Other letters of general support are welcome but not required.

Written proposals must not exceed four pages, including any graphics, maps or charts. Letters of support are not counted in the four page limit.

Board Meeting Presentation

In addition to the written proposal, applicants are required to attend the Governing Board meeting following the grant submission to give a brief presentation (no more than 5 minutes) about the proposed project, and to answer any questions about the proposal from the Board. Please specifically highlight in the presentation how your project ties back to the goals of the Blueprint Jordan River or the purposes of the Jordan River Commission.

These meetings are scheduled for the first Thursday of the month, from 9:00 to 11:00 AM, and are typically held at the Taylorsville City Hall. Commission staff will confirm the meeting details following receipt of a grant application.

SUBMISSION REQUIREMENTS

Proposals are accepted at any time during the following periods:

Proposals received May – October of each year will be considered at the Board meeting on the first Thursday in November. Submissions should be made on the Thursday two weeks prior to the Board meeting.

Proposals received November – April of each year will be considered at the Board meeting on the first Thursday in May. Submissions should be made on the Thursday two weeks prior to the Board meeting.

Please submit proposals as a single PDF file by email to: Soren Simonsen at sorensimonsen@utah.gov. Please limit file size to 10 MB. Please include in the subject line “JRAF Small Grant Proposal.”

Late submissions after the deadline will be considered in the next funding cycle.

EVALUATION CRITERIA

The following criteria will be used in evaluating requests for funding:
1. Has the organization requesting the funds provided a proposal to the Jordan River Commission that meets all proposal requirements listed above?

2. Does the project fit within one of the Jordan River Commission’s seven purposes, and provide a return on investment to the Jordan River Commission and its members (see Purpose statements on Page 1).

3. Does the project correlate to one or more of the goals outlined in pages 41-50 of the Blueprint Jordan River Action Plan?

   Blueprint Jordan River Action Plan Categories:
   
   a. Flood Control and Hydrology
   b. Stormwater Management
   c. Vegetation and Habitat
   d. Circulation and Connection
   e. Building Community
   f. Recreation and Tourism
   g. Education and Interpretation

4. Does the organization bring other matching funds to the project? Projects must meet minimum matching requirements for the amount requested. Projects that exceed the minimum matching requirements may be given priority consideration.

5. Has the Jordan River Commission provided assistance or funding to this project in the past? Both new and ongoing projects are encouraged to apply.

6. Has the Jordan River Commission provided assistance or funding to this organization in the past? Both new and existing partners are encouraged to apply.

7. Does this project proposal result in tangible outcomes? Project-based proposals that result in tangible products (e.g. programs, studies, processes, or physical improvements) may receive priority over proposals that fund staff time, labor, administration or operational expenses.

**GENERAL GRANT GUIDELINES**

1. Questions about any aspect of the JRAF Small Grants Program should be directed to Commission staff. Please email Soren Simonsen, Executive Director, at sorensimonsen@utah.gov.

2. Please prioritize grant requests. Organizations are welcome to apply for one grant during each funding cycle. Multiple grant requests from the same organization will not be accepted during a funding cycle.

3. If two or more organizations are partnering on a project, they may apply together for one grant in each grant cycle. Multiple grant requests from different organizations for the same project in a grant cycle, regardless of the number of organizations involved in the project, will not be considered.
4. The JRC cannot guarantee that funding is available for any given funding cycle. Communication with Commission staff to verify that funds are available during a funding cycle before applying is encouraged.

5. Should an application not be funded by the JRC during a funding cycle, applicants are welcome to reapply during the next cycle should they choose to do so. Communication with staff may be helpful to receive feedback on an unsuccessful application.

6. Should an application not be selected for an award during a grant funding cycle, an organization must re-apply to be considered in the next funding cycle in order for it to be re-considered. The JRC will not hold applications from one cycle to the next (this does not apply to late submissions, as noted above).

7. The Jordan River Commission has the right to determine whether or not to award any grant, even if it meets the evaluation criteria.

POST PROJECT REPORTING

The submission of a post-project report is required. Reports should describe the outcomes of the project, and how it helped to implement at least one of the recommendations of the Blueprint Jordan River as outlined in the application. Reports should be limited to two pages. However, photographs or graphics that illustrate the project outcomes are encouraged, and are not considered part of the two page limit.

Grant recipients are also asked to provide a brief presentation to the Jordan River Commission Governing Board at the conclusion of the funded project or program. These meetings are scheduled for the first Thursday of each month, from 9-11 am, and are typically held at the Taylorsville City Hall. Please contact sorensimonsen@utah.gov to be included in the agenda of an upcoming meeting.
Project Overview:

The goal of this project is to help restore Utah native Milkweed to the banks of the Jordan River, to help offset the loss of natural Milkweed that has occurred due to development and common landscaping practices and weed spraying. Milkweed is the primary food source of Monarch Butterflies whose population has declined rapidly in the past decade, primarily from habitat and food source loss along their migratory paths. As part of a partnership with the Thayne’s Foundation of Salt Lake Community College, West Valley City, and Salt Lake County, an initial project area has already been created in which over $1,000 of Milkweed plants and seeds have been introduced along the Decker Drain Canal. This proposal would aim to expand a Milkweed and Butterfly Sanctuary area along the Jordan River Trail and Decker Lake drain, by gaining matching funds from this grant. The current project area is also located along a spur trail by the Redwood Nature Area, ensuring that it gets high traffic and is very visible along the primary trail way.

The main objective of this proposal is to plant additional Milkweed along the south side Canal banks of the Decker Drain that run parallel to the Trax line through the Chesterfield neighborhood of West Valley City and directly North of the Redwood Natural preserve area. Staff from West Valley City’s Administration has collaborated with Staff from Salt Lake County’s Parks and Recreation department to determine that this is an area where Milkweed would hopefully thrive, would not disrupt maintenance or upkeeping along the Jordan River or other Canal banks, and would enhance the area. A map of the proposed site is shown in Appendix A at the end of this document. At this time the area would be left in a “natural” setting, but if this grant is awarded a trail marker could be budgeted for in addition to additional Milkweed planting (See Exhibit B).
Overall, the goals of this project are straightforward. In order to create more potential habitat for Monarch butterflies, native species of Milkweed need to be planted. The Jordan River Trail is a natural fit for such an area because it is terrain that Milkweed would thrive in, and a desirable location has been located that would allow for a simple introduction of Milkweed. Only species of Milkweed native to Utah would be planted (Butterfly Weed and Swamp Milkweed), in order to give the plants a best chance to survive. Both germinated and cold stratified seeds and live plants will be used in planting, and a management plan will be adopted to control other weeds while the Milkweed takes root. Ultimately, if successful this will leave a natural area for butterflies to lay eggs and feed, and hopefully spur further efforts by citizens in WVC and Salt Lake County to realize the precarious situation of the Monarch butterfly.

**Proposed Budget:**

*Funds Requested: $1,500*

*Funds already spent by West Valley City: $1,500*

*Total Project Expenditure: $3,000*

**How Grant Funds will be Spent:**

Seeds + Live Plants - $1750

Equip Rental and other Planting Costs - $250

Trail Marker Post Tops - $500*

*Any funds left over will be spent on additional Milkweed*

**Project Timeline:**

*March 26: Order Seeds, prepare SLCC Greenhouse for Cold Stratification*

*April 6th: Tilling of proposed area with SLCC Young Leaders & Volunteers: April 6*

*April 20th: Planting of live plants and seeds*
April 20-May 30: Conduct Weed management via volunteers from community groups, SLCC volunteers, and WVC staff member.

Post May 30: Utilize JRC Matching funds to purchase more plants and seeds and complete the 2nd phase of planting along the Decker Lake Drain Canal. Estimated Completion date of 3-4 weeks after Grant Funds are received depending on Shipping Times. Purchase Tile Topped Trail Marker Posts. Estimated Completion date of 3-4 weeks after funds are received.

Narrative:

The creation of a Butterfly Sanctuary along the Jordan River Trail would not only help meet West Valley City goals and address citizen concerns about the eradication of habitat and food sources for Monarch Butterflies but would be an enhancement of the Jordan River trail and add a new feature to an area that could use beautification. Milkweed is a plant that is visually appealing while in bloom, and one variety that is to be used in this project (Butterfly Weed) was voted the Perennial Plant of the Year by the Perennial Plant Association. The location of this project is likewise ideal, as it is located in an area where Milkweed will grow well (it thrives along canal banks and other wet areas) and is highly visible to the public. Likewise, it is located adjacent to the Redwood Nature Area, and along the spur trail that runs the both the circumference of that location and up to Decker Lake. Any person utilizing this length of the trail would have a hard time not noticing this area once the Milkweed took root and was in bloom, and it could easily be accessible for educators, gardeners, or other interested citizen groups. Our coalition finds that this meets the specific purpose of the Jordan River Commission to Promote Resource Utilization and Protection, while also adding native Vegetation and Habitat and adding to the greater communities Education and Interpretation.

If this grant is awarded, West Valley City staff would be able to further the impact of this project in multiple ways, that would help further the mission of the Jordan River Commission. With this grant West Valle City staff would work with Community Arts of Utah to create a decorative tile that could be
placed on top of a trail marker post along the Decker Lake Drain spur trail and Jordan River Trail (see Exhibit A). Likewise, staff would also be able to finish planting Milkweed along the remaining stretch of the Canal, to further enhance the area and give a uniform look to the canal edge. Both West Valley City Staff and volunteers from Salt Lake Community College’s Thayne’s Foundation find that this would help Encourage and Promote Multiple Uses of the River by offering a new and unique feature, help monitor and Promote Responsible Economic Development by furthering City goals to offset Milkweed loss in the area and help in Building Community by furthering partnerships with local artists.

Overall, this is a fairly low impact project with the potential to completely transform an area of the Jordan River Trail. Not only would it be a new and unique feature to the Jordan River Corridor, it would also enhance an existing trail area (the Redwood Nature Area) and introduce two new Utah native plants that will help replace destroyed Monarch Butterfly nesting grounds. This will help enhance the mission of the Jordan River Commission and will represent a low cost but high impact installation along the trail system. West Valley City has likewise already put the resources in to complete a “phase one” of this project and would be happy to both align its City priorities with those of the Jordan River Commission. The scope of this project would able to be radically extended if it was to receive these grant funds, and your consideration is appreciated.

Sincerely

John Rock Management Analyst, West Valley City
Exhibit B: Trail Marker Mock Up

- Hand-painted ceramic tile designed and created by local artist Roger Whiting
- "Monarch Butterfly Sanctuary" engraved plaque
- Engraved plaque designating sponsor of trail marker
- Recycled composite decking
- Concrete footing
From: Councilwoman Karen Lang
City: West Valley City
Date: May 8, 2018

Letter of Support – Monarch Butterfly Sanctuary Project

To the Jordan River Commission:

At the beginning of 2018, West Valley City’s elected officials held their annual strategic planning meeting, and one of the topics brought up was the radical decline in Monarch Butterflies. This concern was brought up by a constituent within the city who had fond memories of collecting cocoons with their children and releasing the butterflies that hatched and relayed to Council that as more and more development occurred, areas where Milkweed had previously grown were being eliminated. As a result, city staff was instructed to looking into how to preserve, rehabilitate, or plant new Milkweed plants within City borders. Likewise, staff was instructed to expand on this idea, and make Monarch Butterfly restoration into a “Place Making” project within West Valley City.

The first effort is currently underway, as the City has purchased $1,000 worth of Milkweed plants and seeds to plant alongside the Decker Drain Canal, located along a spur of the Jordan River Trail that encircles the Redwood Nature Area. This project is just the first step in a city-wide effort to promote Milkweed cultivation, is being undertaken in partnership with students from the Leadership Class of the Thayne’s Foundation of Salt Lake Community College, and in cooperation with Salt Lake County officials. Tilling and planting in this area will occur between April 6th and April 24th, and two species of Milkweed (Butterfly Weed and “Soulmate” Swamp Milkweed) will be used so this area can be designated as a “Butterfly Sanctuary”.

I would like to offer my support and approval of this project, and hope that the Jordan River Commission will award a full matching grant to this project. Further funding would be used to further beautify the area with either a public mural or custom designed tile trail markers, allow for a business friendly “tile” to be produced for companies that either plant or donate money to increase Milkweed habitats, and help offset costs to plant milkweed on the opposite side of the Decker Drain canal bank. While no one effort will help bring Monarchs back to their former population, West Valley City feels that this project is both one that responds to it’s citizens concerns, and also promotes conservation and preservation of open spaces along the Jordan River Trail segment within city limits.

Thank you for your consideration,

[Signature]

Councilwoman Karen Lang
Item 5 – Presentations

Jordan River Water Trail Update

Mr. Kenneth Richley, a project manager with Salt Lake County Parks & Recreation Division, will present an update on the Jordan River Water Trail program. This project, which includes funding from the county and other sources, is intended to provide improved boater access and address navigational hazards along the entire length of the Jordan River.

Salt Lake GreenBike Bike Share Program

Mr. Ben Bolte, Executive Director of the Salt Lake GreenBike Bike Share program, will present a summary of the bike share program, including ongoing efforts to expand bike sharing beyond the core of Downtown Salt Lake City. Discussions have been ongoing since last fall to explore possibilities for providing several bike sharing opportunities along the Jordan River Corridor.
Item 6 – Executive Director’s Report

Item 6.a Financial Report

Third Quarter Financial Report

A copy of the third quarter financial report is attached. This information will be reviewed by the Executive Director.

Budget Amendment #2

A copy of Budget Amendment #2 is attached, with staff recommendations for adjustments to the budget based on new revenue, and minor changes to income and expenditure categories to reflect actual trends.

Item 6.b Grant Awards and Updates

The Director will provide information and updates on the following Grant/Donation Awards since the last Governing Board meeting.

a) $110,000 Wasatch Front Regional Council (WFRC) Transportation & Land Use Connection Grant for an update of the Blueprint Jordan River
b) $20,000 UDAF - ISM Grant for the Millcreek Confluence Restoration project
c) $17,400 UDAF - ISM Grant for the Riverton Ponds Restoration project
d) $16,600 UDAF - ISM Grant for the Puncturevine Bio-Control (weevil) project
e) $12,250 Pass-Through Sponsorships & Expenditures for the Golden Spoke Event
f) $10,000 Donation through Community Foundation of Utah for tree planting

Discussion of these items will also be included as part of the Budget Proposal, earlier on the agenda.

The contract for the Riverton Ponds is recommended for approval based on a prior RFP conducted for already completed phases. Staff is recommending an expedited approval as a continuation of the project under the prior professional services agreement. This recommendation is based on the provision that the contractor, RiverRestoration.org, LLC, was previously selected through a competitive RFP process, has a successful and established work history with the project, was instrumental in obtaining funding for the Phase 3 continuation of the project, and the desire to begin timely work on the project this spring. A copy of the master grant agreement, as well as Jordan River Commission procurement policy, are also attached.
**Item 6.d  Recent Events and Activities**

**Bicycle Friendly Community & Business Recognition**

May was “Bike Month” across Utah and the United States. Many counties, municipalities, and bicycle interests groups conducted activities throughout the month.

In May, the Jordan River Commission was recognized as a Bronze level Bicycle Friendly Business by the League of American Bicyclists ([https://bikeleague.org](https://bikeleague.org)). This honorary designation recognizes businesses, universities and communities that have developed or are developing programs, policies and infrastructure to support safe cycling environments for a wide variety of bicycle users.

Commission members, partners and stakeholders are encouraged to explore applying for the designation themselves, highlighting the many ways that we are expanding cycling in our communities through continued development, enhancement and connections with the Jordan River Parkway Trail.


**Range to River Relay**

May 12, 2018, was the date for the annual Range to River Relay ([https://sevencanyonstrust.org/events/relay](https://sevencanyonstrust.org/events/relay)). This team oriented, multi-modal recreation activity introduced participants to many ways to enjoy the Jordan River Parkway and its connecting trails — cycling, paddling and running.

**Golden Spoke**

June 2, 2018, was the date for the first annual “Golden Spoke” Bike Ride & Celebration ([http://goldenspokeutah.org](http://goldenspokeutah.org)). This event was a celebration of the completion of the Jordan River Parkway Trail last November, and also highlights the 100+ miles of connected trails from Provo to Ogden. Participation in the “Century” (100+ miles) ride was free and open to the public. The family-friendly celebration at the Fisher Mansion, where the north and south cycling groups met, included food, music, festival activities, and a major media event.

**Item 6.e  Upcoming Events and Activities**

**Get Into The River Festival**

During the month of September 2018 is the fifth annual Jordan River “Get Into The River” Festival ([https://www.getintotheriver.org](https://www.getintotheriver.org)). Planning of events is underway. Commission staff are actively working with the Organizing Committee to plan many
fun and family and business friendly outdoor recreation, arts and cultural, conservation and restoration activities. Commission members are encouraged to share their plans for events and activities, and to help solicit sponsorships. With the completion of the Jordan River Parkway Trail, some new activities are possible this year, including a marathon, 50 mile walk, 100 mile bike ride, and others.

**Item 6.f  Staff Updates**

In early April our AmeriCorp/Utah Conservation Corp member who was serving as our Volunteer, Conservation and Outreach Coordinator left to take a position with the National Park Service in Hawaii.

The Executive Director has received applications from several applicants, but none has been a viable candidate. The position remains open until filled. A copy of the position announcement is attached.

In the meantime, as the volunteer and activity season is ramping up quickly, current Commission staff is working to stay on top of volunteer and outreach activities by picking up some added work load, and prioritizing other tasks and responsibilities as necessary.
RiverRestoration
Professional Services Agreement

This is an agreement made as of this 1th day of April, 2018, between: Jordan River Commission (Client) and RiverRestoration.org , LLC (RiverRestoration) a Colorado Limited Liability Company.

Client hereby retains RiverRestoration to perform services in connection with: Riverton Wetlands Project (Project) as described in Attachment A and B dated April 24, 2018. RiverRestoration agrees to perform the services in consideration of the compensation described in Attachment A and B and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions 12/31/2015. This agreement between the Client and RiverRestoration.org supersedes all prior written and oral understandings pertaining to the Project. This agreement may only be amended, supplemented, modified or canceled by a duly-executed written instrument.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

CLIENT ADDRESS:
Soren Simonsen
Executive Director
Jordan River Commission
PO Box 91095
Salt Lake City, Utah 84109-1095

By:
Soren Simonsen, Executive Director

By:
RiverRestoration.org , LLC
P.O. Box 248
818 Industry Place
Carbondale, CO 81623
970-947-9568

By:
Jason Carey, Managing Member
RiverRestoration

Standard Terms & Conditions

Services: RiverRestoration will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. RiverRestoration has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by RiverRestoration in performing their services.

Authorized Representatives: The officer assigned to the Project by RiverRestoration is the only authorized representative to make decisions or commitments on behalf of RiverRestoration. The Client shall designate a representative with similar authority.

Project Requirements: The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to RiverRestoration at Project inception. RiverRestoration will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Site Access: The Client shall obtain all necessary approvals for RiverRestoration to access the Project site(s).

Period of Service: RiverRestoration shall perform the services for the Project in a timely manner consistent with sound professional practice. RiverRestoration will strive to perform its services according to the Project schedule set forth in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. RiverRestoration shall be entitled to an extension of time and compensation adjustment for any delay beyond RiverRestoration control.

Compensation: In consideration of the services performed by RiverRestoration, the Client shall pay RiverRestoration in the manner set forth in Attachment A. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of RiverRestoration.

Payment Definitions: The following definitions shall apply to methods of payment:

- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual. Standard Rates may increase by 4 percent on January 1 and every year thereafter.
- **Subcontracted Services** are defined as Project related services provided by other parties to RiverRestoration. Subcontracted Services may include an additional 10 percent charge.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms: RiverRestoration shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. RiverRestoration shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to RiverRestoration is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give RiverRestoration the right to stop work until payments are current. Non-payment beyond 90 days shall be just cause for termination by RiverRestoration.

Additional Services: The Client and RiverRestoration acknowledge that services are limited to those identified in Attachment A and that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen in Attachment A. RiverRestoration's scope of services shall not be increased or reduced without RiverRestoration's written consent. If scope is increased, RiverRestoration's fee shall be increased accordingly.

Independent Consultant: RiverRestoration shall serve as an independent consultant for services provided under this agreement. RiverRestoration shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by RiverRestoration. In the event of a dispute, Client agrees to make claim against RiverRestoration as a limited liability company only and not against any individual, employee, owner, officer, director or agent of RiverRestoration.

Standard of Care: Services provided by RiverRestoration will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. RiverRestoration will not be liable for the cost of any omission that adds value to the Project.
Compliance with Laws: RiverRestoration shall perform its services consistent with sound professional practice and endeavor to conform to all laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or applicable rules change during the Project, RiverRestoration shall be entitled to additional compensation where additional services are needed to conform to the standard of practice and applicable rules.

Permits and Approvals: If included in the scope of service, RiverRestoration will assist the Client in preparing applications and supporting documents, as for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Ownership of Documents: Documents prepared by RiverRestoration for the Project are instruments of service and shall remain the property of RiverRestoration except as stated below. Record documents of service shall be based on the sealed and signed copy. RiverRestoration may furnish working or draft documents electronically that are for limited purposes of the specific Project and may be protected otherwise under the Uniform Trade Secrets Act. RiverRestoration assigns to Client the copyrights to all Record documents created pursuant to this contract, including the right to: 1) reproduce the work; 2) distribute copies to the public; 3) perform the works publicly; and 4) to display the work publicly for the limited purposes which it is intended. RiverRestoration shall not be held liable for the mis-use of documents for any purpose other than those limited purposes authorized herein.

Insurance: RiverRestoration will maintain the following insurance coverage limits during the period of service. The Client may request to be named as additional insured on the Commercial General Liability policy provided that the Client pays associated fees. The Client shall make arrangement for Builder’s Risk, Protective Liability, Pollution Prevention and other specific insurance coverage required or obtained for the Project in amounts appropriate to the Project value and risks. RiverRestoration shall be named insured on those policies. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

- **Workers Compensation:** As required by applicable state statute.
- **Commercial General Liability:** $1,000,000 per occurrence (bodily injury including death and property damage) $2,000,000 aggregate.
- **Professional Liability:** $1,000,000 each claim and in the aggregate.
- **Automobile Liability:** Required minimums per state statutes.

Indemnification: RiverRestoration shall indemnify the Client from any reasonable damages caused by a proven negligent act, error, or omission of RiverRestoration in the performance of services under the Project. If such damage results in part by the negligence of another party, RiverRestoration shall be liable only to the extent of their proportional negligence. The Project may include modifications to public waters. The Client acknowledges the inherent risks associated with public waters and that not all of those inherent risks can be foreseen or mitigated by RiverRestoration.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and RiverRestoration the risks have been allocated. Provided RiverRestoration has in place the insurance coverages required above, Client agrees to limit the liability of RiverRestoration for all claims related to the Project to the available and applicable insurance coverages.

Third Party Claims: The Client will compensate RiverRestoration for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of RiverRestoration.

Legal Expense: In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

Lien Rights: RiverRestoration may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by RiverRestoration are considered property improvements and the Client waives the right to any legal defense to the contrary.

Consequential Damages: Neither the Client nor RiverRestoration shall be liable to the other for incidental, indirect or consequential damages regardless of the nature or fault. This mutual waiver of damages includes, but is not limited to, claims for loss of use, income, profit, financing, business, reputation, or claims for delay damages or damages due to either party's termination under this agreement.
Environmental Matters: The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, RiverRestoration shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify RiverRestoration from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of RiverRestoration.

Cost Opinions: RiverRestoration shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and RiverRestoration acknowledge that actual costs may vary from the cost opinions prepared and that RiverRestoration is not providing price quotes or guarantees related to the Project cost.

Independent Counsel: The Client agrees to obtain independent legal, real-estate and financial counsel for the Project and acknowledges that RiverRestoration does not furnish these services.

Contingency Fund: The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. RiverRestoration may offer advice concerning the value of the contingency fund; however, RiverRestoration shall not be liable for additional costs that the Client may incur beyond the contingency fund they set aside.

Contractor Selection: RiverRestoration may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

Shop Drawing Review; Equipment: If included in the scope of service, RiverRestoration shall review shop-drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. RiverRestoration shall not be liable for the performance of or consequential damages caused by any equipment furnished by the contractor under the Project.

Construction Review: If included in the scope of service, RiverRestoration shall make limited and intermittent observations of the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make RiverRestoration responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

Rejection of Work: RiverRestoration may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

Safety: RiverRestoration shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties: The Client and RiverRestoration acknowledge that RiverRestoration will rely on information furnished by other parties in performing its services under the Project. Client shall furnish RiverRestoration with all necessary reports or information prepared by Client's other consultants, and RiverRestoration shall be entitled to rely upon the accuracy and completeness of such reports and information. RiverRestoration shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

Construction Record Drawings: If included in the scope of service, RiverRestoration will deliver drawings to the Client incorporating information furnished by construction contractors. To the extent that construction record drawings are based on information provided by others, RiverRestoration cannot and does not warrant their accuracy.

Force Majeure: Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

Dispute Resolution: The Client and RiverRestoration agree that any claim or dispute arising out of their respective obligations under this Agreement shall be subject to voluntary mediation as a pre-condition to the initiation of legal proceedings. Resolution of all disagreements shall be diligently pursued within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. RiverRestoration shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.
Suspension of Work: The Client may suspend services performed by RiverRestoration with cause upon fourteen (14) days written notice. RiverRestoration shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay RiverRestoration all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, RiverRestoration shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination: The Client or RiverRestoration may terminate services on the Project upon ten (10) days written notice for any cause. RiverRestoration shall submit an invoice for services performed up to the effective date of termination and the Client shall pay RiverRestoration all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Governing Law: The terms of agreement shall be governed by the laws of Colorado provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Assignment: Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Waiver of Rights: The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty: RiverRestoration warrants that they will deliver products under the Project within the standard of care of professional engineers. RiverRestoration provides no other expressed or implied warranty.

Severability: Any provision of these terms later held to be unenforceable or to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and RiverRestoration will work in good faith to replace an invalid provision with one that is valid and as close to the original meaning as possible.

Unilateral Changes: If Client makes any unilateral modifications to this Agreement, they shall not become part of this Agreement and shall not be enforceable unless and until initialed by an authorized representative of RiverRestoration.

Survival: All provisions of these terms that allocate responsibility or liability between the Client and RiverRestoration shall survive the completion or termination of services for the Project.

Standard Terms & Conditions Rev 12/31/2015
## Professional Services Agreement
### Attachment A - Project Requirements

<table>
<thead>
<tr>
<th>Client</th>
<th><strong>Jordan River Commission</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td><strong>Riverton Ponds Project</strong></td>
</tr>
<tr>
<td>Scope of Services</td>
<td>See Attached: <em>Scope of Services to Provide Technical Assistance on the Riverton Wetlands and Steep Bank Noxious Weed Project – Phase 3</em>, dated April 24, 2018</td>
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<tr>
<td>Special Assumptions</td>
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<td>Project Schedule</td>
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<td>Method of Compensation</td>
<td>Standard Rates, Subcontracted Services and Reimbursable Expenses</td>
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<td>Standard Rates</td>
<td>See <strong>Table 1.</strong></td>
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<td>Task</td>
<td>Description</td>
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<td>2.0</td>
<td>Planting, Noxious Weed Control, and Revegetation</td>
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<td><strong>Sub-contracted services</strong></td>
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<td><strong>Consultant Total</strong></td>
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SCOPE OF SERVICES

This scope of services outlines the three primary tasks that will be completed by the contractor for assisting the City of Riverton and other project partners in continued development and implementation of a noxious weed control plan and adaptive management strategy for the Riverton Wetlands and Steep Bank Noxious Weed Project, Phase 3 in Riverton City, Utah.

Official direction for this multi-stakeholder project will come only from the Jordan River Commission Executive Director, who will filter requests from our other partners to implement the following three tasks:

Task 1: Project Planning and Coordination

Task 2: Planting, Noxious Weed Control, and Revegetation Field Guidance

Task 3: Adaptive Management Plan Revisions

The overarching goal for this scope is to create and implement a robust restoration plan for the Riverton wetlands and steep banks. RiverRestoration staff will work with the City and the Jordan River Commission to help develop the ecological skills of municipal workers, field crews, and the community at large creating a more effective program for all involved. This increased understanding will enable managers to improve techniques over time and can lead to development of a sustainable program that will persist into the future.

Tasks to be accomplished

Task 1: Project Planning and Coordination

Contractor will work with City staff and project partners to continue refinement of the project plan (project schedule, tasks and roles for project partners, invasive species removal objectives) and to outline necessary management strategies and timeline for successful project implementation. RiverRestoration staff will meet with project partners at the beginning of the project for an initial introduction and project plan presentation and at the end for a project wrap-up to present adaptive management plans, and subsequent meetings. RiverRestoration staff will manage and meet with Riverton City, weed control contractors, and Utah Conservation Corps crews to guide field work in 2018.
Deliverables: Revised draft Noxious Weed Management Plan. RiverRestoration will produce a revised Noxious Weed Management Plan, based on the input from City staff and other interested stakeholders. A mid-year and end-of-year report will be created with project outcomes, photo points, and future recommendations will be produced for project reporting to the Utah Department of Agriculture and Food Invasive Species Management Program.

Assumptions: Riverton City will provide specific and timely feedback on project plans.

Task 2: Planting, Noxious Weed Control, and Revegetation Field Guidance

The Riverton Ponds were inventoried and evaluated in 2016-2017 and a set of recommended Best Practices was implemented by professional crews, JRC staff, and volunteers. This work will continue under the guidance of RiverRestoration staff in 2018.

Deliverables: RiverRestoration shall make limited and intermittent observations of the progress and content of the work performed by UCC to determine if the work is proceeding in general accordance with the Plan.

Assumptions: RiverRestoration will retain and guide UCC crews as assistance to Riverton City and the Jordan River Commission only. RiverRestoration is not responsible for subcontractors, or the loss of plants due to conditions outside of our control, including but not limited to weather events, accidental overspray, or vandalism.

Task 3: Adaptive Management Plan Revisions

A draft plan has been developed for adaptive management of water and revegetation areas. This plan will continue to evolve based on the results of field surveys of the area designed to assess the success of weed control and riparian restoration actions.

Deliverables: Memorandum of recommended revisions to the draft plan and responsibility matrix.

Assumptions: Riverton City staff will continue to work with RiverRestoration staff to develop and implement adaptive strategies for restoring the condition and integrity of riparian and wetland ecosystems at the ponds.

The following bid is a Time-and-Materials estimate based on Standard Rates in Table 1 during the project period of February, 2018 through December, 2018.

We appreciate the opportunity to help you out on this important project. Please review and sign the Professional Services Agreement and scan a copy and email back to me. Call me with any questions or comments.

Sincerely,

Eric McCulley
801-520-2505
RiverRestoration.org

Scope of Services Jordan River Commission
Riverton Wetlands and Steep Banks Noxious Weed Project – Phase 3
April 24, 2018
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<th>Project Manager / Watershed Scientist</th>
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**Billing Rate**

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Scope of Services Jordan River Commission

Riverton Wetlands and Steep Banks Noxious Weed Project – Phase 3

April 24, 2018
Dear Successful ISM Grant Recipient,

This is your signed copy of your ISM grant with the Utah Department of Agriculture and Food. Your grant has been approved and you may start work as outlined in the agreement (Attachment B Work Plan).

As you complete the line items of the work plan you can submit payment requests to:

Utah Department of Agriculture and Food  
Attn: Amy Wengren  
PO Box 146500  
Salt Lake City, UT 84114-6500

Please use the attached payment request form to request payments. Notice that the form requires 2 signatures, the person doing or inspecting the work signs the upper signature block and the financial representative requesting the payment signs the lower signature block. If you have any questions please call Amy Wengren at 801 538-4953. An electronic version of the payment request form is available and can be requested by emailing Amy Wengren at: awengren@utah.gov

Thank you for your efforts to control invasive weeds,

Aaron Eagar
ISM Program Manager
**APPLICATION REQUEST FOR PAYMENT**

**UTAH INVASIVE SPECIES MITIGATION FUND**

**Project Name:** Riverton Wetland and Steep Bank Noxious Weed Project Phase 3  
**Contract Number:** 181805

**Name of Applicant:** City of Riverton  
**Address:** 12830 South Redwood Rd, Riverton, Utah 84065  
**Contract Amount:** $17,200.00  
**Date Inspected:**

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**Total Reimbursement Requested**

I (we) certify that the above information is true and correct; that the identifiable unit for which cost-share is requested was carried out and performed in accordance with the specifications and provisions of the above-numbered contract; and that if more than one participant contributed to the carrying out of the identifiable unit, the cost-share will be divided among the participants in proportion to the extent which they contributed to the carrying out of the identifiable unit, as shown below.

I certify that to the best of my knowledge and belief this application contains no duplication of payment under any state or federal conservation cost-share program and that work done complies with Project Plan practices identified above.

(X)  
Signature of Applicant or Person Doing Work  
**Date**

Approval:
I certify that the identifiable unit specified in the above application has been properly carried out, meets the standards of contracted plan.

(X)  
Signature of Fiscal Agent  
**Date**

**Contract Completed:**  
**Dollars Remaining In Contract:** $
UTAH DEPARTMENT OF AGRICULTURE AND FOOD
GRANT AGREEMENT

1. CONTRACTING PARTIES: This Grant Agreement (Agreement), is between the Utah Department of Agriculture and Food ("UDAF"), Grantor, and the following Grantee:

Grantee Name: Jordan River Commission, Contact Person: Soren Simonsen,

Street Address: PO Box 526081        City: Salt Lake City    State: UT    Zip code: 84152

A (please check one):

☐ Sole Proprietor        ☐ Governmental Agency        ☐ Other-Specify Type

2. GRANTEE IS AN INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor, and has no authority, express or implied, to bind the State of Utah, UDAF, or any of their officers, agents, or employees.

3. CERTIFICATION OF NON-DEBARMENT: The Grantee certifies that neither it nor its principals, officers, agents, employees, contractors or sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any governmental entity. If the Grantee cannot so certify, it shall submit a written explanation and shall obtain prior written approval for this Agreement from the UDAF Commissioner, or her designee. Failure of the Grantee to obtain such prior written approval shall be considered a material breach of this Agreement.

4. PURPOSE OF AGREEMENT: To pass funds to the Grantee for the following purpose: Invasive Species Mitigation fund for the Riverton Wetland and Steep Bank Noxious Weed Project Phase 3 project pursuant to UCA 4-17-114 and UCA 4-17-115.

5. AGREEMENT PERIOD: This Agreement is effective 2/20/2018 and expires 12/21/2018, unless terminated early due to a breach or other reason stated in this Agreement or extended or amended, at the Grantor's discretion and with the Grantor's approval.

6. AGREEMENT AMOUNT: The total amount the Grantee will receive pursuant to this Agreement is $17,200.00.

7. FUNDING: The funding provided to the Grantee pursuant to this Agreement constitutes a grant of State money and/or federal pass through money as defined in Utah Code 63G-6a-103(38), 63J-1-220, and 51-2a-201.5. If Grantee is receiving any funding through any other source or is providing any amount of matching funds for this project, such funding must be disclosed and reported as set forth in paragraph 10 of this Agreement. As such, Grantee agrees to be bound by all applicable terms under those Utah Code sections, including, but not limited to, the auditing and reporting requirements set forth in 51-2a-101 et seq.

2018023
8. **EXPENDITURE OF FUNDS.** The Grantee shall expend the funds provided pursuant to this Agreement only for the purpose(s) stated in this Agreement and as outlined in Grantee’s 2018 application for Invasive Species Mitigation Application (Attachment B).

9. **COMPLIANCE WITH STATE AND FEDERAL LAW.** The Grantee shall comply with all State and federal laws that apply to the subject matter and purpose of the Grant.

10. **GRANTEE REPORTING AND INSPECTION REQUIREMENTS:** The Grantee shall comply with the following reporting and inspection requirements:

A. The Grantee shall prepare and provide the Grantor with the reports below:

   (1) An annual written description and an itemized report detailing the expenditure of the state money, or the intended expenditure of any state money that has not been spent;

   (2) A final written itemized report when all the state money is spent;

   (3) Written certification that Grantee, as defined both in this Agreement and as defined in the Additional Terms and Conditions, agrees to, and is in compliance with, all stated terms and conditions set forth in Attachment A (“Additional Terms and Conditions”);

   (4) An annual written description and an itemized report detailing the expenditure of any other funding anticipated, received or actually expended, including any such funding that has not been spent; and

   (5) A final written itemized report regarding any funds received or expended pursuant to subsection (4).

B. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing and completion of the project.

11. **BILLING REQUIREMENTS:** Payments to the Grantee shall be made as follows:

A. The Grantee shall submit payment requests no more often than once a month. The Grantee will use the payment request form provided by the Grantor to request payments. Payment requests will be submitted to Aaron Eagar by mail (Utah Department of Agriculture and Food, Attn: Aaron Eagar, PO Box 146500, Salt Lake City, UT 84114-6500) or email (aeagar@utah.gov) and be signed by the Grantee and the contractor, sub-contractor, sub-grantee or assignee (if any) who either authorized, performed or oversaw the actual work completed, and has the legal authority to bind that specific entity.

   (1) The Grantee will maintain all invoices, receipts and any other documentation associated with the project until all work undertaken pursuant to this Agreement is complete, and a final report detailing the work completed is filed with UDAF.

   (2) The Grantee shall allow UDAF to examine any and all records under paragraph 11(A)(1) within a reasonable time upon request by Grantor. For purposes of this Agreement, a reasonable time shall not exceed thirty (30) days after the date of the original request.

B. The Grantor may delay or deny payment to the Grantee for billings or claims for services that do not meet the billing deadlines outlined below.
(1) **Ongoing Billings:** The Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year pursuant to paragraph (2) below.

(2) **State Fiscal Year-End Billings:** The State Fiscal Year is from July 1st through June 30th. The Grantee shall submit all billings for costs incurred on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the Grantee’s billing period or the expiration or termination date of this Agreement.

(3) **Final Agreement Billings:** The Grantee shall submit all final billings under this Agreement within 14 days of expiration or termination of the Agreement, regardless of the Grantee’s billing period.

C. The Grantee and Grantor may negotiate a payment and billing budget to track payments and project progress. This budget shall not be effective or waive any provision in paragraph 11 unless it is in writing, signed and dated by both Grantee and Grantor, and unless the provision to be waived is specifically identified in that writing. In the absence of those requirements, all provisions in paragraph 11 remain in full force and effect and are legally binding and fully enforceable.

D. In accordance with Attachment A, UDAF will withhold 10% of the total grant award of $17,200.00 until all work undertaken pursuant to this Agreement is complete, the project is approved by UDAF, GIS data of the treatment areas, and a final report detailing the work completed are filed with UDAF.

12. **REDUCTION OF FUNDS:** If the Grantor becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds or unavailability of funds, which would render the Grantee’s delivery or performance under this Agreement impossible, or unnecessary, the Grantor may terminate this Agreement in whole or in part. If the legislature does not appropriate funds for paying the Grantor’s obligations on this Agreement, or if funding to the Grantor is reduced due to an order by the Governor, or is required by State law, or if federal funding (when applicable) is not provided, or requires any return or “giveback” of funds required for the Grantor to continue payments or if the Executive Branch mandates any cuts or holdbacks in spending, or if UDAF decides to reduce the payments pursuant to this Agreement, the Grantor may terminate this Agreement or proportionately reduce the requirements of this Agreement and the amounts to be paid by the Grantor to the Grantee for meeting such requirements.

13. **INDEMNIFICATION:** The Grantee acknowledges that Grantor is a governmental entity as defined by the Utah Governmental Immunity Act, UCA 63G-7-101, et. seq. Grantor does not waive any defenses otherwise available under the Governmental Immunity Act. The Grantee shall indemnify, hold harmless, and release the State of Utah, and all of its officers, agents, employees and volunteers from and against any and all loss, damages, injury, liability, suits, and proceedings relating to this Agreement which are caused in whole or in part by the acts, omissions, or negligence of the Grantor or any of its officers, agents, employees and volunteers.

14. **COPYRIGHT:** The Grantee shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Grantee’s use of any copyrighted or un-copyrighted program, composition, secret process, patented or un-patented program, invention, article or appliance furnished or used in the performance of this Agreement.

15. **ASSIGNMENT:** The Grantee shall not assign, sell, sub-grant, or sub-contract its rights or responsibilities under this Agreement unless approved in writing by the Grantor. If the Grantee elects to so do, the Grantee does so with the express understanding that no provision under this Agreement is waived by the Grantor.
unless specifically acknowledged in writing, and that the Grantee is still bound and required to fulfill all obligations, terms and conditions set forth under this Agreement, whether performed by the Grantee, its officers, agents, employees, contractors or sub-contractors.

16. **AMENDMENTS:** The parties may modify this Agreement only by written amendment signed by both parties. Any amendments shall be attached to the original signed copy of this Agreement.

17. **REMEDIES:** If the Grantor determines that the Grantee, its officers, agents, employees, contractors or sub-contractors, have failed to comply with, or breached, any of the terms or conditions set forth in this Agreement (including the terms and conditions set forth in any attachments to this Agreement), the Grantor may pursue any of the following remedies against Grantee, and/or its officers, agents, employees, contractors or sub-contractors, at its discretion; including but not limited to:

   a. **Disallow Costs.** The Grantor may disallow any costs otherwise allowed under this Agreement to the Grantee and adjust its payments to the Grantee by deducting such disallowed costs.

   b. **Withhold Payment.** It may withhold funds from the Grantee for non-compliance with any of the terms of this Agreement, misuse of public funds, or failure to comply with State and federal law.

      (1) If an audit finding or judicial determination is made that the Grantee misused public funds, the Grantor may also withhold funds otherwise allocated to the Grantee to cover the costs of any audits, attorneys’ fees and other expenses. The Grantor shall give the Grantee prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding. The Grantor shall inform the Grantee whether any amounts withheld may be released, and if so, the actions that the Grantee must take to bring about the release of any amounts withheld.

      (2) If an independent CPA audit or Grantor review determines that the payments made by the Grantor to the Grantee were incorrectly paid or were based on incorrect information from the Grantee, the Grantor may adjust or withhold the Grantee’s payments for the remainder of the contract period or until the Grantor fully recoups the funds.

   c. **Require Repayment.** Upon written request by the Grantor, any overpayments, disallowed costs, excess payments or questioned costs are immediately due and payable by the Grantee. In the alternative, the Grantor shall have the right to withhold any or all subsequent payments pursuant to this Agreement until it fully recoups these funds. In such cases, the Grantee shall not be relieved of meeting the requirements of this Agreement.

   d. **Require Corrective Action.** The Grantee shall comply with the terms of any corrective action plan required by the Grantor.

   e. **Pursue Any Legal Remedy.** The Grantor and the Grantee may avail themselves of all remedies allowed by state or federal law.

   f. **Terminate the Agreement.** The Grantor may terminate this Agreement in accordance with the termination provisions outlined below.
18. **RIGHT TO TERMINATE UPON THIRTY DAYS NOTICE.** Grantor may terminate this Agreement, with or without cause, in advance of the Agreement's expiration date, by giving the other party 30 days written notice.

19. **NO THIRD-PARTY BENEFICIARY RIGHTS.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

20. **JURISDICTION:** The provisions of this Agreement shall be construed and governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County, Utah.

21. **ENTIRE AGREEMENT:** This Agreement, including any attachments and/or documents referenced herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral or written agreements.

22. **GRANTEE HAS NOT ALTERED THIS AGREEMENT:** By signing this Agreement, the Grantee represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Agreement, and that this Agreement contains exactly the same provisions that appeared in this document and its exhibits when the Grantor originally sent it to the Grantee.

23. **AUTHORITY OF PERSON SIGNING FOR THE GRANTEE:** The Grantee represents that the person who has signed this Agreement on behalf of the Grantee has full legal authority to bind the Grantee and to execute this Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**
IN WITNESS WHEREOF, the parties executed this Agreement:

GRANTEE
Jordan River Commission
By: [Signature]
Type/Print Name: [Name]
Title/Position: [Title/Position]
Date: [Date]

GRANTOR
(UTAH DEPARTMENT OF AGRICULTURE)
By: [Signature]
Type/Print Name: [Name]
Title/Position: [Title/Position]
Date: [Date]

Required Approvals:
Program Manager: [Signature] Date: [Date]
UDAF Administrative Services: [Signature] Date: [Date]

UDAF Contact: Aaron Eagar  Phone: 801.538.7186  Email: aeagar@utah.gov
Attachment A

Additional Terms and Conditions

1. Grantee, on behalf of itself, its officers, agents, employees, contractors, sub-contractors or assigns (hereinafter “Grantee”), will be liable for compliance with all local, state, and federal laws, rules and ordinances pertaining to the work being done in this agreement.

2. Grantee, will provide the Utah Department of Agriculture (“UDAF”) a report meeting the requirements set forth in Utah Code 9-8-404-(1)(a)(i) to, “take into account the effect of the expenditure or undertaking on any historic property...”. This report will be completed and signed by an archeologist holding a valid Principal Investigator Permit issued by Public Lands Policy and Coordinating Office.

3. Grantee will refrain from all ground disturbing activities until UDAF provides a written letter to the grantee authorizing work to proceed. This is to ensure that requirements of Utah Code 9-8-404-(1)(a) have been met.

4. If during ground disturbing activity, Grantee encounters any subsurface archaeological deposits including, but not limited to, prehistoric artifacts or features (pithouses, charcoal staining from hearths, etc.), historic building foundations or walls, outhouse/privies, or dense trash deposits, work must be halted within 50' of the discovery and notification made to UDAF. If known historic properties are unintentionally affected, and not previously consulted on, in a manner that alters the characteristics of the properties that make it/them eligible to the National Register, UDAF will halt work and contact the SHPO. UDAF will continue to halt work until an assessment of the discovery is completed by the agency and communicated to the SHPO.

5. Human Remains Discovery: If human remains, potential human remains, associated or unassociated funerary objects, or objects of cultural patrimony are discovered, work within 100' will stop immediately. Verbal notification of the discovery will be made immediately to local law enforcement authorities, the appropriate land management agency official, and the Antiquities Section of the Utah Division of State History. Human remains discovered on, State, or privately-owned land will be treated consistent with all requirements of applicable Utah State laws regarding the treatment of human remains including Utah Code Annotated (UCA) 76-9-704, UCA 9-8-302, UCA 9-8-309, and UCA 9-9-401 et seq.

6. UDAF will withhold 10% of the total grant award until all work undertaken pursuant to the grant agreement is complete and the final GIS data and final report detailing the work completed are filed with UDAF.

7. Upon request, Grantee will provide access to UDAF for inspection of the project during the planning, surveying, construction, testing, and completion of the project.

By: [Signature]

Type/Print Name: [Signature]

Title/Position: [Title/Position]

Date: 3-8-18

Riverton Wetland and Steep Bank Noxious Weed Project Phase 3

2018033
UTAH DEPARTMENT OF AGRICULTURE AND FOOD INVASIVE SPECIES MITIGATION GRANT APPLICATION FY 2018 UDAF

PLEASE COMPLETE A SEPARATE APPLICATION FOR EACH INDIVIDUAL PROJECT AREA

Project Information Summary
(to be completed by Applicant)

Applicant

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Organization Name (Applicant)</th>
<th>Contact Person (Project Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverton Wetlands and Steep Bank Noxious Weed Project - Phase 3</td>
<td>City of Riverton</td>
<td>Sheril Gam</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>12830 South Redwood Rd.</td>
<td>Riverton</td>
<td>UT</td>
<td>84065</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Cell Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>(801) 254-0704</td>
<td></td>
<td><a href="mailto:sgam@rivertoncity.com">sgam@rivertoncity.com</a></td>
</tr>
</tbody>
</table>

Note: If the Fiscal Agent listed is from a different organization than Applicant, both the Applicant and the Fiscal Agent must sign the grant application in order for the application to be considered complete for ranking and funding. In addition, if an independent organization is to be used by the Applicant as a Fiscal Agent, please review and complete Attachment A-1.

Fiscal Agent (if different from Applicant):

<table>
<thead>
<tr>
<th>Fiscal Agent</th>
<th>Contact Person (Financial Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JORDAN RIVER COMMISSION</td>
<td>SOREN SIMONSEN / DIRECTOR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 526081</td>
<td>SALT LAKE CIY</td>
<td>UT</td>
<td>84112</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Cell Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>(801) 536-4158</td>
<td>801-706-1055</td>
<td><a href="mailto:soren.simonsen@utah.gov">soren.simonsen@utah.gov</a></td>
</tr>
</tbody>
</table>

Must attach latest tax return showing Name, Address, and Federal Tax ID Number (may submit State of Utah Vendor Number in place of tax return). To receive funding from the State of Utah you must have a vendor number which ties received funding to a legal entity. Vendor numbers are linked to Federal Tax ID numbers and associated name and address.

The State Vendor Number can be found on copies of previous contracts with the State of Utah.
## Proposed Project

<table>
<thead>
<tr>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverton Wetlands and Steep Bank Noxious Weed Project - Phase 3</td>
</tr>
</tbody>
</table>

### Project Location

<table>
<thead>
<tr>
<th>Location</th>
<th>County</th>
<th>GPS Coordinates (minimum project center point)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12200 S 1000 W, Riverton, UT</td>
<td>Salt Lake</td>
<td>40.529954, -111.921730</td>
</tr>
</tbody>
</table>

### Noxious Invasive Weed Targeted

<table>
<thead>
<tr>
<th>Weed Type</th>
<th>Total Number of Acres to be Treated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Target Weed - common reed, phragmites (Phragmites australis)</td>
<td>7.00</td>
</tr>
<tr>
<td>Secondary Target Weed - Puncturevine (Tribulus terrestris)</td>
<td>0.50</td>
</tr>
</tbody>
</table>

### Description of Proposed Project (Include history of project)

Phragmites removal at the Riverton Ponds and along the Jordan River began in 2016. The ponds were treated with herbicide and mowed to remove biomass. The river's steep and rocky banks prevent employment of many of the traditional phragmites management techniques. With this project, the Jordan River Commission (JRC) has piloted a removal strategy with expertise from the Division of Forestry, Fire, and State Lands (FFSL), Salt Lake County (SLCo) Weed Control, SLCo Watershed Planning and Restoration Program, Utah Conservation Corps (UCC), and Riverton City Parks and Recreation. This project will pilot programs on two habitat types: a floodplain/wetland area and a steep riverbank environment. This project will utilize UCC field crews, alongside Riverton City Parks crews, to establish phragmites management methods that can be replicated through the river corridor. A riparian restoration specialist inventoried the site, established photo points for long term monitoring, directed the field crews, and developed a future management plan for the project area. The JRC has played a lead role in the development of this project and in sharing the lessons learned through the rest of the river corridor. The City of Riverton is now taking a more active role in the project.

**Project activities include:**

- **Utilization** of the expertise gained in past phragmites removal by the FFSL and the Utah Lake Commission.
- **Demonstrate** effective phragmites removal on steep banks of Jordan River, utilizing the knowledge of a restoration specialist, SLCo Watershed Planning and Restoration, and SLCo Weed Control.
- **Pioneer** efficient methods to work around and reduce impacts to the desirable native riparian species found within dense patches of invasive species.
- **Build up** the technical capacity of the Riverton crews and UCC crews in phragmites removal methods and herbicide application techniques to ultimately share with the rest of the corridor.

* A map with the Project Area outlined over satellite/aerial photograph coverage showing treatment areas for Primary and Secondary Targets should also be provided.

*If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.*
Budget and Scope of Work

Budget Table:

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant</th>
<th>Federal</th>
<th>Other Gov.</th>
<th>Private</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>$1,600.00</td>
<td></td>
<td></td>
<td></td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$8,800.00</td>
<td>$6,000.00</td>
<td>$4,400.00</td>
<td></td>
<td>$19,200.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$800.00</td>
<td></td>
<td>$1,200.00</td>
<td></td>
<td>$5,600.00</td>
</tr>
<tr>
<td>Other</td>
<td>$4,400.00</td>
<td></td>
<td>$4,800.00</td>
<td></td>
<td>$6,400.00</td>
</tr>
<tr>
<td>Administration</td>
<td>$1,600.00</td>
<td></td>
<td></td>
<td>$4,400.00</td>
<td>$33,600.00</td>
</tr>
<tr>
<td>Totals</td>
<td>$17,200.00</td>
<td>$0.00</td>
<td>$12,000.00</td>
<td>$4,400.00</td>
<td>$33,600.00</td>
</tr>
</tbody>
</table>

Scope of Work/Work Plan:

For each Item on the Work Plan below, you must attach a separate, fully completed treatment page (either Herbicide Application, Biocontrol, Mechanical, or Revegetation page). Select the Treatment Number of the sheets that you filled out for the treatments that correspond to the attached treatment sheet. The costs listed here should reflect the costs that ISM will pay for each treatment.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Item Needed or Task to be Performed</th>
<th>Estimated Date</th>
<th>ISM Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Treatment #1 Herbicide Application</td>
<td>08/2018</td>
<td>$6,200.00</td>
</tr>
<tr>
<td>2</td>
<td>Treatment #2 Mechanical Treatment</td>
<td>08/2018</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>3</td>
<td>Treatment #3 Revegetation Treatment</td>
<td>07/2018</td>
<td>$6,200.00</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
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</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Final Report Submitted to UDAF (Up to 10% of Total)</td>
<td></td>
<td>$1,600.00</td>
</tr>
<tr>
<td></td>
<td>* Report must include GPS/GIS Data</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td>$17,200.00</td>
</tr>
</tbody>
</table>

Payments will be made based on the above Scope of Work or Work Plan. Design your items so that you will have the cash flow needed to complete the project successfully.

* Also note that 10% of the grant amount will be withheld until a final report is received by UDAF along with GIS coverage of the project (not just a printed map). Please contact Aaron Eagar or Mark Quilter about how to provide this data, if you do not have access to GIS or a GIS Professional.
Project Landowner/Contributor Information

Please provide the approximate land ownership acres and percentages for the proposed project area as well as information about project contributors.

<table>
<thead>
<tr>
<th>Private Land (Acres)</th>
<th>Other Agency Land (Acres)</th>
<th>Federal Land (Acres)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.00</td>
<td>2.00</td>
<td></td>
</tr>
</tbody>
</table>

Percent of Coverage of Primary and Secondary Weeds by Ownership

<table>
<thead>
<tr>
<th>Private Land %</th>
<th>Other Agency Land %</th>
<th>Federal Land %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Weed:</td>
<td>5.00</td>
<td>1.50</td>
</tr>
<tr>
<td>Secondary Weed:</td>
<td>0.50</td>
<td></td>
</tr>
</tbody>
</table>

Project Partner Contributions (General)

<table>
<thead>
<tr>
<th>Contributors</th>
<th>In-Kind Contribution</th>
<th>Monetary Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Contributions</td>
<td>$4,400.00</td>
<td></td>
</tr>
<tr>
<td>Other Government Contr.</td>
<td>$8,400.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Federal Contributions</td>
<td>No In-Kind Allowed</td>
<td></td>
</tr>
<tr>
<td>Total Funds</td>
<td>$12,800.00</td>
<td>$3,600.00</td>
</tr>
</tbody>
</table>

Project Partner Contributions (Detailed)

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>In-Kind Contribution</th>
<th>Monetary Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverton City</td>
<td>$7,200.00</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>Jordan River Commission Volunteers</td>
<td>$2,200.00</td>
<td></td>
</tr>
<tr>
<td>Community Volunteers</td>
<td>$2,200.00</td>
<td></td>
</tr>
<tr>
<td>UFFSL</td>
<td>$1,200.00</td>
<td></td>
</tr>
</tbody>
</table>
Project Ranking Assessment

**Multiple Year Project:** Is the proposed project a continuation of a previous ISM Grant. The proposed continuation of the project is part of an approved management strategy which utilizes multiple years in order to complete clearly defined goals and objectives.

YES ☐  NO ☐

Has the requirement of no more than 10% of the proposed project budget allocated to planning and administrative costs been followed?

YES ☐  NO ☐

Is there a **clearly identified timeline for measurable** reduction and control of the target species in the project area? Measurable goals and objectives are clearly identified and stated in the proposal and there is a high probability of success (as measured against the stated goals and objectives and expected and intended results).

YES ☐  NO ☐

If the project is proposed by a Federal Agency or landowner, is the project matched by at least an equal amount of money (not in-kind) as required by the Invasive Species Mitigation account legislation?

YES ☐  NO ☐

**GIS data provided from project manager for previously funded projects in timely manner?**

YES ☐  NO ☐

Completion report provided from project manager for previously funded projects upon completion of projects?

YES ☐  NO ☐

Has the applicant and/or fiduciary agent received funding for a previous ISM grant?

YES ☐  NO ☐

If yes, has the applicant and/or fiduciary agent fully complied with all funding and administrative requirements in a timely manner?

YES ☐  NO ☐
Proposed Project

Early Detection Rapid Response (EDRR) Focus Species:
Project is targeting an invasive weed species which has been identified by the Utah Department of Agriculture and Food as an invasive species of concern for FY2018. These invasive species are:
(not listed in order of importance)

<table>
<thead>
<tr>
<th>Common crupina</th>
<th>Crucina vulgaris</th>
<th>Garlic mustard</th>
<th>Allaria petiolata</th>
</tr>
</thead>
<tbody>
<tr>
<td>African rue</td>
<td>Peganum harmala</td>
<td>Purple starthistle</td>
<td>Centaurea calcitrapa</td>
</tr>
<tr>
<td>African Mustard</td>
<td>Brassica tournefortii</td>
<td>Goats rue</td>
<td>Galega officinalis</td>
</tr>
<tr>
<td>Small bugloss</td>
<td>Anchusa arvensis</td>
<td>Giant reed</td>
<td>Arundo donax</td>
</tr>
<tr>
<td>Mediterranean sage</td>
<td>Salvia aethiopis</td>
<td>Japanese knotweed</td>
<td>Polygonum cuspidatum</td>
</tr>
<tr>
<td>Spring millet</td>
<td>Milium vernalis</td>
<td>Oxeye daisy</td>
<td>Leucanthemum vulgare</td>
</tr>
<tr>
<td>Syrian bean caper</td>
<td>Zygophyllum fabago</td>
<td>Vipers bugloss, blueweed</td>
<td>Echium vulgare</td>
</tr>
<tr>
<td>Ventenata (North Africa) grass</td>
<td>Ventenata dubia</td>
<td>Elongated mustard</td>
<td>Brassica elongata</td>
</tr>
<tr>
<td>Plumeless thistle</td>
<td>Carduus acanthoides</td>
<td>Common St. Johnswort</td>
<td>Hypericum perforatum</td>
</tr>
<tr>
<td>Malia starthistle</td>
<td>Centaurea melitensis</td>
<td>Sulfur cinquefoil</td>
<td>Potentilla recta</td>
</tr>
<tr>
<td>Camelthorn</td>
<td>Alhagi maurorum</td>
<td>African mustard</td>
<td>Brassica tournefortii</td>
</tr>
<tr>
<td>Cutleaf vipergrass</td>
<td>Scorzonera laciniata</td>
<td>Other justifiable species (please list below and explain justification)</td>
<td></td>
</tr>
</tbody>
</table>

Locations of EDRR weeds must either be entered into EDDMaps (eddmaps.org) or provide point data (shapefile or gpx file). The invasive population data must be included with the application.

If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Management of phragmites along the Great Salt Lake and Utah Lake utilize airplanes to apply herbicides. Due to the urbanized Jordan River, there is not a large enough open space buffer without impacts to adjacent residential areas. This pilot project will test the best techniques and timing of herbicide application for the management of phragmites along the river. Two new approaches to herbicide control will be created, beyond those used along the lakes. The phragmites will be allowed to regrow following the mechanical control. Our partners' research indicates that herbicide applications between June and August are effective at controlling phragmites, rather than just a late summer treatment. To verify these results along the Jordan River, an herbicide application is planned for June 2016.

Wateland/Floodplain Habitats — The flatter floodplain/wetland, phragmites-dominant area can be accessed and treated with a broad spray herbicide application. After mowing, Riverton crews will spray the wetlands with aquatic-approved AquaNeat using an ATV with a boom. In areas where native willows exist, or are difficult to reach, backpacks with wands will be used to minimize impact to the native species. A restoration expert will work with both UCC crews and Riverton staff on proper herbicide application to minimize inefficiency and adverse impacts to water quality, wildlife or nearby neighborhoods.

Steep Riverbank Habitat — The steeper, eroded riverbank requires a more focused application to protect the site’s existing native species and less accessible topography. One UCC crew, alongside Riverton crews, will spray the phragmites regrowth with an aquatic-approved herbicide with backpacks and wands. Spot treatments will minimize herbicide impacts to nearby native vegetation and protect past restoration efforts. We believe that this native vegetation will flourish with less competition from phragmites, eventually withstanding future infestations if regularly maintained.

Additional species that are present or have a high potential to occur on site include Purple loosestrife, white top, poison hemlock, puncture vine, Scotch thistle, Russian olive, tamarisk, and Canada thistle.
### Multiple Partner Involvement:

Project involves multiple stakeholders, such as a Cooperative Weed Management Area (CWMA). This includes support from private landowners in the proposed project area. Are there matching funds allocated by other agencies which have been specifically assigned to this project to increase the likelihood of success with the proposed project?

Please provide a detailed list of partners and define their role within the project.

Riverton City Parks and Recreation will be the lead on the project and has been conducting regular treatments and managing water in the ponds over the last 2 years of the project and this will continue in 2018. Parks staff will conduct monthly treatments of weeds along the trail and will maintain revegetation plantings along the trail that were installed in 2017. The Jordan River Commission will continue to assist with volunteer events regularly throughout the 2018 growing season. A local group of volunteers has been managing regular volunteer events and these will continue in 2018. The Utah Division of Forestry, Fire and State lands has provided in-kind labor for mowing of phragmites and also technical assistance with project planning, which will continue. Additional funding is being sought from other sources to keep the project going.

### Rehabilitation & Treatment:

- The project will have a positive impact to rehabilitate and treat an area that is infested with or impacted by an invasive species, has a fuel load that may contribute to a catastrophic wildland fire, or prevent catastrophic wildland fire through land restoration in a watershed.
- Has the potential to improve the grazing forage for domestic cows or wildlife.
- Addresses soil run-off, erosion, soil infiltration, and flooding to improve water quality and quantity.
- Can provide an economic benefit to project area.

*If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.*

Much of the phragmites in the ponds was effectively treated in 2016 and 2017 and revegetation with native wetland species has been started. This revegetation will be increased in 2018 with both seeding and bare root planting of areas around the ponds and along the river to reduce the amount of bare soils available for re-infestation with phragmites and also to reduce the risk of secondary invasion by other noxious weeds.

By reducing the extent of Phragmites across the site, fire risk is reduced because of lower fuel load. Economic benefits to the Riverton tax payers will be seen with reduced long-term maintenance costs for the area with the establishment of desirable species and elimination of the spread of noxious invaders.
**Relationship to other Management Plans:** Project will help meet specific goals and objectives and/or management opportunities identified in other planning or assessment documents. Some examples of plans: State weed management plan, county weed management plans, CWMA weed management plans, allotment and/or grazing management plans, species/game management plans, wildlife management unit plans, CRMPs, forest management plans, watershed/TMDL plans, fuel/fire management plans, etc.

This project helps fulfill the goals and objectives identified in the Jordan River Commission's Blueprint Jordan River and Best Practices for Riverfront Communities. These goals and objectives include proper timed management of noxious weeds and implementation of the actions to revegetate treatment areas to reduce the risk of re-infestation. See the attached Noxious Weed Management Plan for more detail on the specific actions outlined for the ponds and river in Riverton.

Additionally, the plan supports the Utah State Weed Management Strategy through implementation of early detection for priority weeds, active and aggressive revegetation of treatment areas, and education of communities and partners through hands-on learning opportunities for local church groups, boy scouts, and adjacent property owners.

**Monitoring and Future Management:** Monitoring shall include at a minimum Photo Points and GPS points with the approximated weed population sizes for the treatment area. Project proposal includes details on future management that will ensure the long term success of the project. This may include: post-treatment grazing rest and/or management plans/changes, wildlife herd/species management plans, ranch plans, conservation easements or other permanent site protection plans, resource management plans, forest plans, etc.

Riverton crews will continue to monitor treatments with the assistance of a trained riparian restoration expert to inventory and map the project area. Photo monitoring points have been established and will continue to be repeated. Vegetation inventory has occurred using the Line-Point Intercept method of estimating cover. Line-Point Intercept is a rapid and accurate method for quantifying soil cover, which in addition to vegetation, includes cover by litter, rocks and biological soil crusts. With this method, cover is measured along a linear transect line and is based on the number of “hits” on a target species out of the total number of points measured along that line. It is used when precise, repeatable measurements are required.

Maps will continue to be generated illustrating the percent cover of invasive Phragmites and the desirable native plants on the site. These maps will be used to guide the mechanical and chemical treatments proposed.

Riverton City has taken on the responsibility of long-term management of the site and will follow up with properly timed treatments in future years. Riverton also plans to water restoration trees and shrubs from past efforts on a weekly basis and will conduct spot spraying treatments at least once a month in 2018.
**Biological Control:** Project contains a biological control method for controlling the target weed species. Planning and release of biological control agents to be coordinated with APHIS and UDAF.

Please explain in detail the location of your releases and the species. Outline the desired outcome of the release and how it will be monitored and measured.

Puncturevine weevils will be dispersed at the site if they are available in 2018 in partnership with the Jordan River Commission.

The ability to bring multiple partner support and additional outside funding to the project will increase the likelihood of funding.

In the unlikely event that the ranking scores are tied, the following will be used to further validate the proposed projects to break the ties:

**Project Administration Costs:**

Projects with lower planning and administrative costs (less than the allowable 10%) will be given preference.

**Enhanced Project Monitoring:**

Project includes intensive monitoring that will measure more specifically the outcomes than just qualitative monitoring, GPS and Photopoints. Enhanced monitoring may include, for example, the following methods which are utilized by the NRCS:

- a. Pre-project photo documentation or camera on a stick
- b. Line-point intercept (plant cover and composition)
- c. Canopy and Basal gap intercept (weed invasion and erosion)
- d. Belt test/line intercept cover (for invasive species)

By signing this document, the Applicant certifies to his/her best knowledge that all of the information on this application is accurate and complete.

**Name**

*Public Servic* ...

**Title**

*Public Servic* ...

**Date**

*05/15/2017*
ATTACHMENT A-1: TERMS AND CONDITIONS FOR APPLICANT USING A FIDUCIARY AGENT

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF APPLYING FOR THE GRANT IF:

(1) The Applicant is contracting or using a different entity, organization or person, not employed by or in the same organization as Applicant, to receive or expend any grant monies awarded under this grant application upon final award.

Fiscal Agent:

<table>
<thead>
<tr>
<th>Fiscal Agent</th>
<th>Contact Person (Financial Manager)</th>
</tr>
</thead>
<tbody>
<tr>
<td>JORDAN RIVER COMMISSION</td>
<td>Soren Simonsen, Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 526 0B1</td>
<td>Salt Lake City</td>
<td>UT</td>
<td>84112</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Cell Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>801-536-4156</td>
<td>801-706-1055</td>
<td><a href="mailto:soren.simonsen@utah.gov">soren.simonsen@utah.gov</a></td>
</tr>
</tbody>
</table>

By using a Fiscal Agent, the Applicant and the Fiscal Agent agree to be bound by the terms and conditions set forth in the final Grant Agreement.

The Applicant and Fiscal Agent further agree that, if the grant is awarded, the grant funds will be disbursed directly to the Fiscal Agent, as appointed by the Applicant, pursuant to the terms and conditions set forth in a separate agreement between the Applicant and the Fiscal Agent. Nevertheless, because the agreement between the Applicant and the Fiscal Agent is a separate agreement, it cannot independently be enforced by the State.

Please attach a copy of the agreement between the Applicant and Fiscal Agent with respect to the requested grant funds to this grant application. If no agreement is currently in place, a copy of the agreement must accompany a copy of the signed Grant Agreement in order for funds to be awarded and/or disbursed. The failure to do so may result in the Grant award being denied and/or rescinded.

By signing, the Applicant and Fiduciary attest that each person who has signed this Application has full legal authority to bind the Applicant and Fiduciary’s organizations, respectively, and to execute this Agreement on each respective entity’s behalf.

SIGNATURE OF APPLICANT

[Signature]

DATE

10/5/17

SIGNATURE OF FIDUCIARY

[Signature]

DATE

10/5/17
Treatment #1
Herbicide Application

<table>
<thead>
<tr>
<th>Herbicide Applied</th>
<th>Adjuvant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rodeo</td>
<td>LI - 700 (Penetrant/Acidifier)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application Method</th>
<th>Application Rate</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spot treatment</td>
<td>2.00</td>
<td>qt/ac</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Data of Application</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>09/2018</td>
<td>Riverton_phrag_2018</td>
</tr>
</tbody>
</table>

**Description of Treatment**

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Herbicide will be used to treat resprouts of Phragmites and other weeds along the river, trail and pond edges. Crews will use a spot sprayer on an ATV. Riverton Parks crews will also use other herbicides such as Milestone, Telar, and 2-4D to treat weeds throughout the project area.

Please enter the breakdown of costs of this treatment in the table below.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Labor</td>
<td>$4,600.00</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>
### Treatment #2

**Mechanical Treatment** *(Requires Supplemental GIS Data Layer and Approval)*

<table>
<thead>
<tr>
<th>Treatment</th>
<th>Mowing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Treated</th>
<th>Approximate Date of Treatment</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00</td>
<td>09/2018</td>
<td>Riverton_mowing_2018</td>
</tr>
</tbody>
</table>

#### Description of Treatment

*Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.*

Areas of phragmites that were treated with herbicide will be mowed approximately 4-6 after herbicide application. Crews will use a small bullhog, brush saws, and other mowing equipment to remove biomass.

---

**Note:** Applications including any ground disturbance will require a supplemental .pdf and .shp file of area to be disturbed for archeological clearance. No ground disturbance will proceed without written approval from UDAF as defined in U.C.A. 9-8-404(1)(a).

*Please enter the breakdown of costs of this treatment in the table below.*

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>
Treatment # 3

ReVegetation Treatment (Requires Supplemental GIS Data Layer and Approval)

<table>
<thead>
<tr>
<th>Preparation Treatment</th>
<th>Seeding Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mowing</td>
<td>Broadcast, ground</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seed Mix Name</th>
<th>Seeding Rate</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wetland bare root plants and wet meadow mix</td>
<td>40.00</td>
<td>PLS/ac</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acres Seeded</th>
<th>Approximate Date of Seeding</th>
<th>Label of Treatment on GIS Data Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00</td>
<td>07/2018</td>
<td>Riverton_plants_2018</td>
</tr>
</tbody>
</table>

**Description of Treatment (please be concise)**

Please describe treatment in detail and list budget categories the treatment will draw from. If the description exceeds the space given in this form, please attach either another page of this form or a word document of the continued information.

Areas that have been treated for phragmites in 2016 and 2017 have been the focus of revegetation efforts which include seeding and planting with bare root wetland plants. These revegetation treatments will continue in 2018 and are expected to be mostly completed by the end of 2020.

---

Note: Applications including any ground disturbance will require a supplemental .pdf and .shp file of area to be disturbed for archeological clearance. No ground disturbance will proceed without written approval from UDAF as defined in U.C.A. 9-8-404(1)(a).

Please enter the breakdown of costs of this treatment in the table to the left.

<table>
<thead>
<tr>
<th>Category</th>
<th>ISM Grant Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herbicide</td>
<td>$1,800.00</td>
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<tr>
<td>Labor</td>
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<tr>
<td>Equipment</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>$0.00</td>
</tr>
<tr>
<td>Totals</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
Other Costs for Riverton ISM FY 2018

<table>
<thead>
<tr>
<th>species</th>
<th>size</th>
<th>cost per</th>
<th>units</th>
<th>total</th>
</tr>
</thead>
<tbody>
<tr>
<td>golden currant</td>
<td>5 gallon</td>
<td>$14.00</td>
<td>60</td>
<td>$840.00</td>
</tr>
<tr>
<td>Fremont cottonwood</td>
<td>1 gallon</td>
<td>$5.00</td>
<td>50</td>
<td>$250.00</td>
</tr>
<tr>
<td>hawthorn</td>
<td>5 gallon</td>
<td>$14.00</td>
<td>40</td>
<td>$560.00</td>
</tr>
<tr>
<td>box elder</td>
<td>5 gallon</td>
<td>$14.00</td>
<td>40</td>
<td>$560.00</td>
</tr>
<tr>
<td>coyote willow</td>
<td>1 gallon</td>
<td>$5.00</td>
<td>150</td>
<td>$750.00</td>
</tr>
<tr>
<td>skunkbush sumac</td>
<td>5 gallon</td>
<td>$14.00</td>
<td>40</td>
<td>$560.00</td>
</tr>
<tr>
<td>alkali bulrush</td>
<td>10 cc</td>
<td>$1.25</td>
<td>100</td>
<td>$125.00</td>
</tr>
<tr>
<td>wooly sedge</td>
<td>10 cc</td>
<td>$1.25</td>
<td>100</td>
<td>$125.00</td>
</tr>
<tr>
<td>Torrey's rush</td>
<td>10 cc</td>
<td>$1.25</td>
<td>100</td>
<td>$125.00</td>
</tr>
<tr>
<td>artic rush</td>
<td>10 cc</td>
<td>$1.25</td>
<td>100</td>
<td>$125.00</td>
</tr>
<tr>
<td>beaver herbivory controls</td>
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</tr>
<tr>
<td>subtotal</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>total</td>
<td></td>
<td></td>
<td></td>
<td>$4,400.08</td>
</tr>
</tbody>
</table>
Riverton Ponds ISM
ECDMaps Phragmites point shown as yellow bubbles
Phragmites polygons in red.
Photo points also shown.
2016

Riverton Ponds

*Phragmites*

Management Plan

Developed as part of the Jordan River Commission

Best Practices for Riverfront Communities

Primary Focus Area

Riverton Ponds Restoration Project
PURPOSE:

This document was created to provide guidance for an Adaptive Management Strategy to control noxious and invasive plant species at the Riverton Ponds Restoration Project in Riverton, Utah. The City of Riverton and the Jordan River Commission, along with local community partners, are working towards developing an Adaptive Management Strategy for controlling *Phragmites australis* and other invasive weeds at the ponds. Overall, our goal is to improve the management of the ponds for the benefit of people and wildlife by reducing the cover of noxious and invasive plants and increasing the cover of native and desirable plants. The following recommendations may need to be adapted based upon site specific results and resources as they become available. Any and all use of herbicides must be done by licensed applicators and those applicators must read, understand, and follow label requirements for the use of herbicides.

**Weed Control Instructions and Best Practices:**

1. Always use the proper methods to deal with the plant species on your project;
2. Always read the label for any herbicides that will be used and follow specific requirements;
3. Be familiar with the target species, control methods, and appropriate follow up methods to ensure success;
4. Take proper precautions in protecting your personal health and safety and the health of the environment;
5. Ensure weather conditions are appropriate for the use of any herbicides;
6. Post signs were appropriate to alert the public about the use of any herbicides;
7. Collect as much information as possible on treatment areas such as: location of treatments, timing of treatments, follow up actions required to ensure success;
8. AND only use herbicides where you have obtained express consent from the land owner to conduct treatments.
**HOW TO - Five Step Approach:**

**Prevention**
- Prioritize invasive species control where recent or future land disturbance is anticipated
- Identify pathways or “vectors” of invasive species introduction and spread and try to understand the potential impact of those species on native ecosystems
- Work with surrounding land owners to reduce spread from surrounding properties

**Early detection and rapid response**
- Use this guidance document to improve detection and identification of invasive plant species
- Document occurrence of new species not included in this plan yearly using EDDMaps
- Coordinate response efforts to eradicate species before establishment and spread with all stakeholders working within and adjacent to the Big Bend

**Control and management**
- Follow both short- and long-term recommendations in this Big Bend Restoration Plan to restore and enhance native and desirable plants that will withstand future changes in weather and climate
- Limit spread of existing infestations by targeted eradication or population suppression (using mechanical, biological, and chemical methods)
- Implement a variety of methods to improve the outcomes of treatments (i.e. Integrated Pest Management Approach)
- Work with surrounding land owners to control surrounding invasive species populations

**Revegetation**
- Select site adapted species of plants that can compete against invasive weeds once established
- Develop site specific plans for installation of “habitat patches” of riparian plants based upon local soils and access to surface and groundwater
- Seed any disturbed areas soon after disturbance has ceased and make sure to properly prepare soils for seeding
- Follow up on any revegetation actions for at least five years to ensure establishment of new plants

**Monitoring**
- Monitor before and after control methods to ensure progress is being made on controlling existing infestations and new infestations are not becoming established
Site Specific Indications for the Riverton Ponds

Recommendations:

✓ Control weeds in adjacent debris disposal area. Consider moving disposal area or controlling vegetation more successfully. This area will continue to provide weed seeds and with always be a threat to success at the ponds.

✓ Fill ponds in spring and summer for long enough to reduce upland vegetation in pond margins and also keep Phragmites from being drought stressed. Drought stressed Phragmites does not absorb herbicide as well as robustly growing plants and has been a potential cause of failure on other projects.

✓ If runners are present in June or July, volunteer groups should pull and chop the runners to reduce the spread of plants from rhizomes or stolons.

✓ Spray Phragmites with glyphosate, LI-700 (surfactant) and blue dye in the first two weeks of August, just after seed set. This timing has shown the most effectiveness and also is outside of the bird nesting season.

✓ Follow up on sprayed areas with mowing approximately 4-6 week after treatment. This will allow the treatment to become more effective and herbicide will translocated into the roots.

✓ Identify locations for installation of additional wetland vegetation in the form of bare root material or 10T plugs. Species lists are provided below in Table 2.

✓ Identify locations and watering scenarios for installation of “habitat patches” along pond margin in treated areas. Installation of trees and shrubs will eventually crowd out new Phragmites and replace the lost vegetation where Phragmites treatments are successful. Habitat patches should be fenced to keep out beavers for 2-3 years and should be easy to water with pond inundation or city watering trucks.

The noxious and invasive plant species that have been observed on the Riverton Ponds Restoration Project site have been mapped and some eradication work and suppression actions have been taken during the 2016 growing season (see attached maps). This work has included mechanical control of plants, mostly by volunteers. Installation (planting) of native species of trees, shrubs, forbs, and grasses should be planned for the fall of 2016. This work must continue and this document provides some guidance for implementing a successful program, but it will require continued input for resources from city staff and community partners.

Habitat improvements are a key goal of the Project and the existing infestations of noxious and invasive weeds must be controlled for habitat restoration to be effective.
The following noxious and invasive weed species have been observed at the Riverton Ponds:

- Hoary cress
- Canada thistle
- Bull thistle
- Musk thistle
- Scotch thistle
- Poison hemlock
- Russian olive
- Dalmatian toadflax
- Common reed
- Tamarisk
- Russian knapweed
- Puncturevine

The primary objective of noxious weed control is to selectively reduce the cover and abundance of noxious and invasive plants across the site. This work is being accomplished mostly by mechanical and chemical control of herbaceous plants and through physical removal of invasive Russian olive and tamarisk trees. Site management will focus on phasing the removal of these trees over several years and installation of native and desirable plant species to retain the beneficial aspects of the riparian cover, i.e. a multi-story canopy.

The main objective of this Plan is to reduce the cover of invasive species over time so that the entire site does not have to be treated at the time of major construction. Removal of invasive trees can be conducted at the same time as crews and volunteers are installing native riparian trees, shrubs, forbs, and grasses in small patches. The installation of new plants will reduce the “temporal loss” of riparian habitat in the area during major construction activity phases. The major challenge with this phase is providing sufficient water to the plants to make sure they become established.

Another objective of this Plan is to reduce the number of seeds and propagules of noxious plants such as Phragmites, thistle, whitetop, poison hemlock, and puncturevine.
The following matrix provides some guidance for treatments and timing for each noxious and invasive weed species found on the Riverton Ponds or along the Jordan River corridor close to the ponds.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>treatments</strong> (volunteers)</td>
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<td>Get into the River</td>
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<td>Community Event #2</td>
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<td>Staff Training #1</td>
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<td>Staff Training #2</td>
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<td>Additional Training (not planned)</td>
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<td>Vegetation</td>
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<td>Sample weedy upland areas</td>
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<td>Sample emergent marsh</td>
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<td>Count planting success</td>
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<td>Water</td>
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<td>Fill ponds</td>
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<td>Initial watering of plants</td>
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<td>Irrigation of plants</td>
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<td>Fencing and Protecting Vegetation</td>
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<td>Installation of Habitat Patches</td>
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<tr>
<td>Standing of weed controlled areas</td>
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<td>Mow annual weeds and thistles</td>
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<td>Fold meeting with herbicide applicator</td>
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<td>Herbicide use in upland areas</td>
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<td>Herbicide use in emergent marshes</td>
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<td>Chemical control heavy grass</td>
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<td>Chemical control poison hemlock</td>
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<td>Chemical control thistle</td>
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<td>Chemical control phragmites</td>
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<td>Chemical control perennial pepperweed</td>
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<td>Volunteer pull on toadflax</td>
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<td>Volunteer pull on thistle</td>
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<tr>
<td>Mechanical removal of Russian olive and tamarisk</td>
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<tr>
<td>Deer damage assessment and mitigation</td>
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<td>Vole damage assessment and mitigation</td>
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<tr>
<td>Beaver damage assessment and mitigation</td>
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**Restoration Plants**

The following species have been selected for seeding or planting in small patches. These species were derived from observations of native riparian habitats by Ty Harrison over the last half-century. Irrigation is needed regularly for successful establishment of these plants.

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Scientific Name</th>
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<tbody>
<tr>
<td><strong>RIPARIAN TREES AND SHRUBS</strong></td>
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<tr>
<td>Fremont Cottonwood</td>
<td>Populus fremontii</td>
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<td>Acer negundo</td>
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<td>Peachleaf Willow</td>
<td>Salix amigdaloides</td>
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<tr>
<td>Black Hawthorn</td>
<td>Crataegus douglasii</td>
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<tr>
<td>Coyote Willow</td>
<td>Salix exigua</td>
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<tr>
<td>Woods Rose</td>
<td>Rosa woodsii</td>
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<tr>
<td>Oakleaf Sumac</td>
<td>Rhus aromatic var. triobata</td>
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<tr>
<td>Golden Currant</td>
<td>Ribes aureum</td>
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<td><strong>UPLAND SHRUBS</strong></td>
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<td>Big Sagebrush</td>
<td>Artemisia tridentata var. tridentata</td>
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<tr>
<td>Rubber Rabbitbrush</td>
<td>Chrysothamnus nauseosus</td>
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<td>Greasewood</td>
<td>Sarcobatus vermiculatus</td>
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<td>Fourwing Saltbush</td>
<td>Atriplex canescens</td>
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<td>Gardner's Saltbush</td>
<td>Atriplex gardneri</td>
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<td>Recommended Seed Mixes</td>
<td>Species Scientific Name</td>
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<td><strong>Emergent Wetland Mix</strong></td>
<td><strong>Typha latifolia</strong></td>
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<td><strong>Scirpus acutis</strong></td>
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<td><strong>S. americanus</strong></td>
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<td><strong>S. maritimus</strong></td>
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<td><strong>Senecio hydrophilus</strong></td>
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<td><strong>Triglochin sp</strong></td>
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<td><strong>Eleocharis palustris</strong></td>
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<td><strong>Juncus torreyi</strong></td>
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<td><strong>C. lanuginosa</strong></td>
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<td><strong>Distichlis spicata</strong></td>
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<td><strong>Juncus arcticus</strong></td>
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<td><strong>Distichlis spicata</strong></td>
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<td><strong>Puccinellia nuttaliana</strong></td>
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<td><strong>Solidago occidentalis</strong></td>
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<td><strong>Pascopyrum smithii</strong></td>
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<td><strong>Leymus cinereus</strong></td>
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<td><strong>Poa secunda (sandbergii)</strong></td>
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<td><strong>Festuca ovina ‘Covar’</strong></td>
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<td><strong>Cleome serrulata</strong></td>
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<td><strong>Sphaeralcea coccinea</strong></td>
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<td><strong>Linum lewisi</strong></td>
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Weed treatment tracking form:

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<th>FOLLOW UP NEEDED</th>
<th>WEATHER</th>
<th>ACRES</th>
<th>DENSITY</th>
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<th>NOTES</th>
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</table>
Volunteer Opportunities by Season:

January through March
- Seeding of weed treatment areas and other disturbances
- Planting of small container plants when ground is thawed
- Dig out rosettes of thistles
- Maintain fencing around cottonwoods – replace if necessary

April and May
- EDDMaps mapping of new infestations and other areas
- Digging out thistle rosettes
- Install wetland plants along water edges
- Install containerized trees, shrubs, grasses, and forbs
- Repair fences around any habitat patches
- Spread mulch along trail where puncturevine was pulled or treated previously

June through August
- Pull goatheads along trail
- Gather Phragmites runners in ponds
- Chop down thistles and bag seeds

September and October
- Pull, bag and sweep puncturevine along trails
- Chop down and dig out thistles, bag and dispose of any seeds
- Cut down Phragmites in areas that are close to fences
- Check beaver protection fences and replace when needed
- Paint and sand on trees for beaver protection

November and December
- Seed disturbed soils and treatment areas if enough time has passed since treatments
- Install and protect containerized trees, shrubs, grasses, and forbs
- Remove remaining thistle and rosettes
<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
<th>Photo</th>
<th>Treatment</th>
<th>Timing</th>
<th>Summer</th>
<th>Fall</th>
<th>Winter</th>
<th>Spring</th>
<th>Summer</th>
<th>Fall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cirsium arvense</td>
<td>Canada thistle</td>
<td><img src="image" alt="Photo" /></td>
<td>Mow then Milestone™</td>
<td>fall</td>
<td>Milestone prior to flower</td>
<td>Milestone on rosettes</td>
<td>Mechanical removal with volunteers or crews</td>
<td>Mow and bag seeds</td>
<td>Dig out rosettes</td>
<td>Milestone treatment prior to flower</td>
</tr>
<tr>
<td>Cirsium arvense</td>
<td>Wavyleaf Thistle</td>
<td><img src="image" alt="Photo" /></td>
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<td>Cirsium maculatum</td>
<td>Poison Hemlock</td>
<td><img src="image" alt="Photo" /></td>
<td>Milestone</td>
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<td>Scientific Name</td>
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<td>Photo</td>
<td>Treatment</td>
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<td>Summer</td>
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<tr>
<td>Elaeagnus angustifolia</td>
<td>Russian olive</td>
<td><img src="image1.png" alt="Photo" /></td>
<td>Mechanical Removal and Stamp Spray</td>
<td>spring and fall</td>
<td>Low stump cut and treat with glyphosate</td>
<td>Revegetate</td>
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<td>Low stump cut and treat with glyphosate</td>
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<tr>
<td>Lepidium draba</td>
<td>Hoary Cress</td>
<td><img src="image2.png" alt="Photo" /></td>
<td>Metsulfuron (&gt;50' from water) or Chlorsulfuron (&lt;50' from water)</td>
<td>spring</td>
<td></td>
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<td>herbicide</td>
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<tr>
<td>Lycopus uniflorus</td>
<td>Dalmatian Toadflax</td>
<td><img src="image3.png" alt="Photo" /></td>
<td>Volunteer Pulling</td>
<td>spring and summer</td>
<td>UCC &amp; Volunteers</td>
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<td>Volunteer pulling</td>
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<td>Onopordum acanthium</td>
<td>Scotch Cotton thistle</td>
<td><img src="image4.png" alt="Photo" /></td>
<td>Mow then Milestone™</td>
<td>spring</td>
<td>Mow or cut with crews prior to seed set</td>
<td>Dig out rosettes or spray rosettes with Milestone</td>
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<td>Spray with Milestone prior to flower</td>
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<tr>
<td>Scientific Name</td>
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<td>Photo</td>
<td>Treatment</td>
<td>Timing</td>
<td>Summer</td>
<td>Fall</td>
<td>Winter</td>
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<tr>
<td>Phragmites australis</td>
<td>Common Reed</td>
<td><img src="image1.jpg" alt="Image" /></td>
<td>Glyphosate just after seed set</td>
<td>August treatment with glyphosate plus surfactant and blue dye</td>
<td>Mow remaining plant material at least one month after treatment</td>
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<td>Rhoeo discarum</td>
<td>Persian iris</td>
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<td>Tamarix ramosissima</td>
<td>Tamarisk</td>
<td><img src="image3.jpg" alt="Image" /></td>
<td>Mechanical Removal and Stump Spray</td>
<td>spring and fall</td>
<td>Pull seedlings</td>
<td>Low stump cut and treat with Garlon 3A</td>
<td>Pull seedlings</td>
<td>Pull seedlings</td>
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</table>

*Note: Images of Phragmites australis, Rhoeo discarum, and Tamarix ramosissima are included.*
The Jordan River Commission is assisting the Riverton City to restore and enhance a 10-acre wetland complex in Riverton along the Jordan River. Concerns from the surrounding community caused the pond to be dewatered. The newly design restored wetlands will improve the functionality of this mitigation site and address community concerns, allowing nutrients to be retained, reducing the impact of flooding, and preventing downstream erosion. Environmental education will highlight this piece of open space as a demonstration project for the Jordan River corridor.

**BUDGET**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ecological Restoration</td>
<td>$56,950</td>
</tr>
<tr>
<td>Best Practices Workshop</td>
<td>$10,100</td>
</tr>
<tr>
<td>Jordan River Environmental Education</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>MATCH</strong></td>
<td></td>
</tr>
<tr>
<td>Jordan River Commission</td>
<td>$14,871</td>
</tr>
<tr>
<td>Riverton City</td>
<td>$14,000</td>
</tr>
<tr>
<td>Utah Division of Forestry, Fire &amp; State Lands</td>
<td>$2,500</td>
</tr>
<tr>
<td>Community Volunteers</td>
<td>$20,688.80</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$121,609.80</strong></td>
</tr>
</tbody>
</table>

**GRANTS SECURED**

- UDAF - Invasive Species Mitigation Grant (2016) $20,000
- NFWF - Five-Star Restoration Grant (2016) $29,550
- UDAF - Invasive Species Mitigation Grant (2017) $20,000

**MILESTONES**

**ONGOING - Volunteer Mechanical and Revegetation Treatments & Environmental Education**

1. Role of Wetlands: Best Practices Workshop - April 2017
2. Herbaceous Weeds Chemical Treatment - May 2017
3. Puncturevine Chemical Treatment - June 2017
4. Finalized Wetlands Conceptual Plan - June 2017
5. Puncturevine Bio-Control Release - July 2017
6. Phragmites Mechanical Treatment - July 2017
7. Phragmites Chemical Treatment - August 2017
8. Revegetation Treatment - November 2017

**OBJECTIVES**

- Restore 10 acres of riparian and wetland habitat along the Jordan River
- Remove 10 acres of invasive weeds, including Russian olive, tamarisk, scotch thistle, and other weeds that plague the river corridor
- Plant 240 native riparian trees and shrub
- Engage 440 people in the project
- Develop a Jordan River-based environmental education curriculum
- Host a Best Practices workshop focused on the wetlands
- Create a conceptual plan for the restoration of the wetlands
DEVELOPMENT OF
CONFLICT OF INTEREST

FOR CONTRACTED OR GRANTED OBLIGATIONS WITH
THE
UTAH DEPARTMENT OF AGRICULTURE AND FOOD

Because contracted /grant obligations with the Utah Department of Agriculture and Food (UDAF) can be construed as "being employed" by the State of Utah you are required by state law (Utah Code Annotated 67-16-8) to disclose any conflict of interest you may have relating to your contract /grant with Utah Department of Agriculture and Food. Please list below and explain any involvement you may have with: State Government, Local Government including committees, districts, or boards, Irrigation Boards, Colorado River Salinity Control Program, United States Department of Agriculture, Bureau of Reclamation, Bureau of Land Management, U. S. Fish and Wildlife Service, or other party that has influence or participates with UDAF’s Invasive Species Mitigation program.

1). None
2).
3).
4).
5).

I understand that the filing of this Declaration of Conflict of Interest with Utah Department of Agriculture and Food satisfies the requirements as described in Utah Code Annotated 67-16-8 and 67-16-7.

Sherrí Garn

Signature
Sherrí Garn

Name Printed

Sworn before me
Sherrí Garn

Notary or Justice Signature and Seal

Shirleen Boska

Notary Public-State of Utah

Comm. Exp. 04-08-2020

Date
3-16-18
Riverton City  
Attention: Sheril Garn  
12830 South Redwood Rd  
Riverton, UT 84065

Dear Sheril Garn,

Thank you for submitting your proposal for the Riverton Wetland and Steep Bank Noxious Weed Project Phase 3 ISM Project. The Department is pleased to inform you that it anticipates awarding Riverton City $17,200.00 for the Riverton Wetland and Steep Bank Noxious Weed Project Phase 3 described in your 2018 grant proposal submitted to the Utah Department of Agriculture and Food requesting funds from the Invasive Species Mitigation program.

Currently UDAF is working on a grant agreement to meet the needs of this project. We plan to present that agreement to Riverton City on or before February 20, 2018 for your review and approval. *Award of these monies is contingent upon Riverton City agreeing to the terms and conditions outlined in that grant agreement.* Please note that the terms and conditions include, but are not limited to, all statutory requirements under UCA 4-17-114 and UCA 4-17-115. In addition, Riverton City must verify that it, its officer, agents, employees, contractors, sub-contractors and assigns are in full compliance with the State of Utah’s cultural resource laws. A copy of those requirements is attached to this letter as Attachment A (Additional Terms and Conditions).

In addition, please be aware that as an awardee of funds, you may be subject to the auditing and other requirements outlined in UCA 51-2a-101 et seq.

Please be reminded that until the grant agreement is signed and dated by the parties, this grant award amount may be modified or reduced. Please also be reminded that this grant
award may be modified or reduced based on the availability of grant funds under UCA 4-17-114 and UCA 4-17-415. As such, until the grant agreement is finalized, there is no binding obligation to the State of Utah or any of its departments or divisions to provide Riverton City with the above-mentioned funds: if Riverton City, its officer, agents, employees, contractors, subcontractors or assigns choose to begin work on this project or expend monies prior to the grant agreement being finalized, such monies may not be reimbursed by the State of Utah or the Department of Agriculture.

We look forward to working with you to put this important salinity control project in place. If you have any questions about the grant agreement, please contact Aaron Eagar at 801-538-7186 or via email at aeagar@utah.gov.

Sincerely,

Bracken Davis  
Deputy Director, Plant Industry & Conservation  
Utah Department of Agriculture and Food
Dear Invasive Species Mitigation Grant Recipient,

As indicated in the February 10th, 2018 email, you have been conditionally awarded funding through the Utah Department of Agriculture for the Riverton Wetland and Steep Bank Noxious Weed Project Phase 3 project under Utah’s Invasive Species Mitigation Program under UCA 4-17-114 and UCA 4-17-115. In order to receive these funds and to proceed with the project outlined in your 2018 proposal, please complete the following items:

1. Attached is a partially completed grant agreement. Please review the entire agreement, including all attachments carefully. If there are errors or omissions, please contact Aaron Eagar at UDAF immediately to make any necessary changes.

2. If the information is correct, please initial each numbered paragraph, including each paragraph on Attachment A, and sign and date the agreement on page 6 where indicated. All signatures must be original: electronic signatures or copies are not accepted.

3. Also attached as Attachment C is a conflict of interest form. The State of Utah requires the individual signing the grant agreement to complete and sign this form in the presence of a notary public. If the Grantee or its principals hold any elected office, please indicate the office(s) held. If the Grantee or its principals do not hold any elected office or have no other conflicts, please indicate that by writing “do not hold any elected office” on Attachment C and sign in the presence of a notary public.

As a reminder, please ensure that all fields are filled in correctly as UDAF is unable to move forward with any funding absent a fully completed and executed agreement.

Once all of the requested information is complete, please mail the original copies of all documents to:

UDAF
Attn: Aaron Eagar
PO Box 146500
Salt Lake City, UT 84114-6500

After UDAF receives the completed grant agreement, including all attachments, your grant will be processed. You will be notified by mail when your grant is funded and work can begin.

If you have any questions or concerns, please contact Aaron Eagar at 801-538-7186 or via email at aeagar@utah.gov.

Thank you for your interest in this project and in promoting salinity control and water conservation in the State of Utah. We look forward to working with you to further these important goals.

Sincerely,

Bracken Davis
Deputy Director, Plant Industry and Conservation Division
Utah Department of Agriculture and Food
Part 1 - Definitions.

Unless the context requires otherwise, the terms used in this policy shall have the following meanings:

A. **Bidding** - Procedure used to solicit quotations on price and delivery from various prospective suppliers of specified supplies, equipment, and contractual services.

B. **Change Order** - A signed contract amendment providing for changes in the scope of work being performed or for suspension of the work.

C. **Competitive Bidding** - The process of soliciting price proposals from at least two responsible suppliers for products or services.

D. **Consultant Services** - Work, rendered by either individuals or firms who possess specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services.

E. **Contract** - Agreement document used for the procurement of supplies, services, or construction.

F. **Request for Proposals (RFPs)** - Invitations for suppliers or contractors to submit a proposal on a specific product or service. The contract for the product or services will be awarded based on criteria set forth in the Request for Proposal.

G. **Supplies, materials and equipment** - Any tangible article or thing being used in the performance of the duties of the Commission staff.

Part 2 - Administration.

The Executive Director shall administer the purchasing procedures outlined herein. The Executive Director shall perform the following duties and have the following powers concerning purchasing matters:

A. Administer and maintain the purchasing procedures and other rules and regulations
established by the Board of Directors.

B. Negotiate and execute contacts for the purchase of supplies and the provision of services.

C. To the extent possible, obtain full and open competition on all purchases consistent with these procedures.

Part 3 - Bid Processes.

A. Competitive Sealed Bidding.

1. Competitive sealed bidding is a procedure in which vendors or contractors are invited to submit formal bids to provide a designated product or to complete a designated project in accordance with provided specifications.

2. Notice of bids shall be given to all interested bidders and shall include a general description of the articles to be purchased or the work to be performed; the location where information on the bid can be obtained; the information on when bids are to be submitted including the date, time and place; and the date, time and place for opening the bids.

3. The notice inviting bids shall be published either in a newspaper of general circulation, noticed on the internet, or otherwise made public at least ten (10 days) before the date of the opening of the bids.

4. The notice inviting bids shall be delivered to all known responsible prospective bidders, including those who have requested that their names be on a bidder’s list.

5. Sealed bids (or electronically submitted bids) shall be submitted as designated in the notice with the statement “Bid for (item or project)” on the envelope (or in the electronic transmission).

6. Bids shall be opened (or read, in the case of electronically submitted bids) in public at the time and place stated in the public notice.

7. Bids submitted shall be evaluated on the basis of compliance with specifications and other relevant criteria.

B. Requests for Proposals (RFPs).

1. RFPs may be used when required by law or when it is determined that competitive bidding is either impractical or not advantageous to the Commission.

2. In making the decision to use an RFP, the Executive Director may consider whether there is a need for price and service negotiation; whether the relative skills or expertise of the offerors will have to be evaluated; whether cost is
secondary to the characteristics of the product or service sought; whether the conditions of service, product or delivery are unable to be sufficiently described in the invitation to bid; whether the offeror is expected to propose a method or strategy for completing the project; or whether there may be a need to negotiate completion times related to the project. The RFP shall state the relative importance of price and other evaluating factors.

3. Notice for the Request for Proposal shall be given to all interested offerors and shall include a general description of the work to be performed; the RFP criteria that has been selected and set forth in the document, the location where information on the RFP can be obtained; the information on when proposals are to be submitted including the date, time and place; and the date, time and place for opening the proposals.

4. The notice inviting proposals shall be published either in a newspaper of general circulation, noticed on the internet, or otherwise made public at least ten (10 days) before the date of the opening of the proposals.

5. The notice inviting proposals shall be delivered to all known responsible prospective offerors, including those who have requested that their names be on a bidder’s list.

6. Sealed proposals (or electronically submitted proposals) shall be submitted as designated in the notice with the statement “Proposal for (project)” on the envelope (or in the electronic transmission).

7. Proposals shall be opened (or read, in the case of electronically submitted proposals) in public at the time and place stated in the public notice.

8. Proposals submitted shall be evaluated on the basis of compliance with the criteria set forth in the RFP.

9. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Commission, taking into consideration price and the evaluation factors set forth in the RFP.

C. Errors or Mistakes in the Bid Process.

The Executive Director may waive minor irregularities in bid procedures if he determines, in his sole discretion, that the minor irregularities do not have a material effect on the outcome of the bid process and that the process remains fundamentally fair to the Commission and all participants. In cases where the error has a material effect on the outcome of the bid process, the Executive Director may (1) reject all bids, (2) award the bid to the lowest responsive responsible bidder (if it is determined that bidders who do not strictly comply with the bid specifications are disqualified), or (3) correct mistakes in accordance with Commission policies or in accordance with procurement rules in the
State Administrative Code.

Part 4 - Purchasing.

A. Purchases under $1000 will be reviewed by the Executive Director.

B. Purchases between $1000 and $5,000 will be reviewed by the Commission Chair and shall be based on at least three (3) verbal bids or price quotations.

C. Purchases over $5,000 shall be based on at least three (3) written bids or price quotations.

D. Purchases over $40,000 shall go through a competitive sealed bid process.

Part 5 - Exceptions to Bidding Requirements.

A. Professional Service Contracts.

Contracts for professional service may be awarded at the discretion of the Executive Director and after approval of the Utah Lake Commission Board, based on professional qualifications, experience, willingness and ability to meet the Commission’s specific service requirements, cost of services, and other criteria deemed important.

B. Annual Audit.

A professional service contract for the annual fiscal year audit shall be awarded by the Utah Lake Commission Board upon recommendation of the Executive Director. The Executive Director shall make his recommendation based on the Professional Service Contracts criteria.

C. Sole Source Procurements.

Sole source procurement may be used only if the Executive Director determines that a service, product, or requirement is reasonably available only from a single supplier or contractor.

D. State Bid List.

The Commission may purchase supplies from the vendor who has submitted the lowest bid price for such items to the State of Utah Purchasing Office at the quoted price, without any solicitation or price quotation or invitation to bid.

E. Exchanges.

Exchanges of supplies between the Commission and any other public agency which are
not by sale or auction shall be by mutual agreement of the respective public agencies.

F. Utah Correctional Industries Division.

Goods and services produced by the Utah Correctional Industries Division may be purchased from the Division without following any of the bidding requirements set forth herein.

G. Used Supplies.

The Commission may acquire used supplies without following formal purchasing procedures if the Executive Director determines that there is an established market price for the used supplies and that it is beneficial for the Commission to acquire the used supplies.

H. Purchases by Other Governmental Agencies.

If another governmental entity has, after a competitive process, awarded a bid to purchase supplies from a particular vendor within the preceding 180 days, the quoted price may be deemed to be the lowest price available for such items and the Commission need not follow formal purchasing procedures in order to make the purchase. Similarly, the Commission need not follow formal purchasing procedures in order to make purchases through purchasing alliances or cooperatives created by governmental entities.

I. Federal or State Money.

In cases where federal or state money is being used, or in cases where federal or state procurement laws or procedures govern the types of goods or services being procured, the Commission shall follow the applicable federal or state procurement laws or procedures in lieu of the procedures set forth herein.

J. Donated Funds.

In cases where a donor or grantor has contributed funds to the Commission, the Commission may expend the funds in the manner designated by the donor or grantor in lieu of the procedures set forth herein.

Part 6 - Bid Awards.

A. Rejection of Bids.

The Executive Director may reject any and all bids presented, and may re-advertise for bids as set forth herein.

B. Tie Bids.
If two (2) or more of the bids received are for the same total amount in quality, service, and cost, the Executive Director may negotiate with the bidders and obtain the best bid possible.

C. **Single Bids.**

The Executive Director may require a price or cost analysis if only one bid is received. The bidder may be required to furnish a detailed cost proposal, and the bid award shall be subject to subsequent negotiation.

D. **Bonds.**

Before entering into a contract, the Executive Director shall have authority to require performance, payment and other bonds deemed necessary in such amounts as deemed necessary to protect the interests of the Commission. The types and amounts of the bonds to be required shall be described in the notice inviting bids.

E. **Contracts.**

Contracts and Change Orders to Contracts for services and supplies shall be presented to the Commission Board for approval and authorization for the Commission Chair to sign the contract or change order to the contract.

APPROVED AND PASSED this ______ day of ____________________, 2012.

JORDAN RIVER COMMISSION BOARD

By_______________________________________

______________________________
Chair
Bank Stabilization Funding Match Application Form – Bear River and Jordan River

Applicant Name:
Project Title:
Mailing Address:
Phone:
Email:

☐ Individual ☐ Non-Profit ☐ Govt. Agency ☐ Academic ☐ Commercial ☐ Other

Please limit application to no more than 4 pages (not including the 1 page budget summary). Applications that demonstrate use of best management practices identified in Comprehensive Management Plans are preferred.

1. **Estimated Project Costs:**

   Please provide a one-page budget summary that includes and breaks down the following budget items:

   - Labor
   - Materials
   - Equipment
   - Administration
   - Miscellaneous
   - Total Requested

   Other Sources of Project Funding
   Total Match

   Total project costs including other sources of funding:

   **Note:** A 1:1 non-state funding match is required by the State. Matching contributions must be in cash. FFSL has $50,000 in matching funds available. FFSL does not anticipate awarding more than $25,000 to a single project.

2. **Describe the purpose and need of the project:**

3. **Describe all project plans and details, including rights to work on specified piece of land:**
4. Describe why/how the selected method of bank stabilization is appropriate for the location and consistent with the relevant Comprehensive Management Plan:

5. Estimated time frame of the project with significant milestones (Note: Project must be completed with final reports filed by June 30, 2019):

6. Describe the location of the project with attached location map, including details on the total area that will be directly enhanced by the project:

7. Describe your experience in implementing projects of similar scope and magnitude:

8. Describe how ongoing maintenance of the project will be funded and carried out:

9. List partners that have participated in project development:

Signature: __________________________     Date: __________________________

Applicant
Process for Selecting Projects to Receive
2018/19 Bank Stabilization Funding for the Bear and/or Jordan Rivers.

1) Subcommittee of the Division of Forestry, Fire and State Lands (FFSL) and
   a. Establish a Subcommittee of FFSL and agency partners that shall include no more than 6 voting members.

2) Request for Project Proposals
   a. FFSL will draft a Request for Proposals (RFP) to solicit information from interested project proponents.
   b. The RFP will be distributed to the Jordan River Commission, the Bear River Conservation Action Planning Group, and other potential partners and stakeholders.

3) Receive Project Proposals
   a. Applicants and their organizations may prepare project proposals and submit them to FFSL.
   b. Project proposals are received by FFSL for review and scoring.
   c. Project proposals must be submitted on or before July 20, 2018 in order to be considered.

4) Scoring of Proposals
   a. A sub-committee will review the proposals and score them according to the following weighted criteria:
      i. 10% - Matching funds and funds above the required amount (can be in kind or cash).
      ii. 30% - Feasibility for project to be carried out, and funds to be expended by June 2018.
      iii. 20% - Demonstrated need for the project.
      iv. 30% - Demonstrates use of appropriate methodology for project location, consistency with CMP, and use of BMP's
      v. 10% - Demonstration of committed project partners.
   b. Grant awards will be announced by FFSL on or before August 3, 2018.

5) Disbursement of Funds
   a. Grant awardees must submit all reimbursement requests prior to June 30, 2019.
May 10, 2018

Brian Tonetti
Jordan River Commission
P.O. Box 526081
Salt Lake City, UT 84152

Dear Brian,

Thank you again for applying to the League of American Bicyclists' Bicycle Friendly Business program. After careful review of your application and in consultation with workplace cyclists and local advocates, we have determined that Jordan River Commission is designated a Bronze level Bicycle Friendly Business. This award is presented only to businesses with impressive commitments to bicycling. Congratulations!

Enclosed you will find your BFB award certificate and two Bronze award decals. We hope these will be proudly displayed at your workplace to celebrate your commitment to being an active, healthy, and socially responsible business through the promotion of bicycling.

If you would like to order additional Bicycle Friendly Business decals or other materials to promote your designation, please visit www.bikeleague.org/bfbstore.

Your Bronze award status will be promoted by the League for four years, after which time your designation must be renewed. You will be reminded via email prior to the Spring 2022 deadline. If, however, you make significant improvements within the four-year period and would like to apply for a higher designation sooner, we welcome your renewal application at any time.

Once again, congratulations on your leadership in creating a Bicycle Friendly Business!

Sincerely,

Amelia Neptune
Director, Bicycle Friendly America
League of American Bicyclists
P: 202-621-5457
amelia@bikeleague.org

Enclosures:
BFB award certificate
Two Bronze BFB award decals
Dero Pocket Guide to Bike Parking
BICYCLE FRIENDLY BUSINESS

BRONZE

THE LEAGUE
OF AMERICAN BICYCLISTS
THE LEAGUE
OF AMERICAN BICYCLISTS
since 1880

is pleased to designate

Jordan River Commission
as a

BICYCLE FRIENDLY BUSINESS

in recognition of your outstanding efforts to support and encourage bicycling

2018 - 2022 » BRONZE
Join the Jordan River Commission as a UCC/AmeriCorps Member

Job Opening: Volunteer & Outreach Coordinator
900 Hour Position

The Jordan River Commission (JRC) is seeking an energetic, motivated and engaging individual to assist with our mission to improve and engage the communities surrounding the 50-mile Jordan River Parkway in the Salt Lake, Davis and Utah County metropolitan area. The position is an individual placement AmeriCorps Member position through the Utah Conservation Corps (UCC) – www.usu/edu/ucc/. The individual must complete 900 hours of service, approximately 30-35 hours per week over a six month period ending in late October or November, 2018. The JRC is accepting applications until the position is filled, and will interview candidates and hire for the position starting in early May. Job duties will begin as soon as possible following acceptance.

More information about the mission, organization and areas of focus for the JRC can be found on our website at: http://jordanrivercommission.com/about/.

This unique 900 hour position will give you the opportunity to:

- Participate and lead environmental education and outreach efforts
- Mobilize and organize community volunteers
- Organize and manage events related to environmental stewardship and sustainability
- Participate in hands-on environmental conservation efforts

**Responsibilities:**

- Manage the JRC’s Teaching Tool Kit program
- Lead student field trips to Jordan River in partnership with community education partners
- Host informational tables at community events
- Assist with environmental education project development
- Assist with planning and co-hosting annual events such as the Get Into The River Festival, Golden Spoke, etc.
- Help plan professional technical training workshops as part of the JRC’s Riverfront Communities Training Series
- Assist with maintaining the Jordan River Commission website and social media
- Develop 2 - 3 quarterly email newsletters
- Assist with developing the JRC’s annual report
- Help manage unpaid student interns
- Help promote and expand our digital field guide MyJordanRiver.org
- Promote, manage and lead the JRC’s volunteer program
- Promote, manage and lead restoration work completed by Dedicated Hunter volunteers
- Assist with restoration project development
- Organize and supervise general field work at ongoing restoration sites
- Coordinate efforts with other land managers along the Jordan River corridor
- Help develop a monitoring protocol for inventorying and tracking the presence of puncturevine weeds, and the effectiveness of biocontrol and other management methods along the Jordan River Parkway Trail
- Assist with planning and hosting the annual "Puncturevine Release Party"
Qualifications:

- Enthusiastic, outgoing, motivated individual with the ability to work independently
- Comfortable speaking publicly and working with large groups including youth
- Ability to learn quickly and share skills and knowledge with diverse populations
- US Citizen or Permanent Resident
- At least age 18 by start of placement term
- Minimum high school diploma or equivalent
- Must undergo and pass a National Criminal History check
- Able to commit to serving an AmeriCorps State/National term
- Willing to work occasional evening and weekend events

Benefits:

- Semi-monthly living allowance for a total of 900 hours (6 months) of service totaling $6,686.
- $2,907.50 education award upon completion of service (to repay qualified student loans or use for education expenses)
- Federal student loan forbearance, workers compensation, development training, certifications and childcare (for qualified members) available.
- Work tools, supplies, desk, and computer are provided.
- Transit pass for commuting to and from work (and personal use) is available at no cost, if desired.
- Optional: Utah Environmental Education Certification
- A company vehicle is available for transporting equipment to and from work sites, volunteer activities and events. A valid driver’s license is required. Use of a personal vehicle may be beneficial, but not required, for convenience with some activities and events. Use of a personal vehicle for JRC related activity will be reimbursed at the federal IRS mileage rate.

Ongoing training and mentoring will be available and Corps Members will work closely alongside the permanent JRC staff. The JRC works in many different areas that could offer training and learning opportunities for Corps Members according to their individual interests and career goals. We will work to foster and provide opportunities for exploration, learning and personal growth.

To Apply:

Please email cover letter, resume, and 2 to 3 writing samples, all in a single PDF document, to Soren Simonsen, Executive Director, at sorensimonsen@utah.gov.