



GRAND COUNTY COMMISSION REGULAR MEETING

Held virtually on Zoom
Moab, Utah

See below for instructions to give public comment via Zoom

Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317

Link: <https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09>

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

<https://www.youtube.com/c/GrandCountyUtahGovernment>

AGENDA Tuesday, February 2, 2021

2:00 p.m. Workshop on Grand County Land Use Code Training

4:00 p.m. Municipal Building Authority Meeting (see separate agenda)

4:05 p.m.

- Call to Order**
- Citizens to Be Heard** (and again at approximately 6:00 pm)
We are receiving public comments by phone and online through Zoom.
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Link: <https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09>
Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.
(*Unmute for public comment: *6*)
- Approval of Minutes** (Quinn Hall, Clerk/Auditor)
 - A. January 15, 2021 (New Commissioner Orientation)
 - B. January 19, 2021 (Regular County Commission Meeting)
- Ratification of Payment of Bills**
- Commission Member Disclosures**
- General Commission Reports and Future Considerations**
- Elected Official Reports**
- Commission Administrator Report**
- Department Reports**
 - C. Economic Development Department report (Elaine Gizler, Economic Development Director)
- Presentations**
 - D. Presentation on Utah Indigent Defense grants (Joanna Landau, Utah Indigent Defense Commission Director and Adam Trupp, Utah Indigent Defense Commission Assistant Director)
 - E. Presentation on Thompson Springs Town Hall planning efforts (Chief Marcum, Thompson Springs Special Service Fire District)
- General Business- Action Items- Discussion and Consideration of:**
 - F. Approving amendment and extension of Public Defender Agreement (Chris Baird, Commission Administrator)
 - G. Approving volunteer appointments to the Economic Diversification Advisory Council (Chris Baird, Commission Administrator and Elaine Gizler, Economic Development Director)

- H. Approving budget amendment for Fund 23 (Travel Council) (Chris Baird, Commission Administrator/Budget Officer and Commissioner Walker)
- I. Approving volunteer appointment to the Public Health Board (midterm vacancy) (Vice-Chair Woytek)
- J. Approving additional 2021 assignments of County Commission Representatives / Liaisons to District and County Boards, Commissions and Committees and other agencies (Chair McGann)
 - o Grand County Economic Diversification Advisory Council
 - o Utah Association of Counties Board of Directors
- K. Adopting Ordinance approving vacation of the portion of Seven Mile Flat Road #1940, a County D Road, located through real property known as Parcel Nos. 04-0020-0088 and 04-Xst-0067 (Christina Sloan, County Attorney and Bill Jackson, Road Supervisor)
- L. Approving Right of Way Agreements with the Bureau of Land Management for Moon Ridge Road #209 UTU -96371and Steer Ridge Road # 211 UTU -94847 (Glen Arthur, Assistant Road Supervisor)
- M. Pre-approving Enterprise lease schedules (Cody E. McKinney, Fleet Manager and Chris Baird, Commission Administrator)
- N. Approving Independent Contractor Agreement with EFG Consulting, LLC for Internal Auditor Annual Services (Cody Deeter, EFG Consulting and Chair McGann)
- O. Approving reorganizing the Old Spanish Trail Arena (OSTA) Business Coordinator (Grade 7) to the OSTA Administrative Assistant (Grade 5), and approving recruitment and hiring (Renee Baker, Personnel Services Director and Angie Book, OSTA Director)
- P. Approving clarification and temporary restructuring of Budget Advisory Board Member term expirations (Chris Baird, Commission Administrator)
- Q. Adopting Resolution approving Puesta del Sol Phase XII final plat for real property known as Parcel No. 02-0015-0001 (Mila Dunbar-Irwin, Planning & Zoning Director)
- R. Approving Independent Contractor Agreement between Housing Authority of Southeastern Utah (HASU) and Grand County for administration of the High Density Housing Overlay (HDHO) program (Mila Dunbar-Irwin, Planning & Zoning Director)
- S. Approving letter to vehicle manufacturers requesting responsible advertising (Chair McGann)
- T. Approving Statement of Opposition to House Bills 82 (accessory dwelling units), 98 (building and planning review and inspections), 195 (vehicle registration) and Senate Bills 44 (payment in lieu of taxes funds) and 61 (electronic billboards) and Support to House Bill 247 (TRT Reform) (Christina Sloan, County Attorney and Chair McGann)
- U. Approving execution of Access Easement Agreement for 540 E 100 N, Moab UT (Chris Baird, Commission Administrator)
- V. Approving Independent Contractor Agreement for redistricting consultant services (Commissioner Walker)
- Consent Agenda- Action Items**
- W. Ratifying the Chair's signature on a contract with Streetlight Data Inc. for Utah State University project to monitor trail usage in Grand County
- Discussion Items**
- X. Legislative Update (Christina Sloan, County Attorney)
- Y. Discussion on encouraging better cooperation between Grand County, San Juan County, and Moab City for planning decisions which affect greater Spanish Valley (Commissioner Walker and Chair McGann)

Z. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)

Public Hearings- Possible Action Items

AA. Public Hearing to receive input from the public regarding the mental health and substance use disorder treatment needs in Grand County, with such input from citizens, clients and families to be used in planning services and in decision making during this next fiscal year (Karen Dolan, Executive Director, Four Corners Community Behavioral Health)

Closed Session(s) (if necessary)

Adjourn

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

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

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

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



**GRAND COUNTY
COMMISSION SPECIAL MEETING
ELECTED OFFICIALS ORIENTATION**

**Grand County Commission Chambers
Held virtually on Zoom
Moab, Utah**

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

**MINUTES
15 January, 2021**

The Grand County Commission met in a special meeting on 15 January, 2021. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Commissioners in attendance were Mary McGann, Kevin Walker, Sarah Stock, Jacques Hadler, Gabriel Woytek, and Trish Hedin. Also present were County Commission Administrator Chris Baird, Associate County Commission Administrator Mallory Nassau, County Attorney Christina Sloan, Personnel Services Department Head Renee Baker, and Clerk/Auditor Quinn Hall.

1:00 pm

Chair McGann called the meeting to order at 1:04 pm.

A. Grand County Form of Government

Chris discussed the amended form of government – explaining the changes and title change. Noted several sections of code changes that were updated. Commissioners have legislative and executive authority. Duties not specified as pertaining to other elected officials fall to the commission. Chris discussed the difference between legislative and executive.

B. Policies and Procedures of the Governing Body

i. Parliamentary Procedures

Chris discussed the duties of the commission and various responsibilities. County letterhead is only for speaking as a majority. A commissioner should be aware when speaking publicly of the delineation between personal opinions and commission opinions. Chris discussed Government Records Access and Management Act (GRAMA) rules and open meeting standards. Chris discussed broad email and electronic communications policies.

C. Commission's role on Boards and Committees

Chris discussed the commission's role in the Municipal Building Authority (MBA) and Board of Equalization (BOE). Different boards have different commitments and roles for commissioners. Commissioners that want to direct staff need approval of the commission. Commissioners unable to attend certain boards should coordinate changes – board appointments are not set in stone.

Chris discussed committees and the approval process.

Chris discussed Special Service District Boards and the requirements of serving. The County does not have the authority to direct the operation of a Special Service Districts.

Chris discussed the duties of the Commission Chair and other members of the Commission; procedure, voting, signing of documents, etc.

Chris discussed the role of the Commission Administrator(s) with regard to meetings and administrative duties.

D. Commission Meetings

i. Meetings types: regular, special (workshops and joint meetings), and emergency council meetings

Chris described the difference between regularly scheduled, meetings, special meetings, and emergency meetings and the typical schedule and format the meetings follow.

ii. Meeting location: held in the County Commission Chambers unless otherwise noticed. Virtually on Zoom during Local State of Emergency

iii. Timelines and Deadlines

Deadline for inclusion in the meeting packet is typically 5:00 pm the Wednesday before the meeting. Commission members should request changes to the draft agenda within 24 hrs. Chris discussed typical closed-session items. Chris discussed posting deadlines.

iv. Agenda Summaries and Supporting Documents

Chris discussed legal review and other deadlines with regards to the commission meetings. Discussion of Consent Agenda items. The chair approves the agenda and the consent agenda. Chris described the voting process – noting votes needed to pass, conflicts of interest, tie votes, etc. Any act requires at least 4 votes to pass. If a motion receives no second the motion fails. Discussion generally should not happen until a motion has been made and seconded. Chris discussed all the different types of motions available to the Commission.

Chris discussed typical passing of ordinances and resolutions. Ordinances are not in effect until 15 days after passing.

E. Open and Public Meeting Act

Anytime elected officials gather or meet to discuss public affairs. Commissions that meet by chance should not discuss public affairs. Closed sessions are typically used to discuss personal competence, pending litigation, or real estate transactions.

F. Government Records Access Management Act (GRAMA)

Generally the public can request any communications created or pertaining to government proceedings. Requests that are denied can be appealed to Chris and then to the State.

G. County-wide Policies and Procedures

Chris discussed various policies; purchasing, personnel, etc.

H. Employee Handbook

Chris discussed the handbook – several updates have been made. Ordinances need to be codified and updated.

Renee discussed employee policy and standards. Commissioners should not endorse employees. Commissioners are encouraged to share job postings – but interviews should be treated as a closed session. Workers Compensation claims will be discussed by the action review committee. The commission serves as the final appeal board for disputes. Renee discussed ethics and conflicts of interest.

- i. Conflicts of Interest/Ethics and Audit Committee

J. Financial

- i. Budgeting

Chris discussed budget advisory board membership and participation on the board. The tentative budget is approved in November and then the final budget is passed in December. Chris discussed mid-year budget amendments and different funds and the anticipated uses.

- ii. Approval of Bills

Bills are reviewed and approved via ratification. Generally one Commissioner should substantively review the bills and make the motion to approve payment.

- iii. Per Diem, Credit Cards, and Reimbursement
- iv. Checking out a County Car

K. Other Orientation Topics

Chris ended the meeting at 3:45.

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk / Auditor



GRAND COUNTY COMMISSION SPECIAL MEETING

Grand County Commission Chambers
Held virtually on Zoom
Moab, Utah

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

MINUTES 19 JANUARY 2021

The Grand County Commission met in a regular meeting on 19 January 2021. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Commissioners in attendance were Mary McGann, Evan Clapper, Gabriel Woytek, Kevin Walker, Trish Hedin, Jacques Hadler, and Sarah Stock. Also present were County Commission Administrator Chris Baird, Associate County Commission Administrator Mallory Nassau, and Clerk/Auditor Quinn Hall.

4:01 p.m. Thompson Springs Special Service District Meeting (see separate agenda/minutes)

Call to Order – Chair McGann called the meeting to order at 4:12 pm.

Presentations

- A. Presentation and update from Southeastern Utah Health Department (SEUHD) on COVID-19 and vaccination efforts in Grand County (Brady Bradford, SEUHD Health Director)

Braden discussed the positive rate of COVID-19 in the County. Contact Tracing may be moving to the State in the future. They've received 1080 vaccines so far. Eligible healthcare workers and teachers are in the process of being vaccinated. Governor Cox has asked that vaccines be given within 7 days of distribution. Other groups will be evaluated and vaccines will be given according to priority. Slots open up on Wednesdays. General policy is for anyone with an appointment will be vaccinated.

Gabriel noted staff and residents of the Canyonlands Care Center had no adverse reactions to the vaccine.

Brady noted there have been no major reactions to the vaccine in the County. The State has had a few reactions – but they're in line with general populations and generally expected. Brady noted that occasionally people that had COVID before could experience COVID-like symptoms after receiving the vaccine. Most report minor soreness at the injection point but little more.

Mary asked about the potential for events for the fall season, and Brady expressed optimism that most of the County could have the first round of vaccination by the end of May.

Citizens to Be Heard (none at this time)

Approval of Minutes (Quinn Hall, Clerk/Auditor)

- B. January 5, 2021 (Regular County Commission Meeting)

Motion by Jacques Hadler to approve the minutes from January 5th, 2021.

Motion seconded Trish Hedin

Discussion

Motion passes 7-0

Ratification of Payment of Bills

Motion by Gabriel Woytek to approve and ratify payment of bills on January 19th, 2021 in the amount of \$549,216.00 and payroll in the amount of \$235,285.29 for a combined total of \$784,502.13.

Motion seconded Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Gabriel Woytek

- Attended Canyonlands Healthcare Special Services District (CHSSD) meeting
- Most staff and residents were able to be vaccinated

Evan Clapper

- Met with Emergency Medical Services (EMS) – building permit pending approval
- New parking lot spans 2 parcels and will require an easement
- 86% of EMS staff has received vaccination

Kevin Walker

- Attended a meeting with BLM staff regarding Sand Flats Recreation area

Sarah Stock

- Nothing to report at this time

Trish Hedin

- Attended Thompson Springs Special Service Water Board District meeting
- The area needs some cleaning up
- More spring development needed
- Attended a Library Board meeting and they've added mobile hotspots for the community

Jacques Hadler

- Attended a meeting with Trail Mix – elected officers and discussed new Klondike Bluffs campground
- Attended Motorized Trail Meeting – discussed a potential lower Gemini Bridges trailhead
- Attended Old Spanish Trail Arena (OSTA) meeting – they need a dog park in the area
- Met with staff from Museum of Moab

Mary McGann

- Attended a housing task force meeting
- There are some open vouchers available for housing
- Wingate has more homes coming on-line
- Attended Travel Council meeting – presentation on sustainable tourism

- Working with Travel Council to get contacts with major auto manufacturers to discuss trail etiquette
- Working on getting some Pickle Ball courts
- Attended homeless coordinating meeting
- Had an onsite visit to Creekside
- Uranium Mill Tailings Remedial Action (UMTRA) planning meeting - developing a plan for the end of the project
- Attended Thompson Springs tour
- Utah State University has local openings

Elected Official Reports

Commission Administrator Report

Chris Baird noted Angie Book is the new OSTA administrator. Met with groups about the potential Dalton Wells Campground. Special events are still somewhat up in the air and COVID mitigation policies need to be followed closely.

Mallory discussed the Community Impact Board (CIB) list that will be ready for submission soon.

Department Reports (none at this time)

General Business- Action Items- Discussion and Consideration of:

- C. Adopting ordinance approving Creekside Estates Planned Unit Development and associated Master Plan for Phase II (Tract A), Creekside Estates (Mila Dunbar-Irwin, Planning & Zoning Director)

Presentation

Mila discussed the development noting the public comment period, density, and road issues. Noted the large lot is not further divisible. All lots are subject to the same setbacks as Phase 1. Mila noted that PUD's operate within the limits of the master plan with the plats. Any larger changes – density, road layouts, etc. would require commission approval.

Motion by Evan Clapper to approve the proposed Ordinance amending the Creekside Estates Planned Unit development to create a master plan for Phase II allowing minimum lot sizes on Tract A of 0.37 acres.

Motion seconded by Jacques Hadler

Discussion

Trish noted the importance of rural residential zoning and opposition of the zoning change by current residents. Noted this will likely not provide any affordable housing. The open space/buffer only benefits the developer/owner – not the public. Noted smaller lots in the area are not desirable by the neighbors. Noted this does increase density. Noted the land is not truly “agricultural.”

Mary asked about PUDs (planned unit developments). Mila note the PUD has been in effect for several years. Noted there is no requirement for affordable housing associated with this.

Sarah noted the owner has the rights to divide the land – but the discussion is about the layout. The proposal is not an outlier with regard to the rest of the County. Noted the importance of clustering. Discussed the potential of gardening/agriculture in the area. Expressed support.

Kevin Walker discussed the consideration of the neighbors in the area. Noted the ability to place 6 homes on the land. Noted clustering could be compatible with a rural character. Discussed the need for consistency in commission decisions. Noted the owner is asking only for flexibility in home placement.

Evan Clapper discussed the definition of affordable income and noted the lack of not just cheap housing, but any housing at all. Noted the PUD has existed in Grand County Land Use Code (LUC) for some time. Noted the roads would remain private. Noted staff support for the project. Expressed support.

Jacques thanked everyone that wrote letters to the commission. Suggested there was nothing at odds with LUC or the planning commission recommendation.

Gabriel Woytek noted he'd been to the site and saw no concerns. Suggested it seems to fit well with existing homes in the area. Expressed support.

Trish noted the buffer set aside has not been delineated or deed restricted as agricultural. Noted the rural residential lot size of 1 acre, and that current residents are against it.

Mary noted the potential of the owner to do the exact same thing – but create longer, narrower lots, detracting from the potential rural feel of the area. Mary suggested Evan include stronger wording in a substitute motion – a note on the master plan to limit further development.

Motion by Kevin Walker to amend the motion to apply a note to the master plan to include language similar to prior and similar resolutions limiting further development and to direct staff to include such notes and language on the final plat.

Seconded by Jacques Hadler.

Amendment passes 6-1 Hedin opposed

Evan asked if the setbacks would be the same – they would.

Kevin noted support is not based on the creation of affordable housing, but on what is allowed in land use code.

Amended Motion passes 6-1, Hedin opposed

D. Approving Executive Order adopting COVID-19 Sick Leave during the 2021 Pandemic Period (Renee Baker, Personnel Services Director)

Presentation

Renee noted the original order was passed through the end of 2020, but the pandemic didn't end. It's not federally required but could be reimbursable for 2021. Would expire at the end of the local emergency order.

Motion by Sarah Stock to approve the Executive Order dated January 19, 2021, adopting COVID-19 Sick Leave during the 2021 Pandemic Period.

Motion seconded Kevin Walker

Discussion

Evan noted that actually having COVID is pretty terrible. Employees should be able to stay home.

Motion passes 7-0.

- E. Approving Rules and Regulations and Minimum Standards for the Canyonlands Regional Airport
(Andy Solsvig, Airport Director)

Presentation

Andy described the minimum standards for the Canyonlands Regional Airport. They are minimum standards for business operating at the airport. Updates the standard for business, users, and tenants.

Evan asked about potential contentious issues. Andy noted they'd tried to take the best parts of past agreements and modified them with guidance and approval from the airport board. Andy noted the standards could be modified or changed at a future date.

Kevin asked about lease conditions at the airport. Andy noted that as airport owners the County can't impose restrictions in airspace regulated by the Federal Aviation Administration. Andy noted agreements must be fair to all tenants – language needs to be consistent with all users.

Gabriel noted the changes to "commission" from "council."

Sarah asked about spill cleanup. Andy noted owner/operators are responsible for spill cleanup, and companies are responsible for employee-caused spills.

Motion by Evan Clapper to adopt the proposed Ordinance approving the Rules and Regulations and Minimum Standards for the Canyonlands Regional Airport.

Motion seconded Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

- F. Approving additions to the 2020 Property Tax Abatements and Cancelations (Chris Kauffman, Treasurer)

Presentation

Chris discussed property tax the abatements and cancelations – noting the commission had approved earlier ones in October. This will capture all 2020 abatements and cancelations.

Sarah asked about real property cancellations – and the line "mortgage company didn't pay." Chris described the way mortgage companies pay property taxes for homes with loans/liens.

Motion by Kevin Walker to approve the additional 2020 property tax abatements and cancelations as presented.

Motion seconded Sarah Stock

Discussion (none at this time)

Motion passes 7-0

Citizens to be Heard (6:00 pm)

Marc Horowitz thanked Trish for her efforts. Noted his love of Sand Flats recreation area. Sand Flats recreation area is overwhelmed. The roads are often 50' wide and turns are banked up 8' into the air. The toll gate makes Sand Flats effectively a "toll road." When there are 50-100 ATV's at the gate residents are forced to wait. He spells recreation with a "w" now – "wreckreation." Suggested more law enforcement. Noted the destruction of the area.

Michael Skarda expressed disappointment about the passing of the small area plan with regard to the allowance of government buildings. Noted the development standards should be applied to all users – the government as well. Suggested the rules create discrimination.

Sarah Melnicoff expressed gratitude for Margret Hopkins and supports naming the school after her.

- G. Appointing a Commission representative to the Special Events Committee (Elaine Gizler, Economic Development Director)

Presentation

Elaine discussed the appointment, noting legal review. The Special Event Committee needs a commissioner. Gabriel Woytek volunteered.

Motion by Gabriel Woytek to appoint Gabriel Woytek as a commission representative to the Special Events Committee.

Motion seconded Trish Hedin

Discussion (none at this time)

Motion passes 7-0

- H. Approving amendment to 2021 assignments of County Commission Representatives / Liaisons to District and County Boards, Commissions and Committees and other agencies (Commission Chair)

Presentation

Mary noted the changes to boards.

Motion by Jacques Hadler to approve the amendment to the 2021 Commission assignments to replace Commissioner Hedin with Commissioner Hadler as the representative for the Recreation Board.

Motion seconded Trish Hedin

Discussion (none at this time)

Motion passes 7-0

- I. Adopting resolution amending the Economic Diversification Advisory Council By-Laws to clarify makeup and member qualifications (Chris Baird, Commission Administrator)

Presentation

Chris discussed the changes – noting the clarifications to prior commission actions. Chris noted the potential to add citizens and requirements. Mary noted the importance of adding someone from Moab City, and the importance of someone with experience in diversified economies. Mary suggested someone potentially from Utah State. Elaine suggested someone from Moab City as well – and potentially USU.

Motion by Kevin Walker adopt the proposed resolution amending the Grand County Economic Diversification Advisory Council Bylaws – as presented in the packet.

Motion seconded Jacques Hadler

Discussion

Sarah suggested a slot for a public sector member. Chris noted the makeup – 1 commissioner, 2 private citizens, 2 public sector positions. The Chamber of Commerce would likely fill one of the private sector positions.

Motion passes 7-0

J. Adopting resolution supporting the creation of the UtahRaptor State Park (Chair McGann)

Presentation

Mary discussed the potential State Park – noting the past action of the commission sending a letter of support, but noted a resolution would have more power. Mary noted last year the proposal made it through the house but not the senate – but there is greater likelihood of passing this year.

Motion by Evan Clapper to adopt the resolution supporting the creation of the UtahRaptor State Park.

Motion seconded by Sarah Stock

Discussion

Evan noted Governor support of State Parks

Motion passes 7-0

K. Approving Utah Association of Counties 2021 membership renewal (Chris Baird, Commission Administrator)

Presentation

Chris discussed UAC annual dues – noting the creation of a budget line for the expense, but not express approval.

Kevin noted the progress of UAC and the willingness to attempt to better work with Grand County.

Chris noted the potential help UAC offers to other offices/elected officials at the County.

Motion by Jacques Hadler to approve membership renewal in the Utah Association of Counties and approve payment of annual dues for 2021.

Motion seconded Kevin Walker

Discussion

Evan noted he struggles with the price – but noted there is value across the county in other offices. This is similar to past discussions.

Kevin noted the potential negative effect of non-membership on other elected officials.

Motion passes 6-1 Clapper opposed

- L. Approving correspondence from the Grand County Commission to U.S. Senator Mitt Romney (Commissioner Woytek)

Presentation

Gabriel discussed the letter to Senator Romney and offered his thanks for recent actions.

Motion by Gabriel Woytek to approve the correspondence from the Grand County Commission to U.S. Senator Mitt Romney

Motion seconded Kevin Walker

Discussion

Mary offered thanks and agreed.

Jacques discussed the events of January 6th, and noted thanks for Senator Romney and his commitment to the truth. Also thanked Senators Lee and Representative Curtis for supporting the election results.

Mary noted Senator Romney's time and efforts over the years have meant a lot.

Kevin suggested writing individual letters as well.

Evan commended Commissioner Woytek for his efforts.

Motion passes 7-0

- M. Approving letter to Grand County School Board in support of the new middle school being named in honor of former Superintendent Margaret Hopkin (Chair McGann and Commissioner Hedin)

Presentation

Mary noted she'd worked with Margaret Hopkin and expressed thanks and admiration.

Trish offered support and kind words for Margaret Hopkin, noting the love the community has for her.

Motion by Trish Hedin to approve the letter to the Grand County School District in support of naming the new Middle school after Superintendent Margaret Hopkin.

Motion seconded Sarah Stock

Discussion

Motion passes 7-0

- N. Approving Master Equity Lease Agreement with Enterprise Fleet Management, and Approving Schedules for 4 Ford F-350 trucks (Cody E. McKinney, Fleet Manager and Chris Baird, Commission Administrator)

Presentation

Kyle Claffey described the Enterprise Fleet Management Rental Agreement. Cody discussed other entities that have chosen to lease fleet vehicles. Paul Shurtleff discussed the turnover and fleet management options. Paul noted the savings to the County over time.

Evan asked about San Juan County – and the ability to take a leased vehicle off-road. Kyle responded that with the method suggested there are no wear and tear or conditions penalties. Cody noted the County is able to replace vehicles at their will. Most County vehicles are well-cared for. Cody noted there are several vehicles at the County that are over 10 years old and still functioning.

Evan asked about the add-ons for vehicles – work beds, lights, etc. Kyle said all vehicles will be turn-key and ready to go. The County will get exactly what they expect.

Paul noted all the costs and turn-over rates are calculated into the agreement from the beginning. There are no wear and tear penalties.

Cody discussed past lease issues noting this would help the County better deal with fleet vehicle management.

Chris discussed the replacement schedules and vehicles and cost comparisons with open market/purchase pricing.

Motion by Evan Clapper to approve the Master Equity Lease Agreement with Enterprise Fleet Management, and to approve schedules for 4 Ford Trucks discussed.

Motion seconded Kevin Walker

Discussion

Gabriel noted public perception of new vehicles could be negative if they don't understand it's saving the County money. Chris noted the key element is our purchasing power as a County. The overall cost of driving newer vehicles could actually be lower.

Motion passes 7-0

Motion by Mary McGann to Move item "Q" out of consent agenda to discuss now.

No objections

(Q) Approving resolution supporting the removal of Uranium Mill Tailings near the Colorado River in Moab, Utah (Chair McGann)

Mary discussed the resolution – this should get it to the Governor's desk.

Sarah noted the potential shortfall of requested funds – and suggested that more money may be needed to actually complete the project.

Mary noted the yearly budget increase – and the corresponding increase in tailings moved. Mary suggested possible completion by 2025. Noted the need to look at the end of the project. Kevin suggested increased spending equals increased work completed. Sarah discussed the discrepancies in funding and potential completion. Mary expressed support and noted the importance of the starting legislative session.

Motion by Sarah Stock to approve resolution supporting the removal of Uranium Mill Tailings near the Colorado River in Moab, Utah.

Motion seconded by Evan Clapper

Motion passes 7-0

Consent Agenda- Action Items

- O. Ratifying the Chair's signature on 2021 Cooperative Agreement with the National Children's Alliance for Children's Justice Center grant
- P. Approving the Dolores River Restoration Partnership Memorandum of Understanding (Tim Higgs, Weed Department Head)
- Q. ~~Approving resolution supporting the removal of Uranium Mill Tailings near the Colorado River in Moab, Utah (Chair McGann) (moved up in the schedule)~~
- R. Approving thank you letter to San Juan County Commission for Rally on the Rocks denial (Chair McGann)

Presentation

Motion by Evan Clapper to approve the Consent Agenda as presented.

Motion seconded by Trish Hedin

Discussion

Motion passes 7-0

Discussion Items

- S. Discussion on Grand County redistricting process (Commissioner Walker)

Kevin discussed the redistricting – noting it hasn't happened in Grand County for 30 years. The County should be aware of any existing or conflicting state boundaries. Districts should have equal populations. Redistricting – if done with improper intentions – can result in gerrymandering. When the state does the

districting they have more data available to them. If we produce a dozen potential maps that would give the County a chance to begin the discussion and eliminate biased maps.

New precincts should align with districts. Chris suggested the reason for districts is for diversification. Chris suggested drafting districts with a firm objective in mind.

Kevin suggested a future action item to engage consultants. Chris noted that purchasing policy would allow seeking three quotes for anything under \$10,000.00.

Evan suggested there are likely many companies that provide this service. Chris suggested seeking 3 different proposals from consultants.

T. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)

Mallory discussed the upcoming MBA meeting will be 2 February to review the easement for EMS building.

On 30 January there is the Arches Ultra Marathon scheduled.

13 Feb – Red Hot race.

Chris noted events are limited to 250 participants. Elaine said she has a call with all event sponsors to reiterate regulations and answer questions.

Public Hearings- Possible Action Items

U. Public Hearing to Solicit Input Regarding Vacation of the Portion of Seven Mile Flat Road #1940, a County D Road, Located Through Real Property Known as Parcel Nos. 04-0020- 0088 and 04-Xst-0067 (Bill Jackson, Road Supervisor)

Mary called for public comments – the public comment period will be open for written comments until Wednesday, January 27th at 5 pm.

Rick York (proponent) noted the County has not had an interest in the road. It follows a power line right of way. The County could vacate the road. The rest of the road is on Intrepid Potash Property.

Motion by Kevin Walker to enter closed session to discuss pending or possible litigation.

Motion seconded by Evan Clapper

Motion passes 7-0

Commission entered closed session at 7:47 pm.

Commission ended closed session at 8:00 pm.

Closed Session(s) (if necessary)

Adjourn

Chair McGann adjourned the meeting at 8:01 pm

ATTEST:

Mary McGann
Grand County Commission Chair

Quinn Hall
Grand County Clerk / Auditor

DRAFT

GRAND COUNTY BILLS TO BE APPROVED
02/02/2021

110857-110900	A/P Checks	1/22/2021	\$390,432.38
110901-110936	A/P Checks	1/29/2021	\$254,726.98
33488-33492	Payroll Transmittals	1/10/2021	\$30,321.85
12121101-12121102			
&12221101	Payroll Transmittals	1/10/2021	\$394,083.24

TOTAL BILLS	\$1,069,564.45
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33487			
11021101-11021284	12/28/2020-01/10/2021	1/15/2021	\$236,835.65

TOTAL PAYROLL	\$236,835.65
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TOTAL BILLS & PAYROLL	\$1,306,400.10
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110857 ARMSTRONG CONSULTANTS, LLC	\$24,172.60 AIRPORT EXPANSION PROJECT
110871 HUMANE SOCIETY OF MOAB VALLEY	\$12,000.00 COUNTY'S SHARE OF SPAY/NEUTER PROGRAM
110874 LOWER VALLEY FIRE SERVICES	\$11,000.00 2021 FIRE PROTECTION SERVICES
110893 UTAH STATE TREASURER	\$20,951.94 VARIES STATE FEES COLLECTED BY COUNTY
110900 HOGAN & ASSOCIATES CONSTRUCTION	\$264,924.60 EMS BUILDING CONSTRUCTION
110926 RED HILL STRATEGIC	\$40,000.00 GOV. RELATIONS, CONSULTING & LOBBYING
110932 UTAH LOCAL GOVERNMENT TRUST	\$181,595.03 COUNTY'S ANNUAL INSURANCE PREMMIUMS

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 110857-110900

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
ARMSTRONG CONSULTANTS, INC.							
110857	10855	ARMSTRONG CONSULTANTS, I	20-166393-05	AIRAIIP#3-49-0020-030-2017	1,513.00	1,513.00	01/22/2021
110857	10855	ARMSTRONG CONSULTANTS, I	20-206611-05	AIP # 3-49-0020-034-2020	22,659.60	22,659.60	01/22/2021
Total ARMSTRONG CONSULTANTS, INC.:					24,172.60	24,172.60	
BAIRD, MIKE							
110858	11145	BAIRD, MIKE	JAN 2021	PROFESSIONAL SERVICES LIB	600.00	600.00	01/22/2021
Total BAIRD, MIKE:					600.00	600.00	
CASELLE, INC.							
110859	12770	CASELLE, INC.	106822	CONTRACT SUPPORT & MAINT	1,736.00	1,736.00	01/22/2021
Total CASELLE, INC.:					1,736.00	1,736.00	
CHARM-TEX, INC.							
110860	34970	CHARM-TEX, INC.	0237673-IN	JAIL	138.60	138.60	01/22/2021
Total CHARM-TEX, INC.:					138.60	138.60	
COMPUTERWISE							
110861	35474	COMPUTERWISE	2686	LIBRARY	260.00	260.00	01/22/2021
Total COMPUTERWISE:					260.00	260.00	
DAVIS COUNTY GOVERNMENT							
110862	36700	DAVIS COUNTY GOVERNMENT	110670	JAN 2021 911 SHARED SYSTEM	823.51	823.51	01/22/2021
Total DAVIS COUNTY GOVERNMENT:					823.51	823.51	
DELIVERY CONCEPTS, INC.							
110863	34251	DELIVERY CONCEPTS, INC.	46167	GRAND CENTER	259.94	259.94	01/22/2021
Total DELIVERY CONCEPTS, INC.:					259.94	259.94	
DEMCO, INC.							
110864	14310	DEMCO, INC.	6891000	library	86.41	86.41	01/22/2021
Total DEMCO, INC.:					86.41	86.41	
DOMINION ENERGY							
110865	35579	DOMINION ENERGY	DEC 2020	Courthouse	2,390.93	2,390.93	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	MMAD 80%	110.41	110.41	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Road Shop	522.25	522.25	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Grand County Cemetery	77.06	77.06	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Grand Center/50% Civic	571.00	571.00	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Family Support Center	305.72	305.72	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Museum	259.64	259.64	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Star Hall	936.15	936.15	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Grand Center/50% Senior	571.00	571.00	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Grand Co. Trans	383.27	383.27	01/22/2021

Grand County

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Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
110865	35579	DOMINION ENERGY	DEC 2020	OSTA	550.90	550.90	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Weed	152.01	152.01	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	EOC	415.07	415.07	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Weed 20%	27.60	27.60	01/22/2021
110865	35579	DOMINION ENERGY	DEC 2020	Travel Council	174.73	174.73	01/22/2021
Total DOMINION ENERGY:					7,447.74	7,447.74	
FERRELLGAS							
110866	35707	FERRELLGAS	1114264424	THOMPSON SPRINGS FIRE DIS	593.81	593.81	01/22/2021
Total FERRELLGAS:					593.81	593.81	
FINDAWAY WORLD, LLC							
110867	31830	FINDAWAY WORLD, LLC	339341	LIBRARY	40.93	40.93	01/22/2021
Total FINDAWAY WORLD, LLC:					40.93	40.93	
FRANK VACCARO PLUMBING INC							
110868	30321	FRANK VACCARO PLUMBING I	60475	JAIL	498.79	498.79	01/22/2021
110868	30321	FRANK VACCARO PLUMBING I	60473	COURT HOUSE	225.00	225.00	01/22/2021
Total FRANK VACCARO PLUMBING INC:					723.79	723.79	
FRONTIER							
110869	15810	FRONTIER	JAN 2021	e911-435-196-1355	92.64	92.64	01/22/2021
110869	15810	FRONTIER	JAN 2021	e911-435-196-1354	92.64	92.64	01/22/2021
Total FRONTIER:					185.28	185.28	
GLOBALSTAR USA LLC							
110870	16140	GLOBALSTAR USA LLC	000000010466	EMERGENCY MANAGEMENT	59.61	59.61	01/22/2021
Total GLOBALSTAR USA LLC:					59.61	59.61	
HOGAN & ASSOCIATES CONSTRUCTION							
110900	35297	HOGAN & ASSOCIATES CONST	EMS 01	EMS 00.20.616	264,924.60	264,924.60	01/22/2021
Total HOGAN & ASSOCIATES CONSTRUCTION:					264,924.60	264,924.60	
HUMANE SOCIETY OF MOAB VALLEY							
110871	32924	HUMANE SOCIETY OF MOAB V	490	2021 SPAY/NEUTER PROGRAM	12,000.00	12,000.00	01/22/2021
Total HUMANE SOCIETY OF MOAB VALLEY:					12,000.00	12,000.00	
L.N. CURTIS & SONS							
110872	32698	L.N. CURTIS & SONS	INV454635	SHERIFF	110.00	110.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV454084	SHERIFF	110.00	110.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV456000	HAZELTON/CLOTHING	102.60	102.60	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV454090	SHERIFF	110.00	110.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV454037	SHERIFF	110.00	110.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV454107	SHERIFF	220.00	220.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV454068	SHERIFF	110.00	110.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV454139	SHERIFF	330.00	330.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV544072	SHERIFF	110.00	110.00	01/22/2021
110872	32698	L.N. CURTIS & SONS	INV454725	HAZELTON/CLOTHING	195.00	195.00	01/22/2021

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Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
		Total L.N. CURTIS & SONS:			1,507.60	1,507.60	
		LOVE COMMUNICATIONS					
110873	35394	LOVE COMMUNICATIONS	056092	MOAB TRAVEL COUNCIL	3,000.00	3,000.00	01/22/2021
110873	35394	LOVE COMMUNICATIONS	056009	MOAB TRAVEL COUNCIL	5,500.00	5,500.00	01/22/2021
		Total LOVE COMMUNICATIONS:			8,500.00	8,500.00	
		LOWER VALLEY FIRE					
110874	30889	LOWER VALLEY FIRE	828	2021 FIRE PROTECTION CONT	11,000.00	11,000.00	01/22/2021
		Total LOWER VALLEY FIRE:			11,000.00	11,000.00	
		MOAB CITY INC.					
110875	20755	MOAB CITY INC.	DEC 2020	Grand Center/Senior	214.40	214.40	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Star Hall	188.10	188.10	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	128 E 100 N	47.35	47.35	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Recycle 50%	32.91	32.91	01/15/2021
110875	20755	MOAB CITY INC.	DEC2020	city fines	2,469.29	2,469.29	01/22/2021
110875	20755	MOAB CITY INC.	DEC 2020	Sandflats Office	81.60	81.60	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Old Library	189.54	189.54	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Sprinkler System	37.50	37.50	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	MMAD40%	26.33	26.33	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Grand Center/Civic	214.41	214.41	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Museum	77.10	77.10	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Travel Council	100.57	100.57	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Weed 10%	6.58	6.58	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	New Library	169.07	169.07	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Courthouse	1,150.79	1,150.79	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	Family Support Center	116.76	116.76	01/15/2021
110875	20755	MOAB CITY INC.	DEC 2020	CEMETERY	104.79	104.79	01/15/2021
		Total MOAB CITY INC.:			5,227.09	5,227.09	
		MOAB FREE HEALTH CLINIC					
110876	34288	MOAB FREE HEALTH CLINIC	116	VISTA MEMBER 2020-2021	3,300.00	3,300.00	01/22/2021
110876	34288	MOAB FREE HEALTH CLINIC	114	VISTA MEMBER 2020-2021	3,300.00	3,300.00	01/22/2021
		Total MOAB FREE HEALTH CLINIC:			6,600.00	6,600.00	
		MOAB HEAT N COOL, LLC					
110877	30302	MOAB HEAT N COOL, LLC	022610-1	TRAVEL COUNCIL	92.60	92.60	01/22/2021
		Total MOAB HEAT N COOL, LLC:			92.60	92.60	
		MURAY, PAM					
110878	36390	MURAY, PAM	2379	RESTITUTION FROM WILLIAM Z	144.72	144.72	01/22/2021
		Total MURAY, PAM:			144.72	144.72	
		NELSONS HEATING & REFRIG					
110879	21720	NELSONS HEATING & REFRIG	31621	GRAND CENTER	140.50	140.50	01/22/2021
110879	21720	NELSONS HEATING & REFRIG	31576	GRAND CENTER	337.00	337.00	01/22/2021
		Total NELSONS HEATING & REFRIG:			477.50	477.50	

Grand County				Payment Approval Report Report dates: 1/18/2021-1/26/2021			Page: 4 Jan 26, 2021 08:55AM		
Last Check Number	Vendor	Vendor Name	Invoice Number	Description		Net Invoice Amount	Amount Paid	Date Paid	
OFFICE DEPOT, INC									
110881	22060	OFFICE DEPOT, INC	147093350001	extension		84.40	84.40	01/22/2021	
110881	22060	OFFICE DEPOT, INC	147612185001	LIBRARY		82.24	82.24	01/22/2021	
Total OFFICE DEPOT, INC:						166.64	166.64		
OFFICE ETC.									
110882	22070	OFFICE ETC.	470963	JUSTICE COURT		25.00	25.00	01/22/2021	
110882	22070	OFFICE ETC.	470963	SHERIFF		50.00	50.00	01/22/2021	
110882	22070	OFFICE ETC.	470963	ASSESSOR		25.00	25.00	01/22/2021	
110882	22070	OFFICE ETC.	470963	JAIL		50.00	50.00	01/22/2021	
110882	22070	OFFICE ETC.	470963	CLERK		25.00	25.00	01/22/2021	
Total OFFICE ETC.:						175.00	175.00		
OVERDRIVE, INC.									
110883	33832	OVERDRIVE, INC.	CD015062100	LIBRARY		472.50	472.50	01/22/2021	
110883	33832	OVERDRIVE, INC.	CD015621009	LIBRARY		472.50	472.50	01/22/2021	
Total OVERDRIVE, INC.:						945.00	945.00		
PETERS SCOFIELD									
110884	35654	PETERS SCOFIELD	3RD QUARTE	NON DEPARTMENT		6,716.51	6,716.51	01/22/2021	
Total PETERS SCOFIELD:						6,716.51	6,716.51		
PHONZ.COM									
110885	33451	PHONZ.COM	10987	XG 310FULLGUARD WITH ENH		2,795.95	2,795.95	01/22/2021	
Total PHONZ.COM:						2,795.95	2,795.95		
PIPE DREAM LLC									
110886	34947	PIPE DREAM LLC	3671	CJC		50.00	50.00	01/22/2021	
Total PIPE DREAM LLC:						50.00	50.00		
PURE COUNTRY WATER									
110887	36090	PURE COUNTRY WATER	128309	CEMETERY		16.00	16.00	01/22/2021	
110887	36090	PURE COUNTRY WATER	128311	ROAD		12.00	12.00	01/22/2021	
Total PURE COUNTRY WATER:						28.00	28.00		
REGEHR-JONES, DANIEL									
110888	36701	REGEHR-JONES, DANIEL	2378	REFUND CASE #181000166		500.00	500.00	01/22/2021	
Total REGEHR-JONES, DANIEL:						500.00	500.00		
STATE FIRE SALES & SERVICE									
110889	29764	STATE FIRE SALES & SERVICE	81111762	GRAND CENTER		147.50	147.50	01/22/2021	
Total STATE FIRE SALES & SERVICE:						147.50	147.50		
SUNPARKS INC									
110890	29892	SUNPARKS INC	12292020	TRAVEL COUNCIL		6,000.00	6,000.00	01/22/2021	
Total SUNPARKS INC:						6,000.00	6,000.00		

Grand County				Payment Approval Report Report dates: 1/18/2021-1/26/2021				Page: 5 Jan 26, 2021 08:55AM	
Last Check Number	Vendor	Vendor Name	Invoice Number	Description		Net Invoice Amount	Amount Paid	Date Paid	
TIMES INDEPENDENT									
110891	26580	TIMES INDEPENDENT	457-2021	TREASURER		36.00	36.00	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	MID-TERM VACANCY		172.13	172.13	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	ADOPTION OF ORDINANCE 618		29.75	29.75	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	GRANTS COORDINATOR/ACCO		89.25	89.25	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	ZONE HEARING		255.00	255.00	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	TECHNICAL INSPECTOR/UMTRA		80.75	80.75	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	ADOPTION OF ORDINANCE 619		31.88	31.88	01/22/2021	
110891	26580	TIMES INDEPENDENT	88-2021	CLERK		36.00	36.00	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	ROAD LABORER		80.75	80.75	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	COMMISSION MEETING SCHED		99.88	99.88	01/22/2021	
110891	26580	TIMES INDEPENDENT	2771-2021	RECORDER		36.00	36.00	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	ORDINANCE 597		76.50	76.50	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	ROAD VACATION		212.50	212.50	01/22/2021	
110891	26580	TIMES INDEPENDENT	28367	enTERPRISE ZONE AREA HEAR		42.50	42.50	01/22/2021	
Total TIMES INDEPENDENT:						1,278.89	1,278.89		
UNITED MINERALS, LLC									
110892	36702	UNITED MINERALS, LLC	5997	OVERPAYMENT FOR B.L. RED		100.00	100.00	01/22/2021	
Total UNITED MINERALS, LLC:						100.00	100.00		
UTAH STATE TREASURER									
110893	27740	UTAH STATE TREASURER	DEC 2020	90% SURCHARGE		3,187.42	3,187.42	01/22/2021	
110893	27740	UTAH STATE TREASURER	DEC 2020	MARRIAGE LICENSE		80.00	80.00	01/22/2021	
110893	27740	UTAH STATE TREASURER	DEC 2020	OFF-HIGHWAY VEHICLES		153.00	153.00	01/22/2021	
110893	27740	UTAH STATE TREASURER	DEC 2020	80%OF \$32 COURT SECURITY		12,045.23	12,045.23	01/22/2021	
110893	27740	UTAH STATE TREASURER	DEC 2020	35% surcharge		5,486.29	5,486.29	01/22/2021	
Total UTAH STATE TREASURER:						20,951.94	20,951.94		
UTAH STORIES, LLC									
110894	36421	UTAH STORIES, LLC	0007677	MOAB AREA TRAVEL COUNCIL		2,330.00	2,330.00	01/22/2021	
Total UTAH STORIES, LLC:						2,330.00	2,330.00		
WETCO INC.									
110895	33592	WETCO INC.	1246	AIRPORT		357.15	357.15	01/22/2021	
Total WETCO INC.:						357.15	357.15		
WF COMMUNICATIONS									
110896	28915	WF COMMUNICATIONS	250964	ROAD		75.00	75.00	01/22/2021	
Total WF COMMUNICATIONS:						75.00	75.00		
WILSON, BEN									
110897	36388	WILSON, BEN	2380	RESTITUTION FROM WILLIAM Z		5.44	5.44	01/22/2021	
Total WILSON, BEN:						5.44	5.44		
WILSON, GARY OR KATHY									
110898	36389	WILSON, GARY OR KATHY	2381	RESTITUTION FROM WILLIAM Z		149.84	149.84	01/22/2021	
Total WILSON, GARY OR KATHY:						149.84	149.84		

Grand County	Payment Approval Report Report dates: 1/18/2021-1/26/2021				Page: 6		
Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
XEROX CORPORATION							
110899	29100	XEROX CORPORATION	012300577	recorder	57.19	57.19	01/22/2021
Total XEROX CORPORATION:					57.19	57.19	
Grand Totals:					390,432.38	390,432.38	

Date: Jan 26th 2021

County Auditor: _____

Council Chairperson: _____

Council: _____

Council: _____

Check No. _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 110857-110900

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 110901-110936

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
AMAZON							
110902	10530	AMAZON	973645458397	LIBRARY/ADULT PROGRAM	252.72	252.72	01/29/2021
110902	10530	AMAZON	637438779337	LIBRARY/DYSON BALL ANIMAL	364.99	364.99	01/29/2021
110902	10530	AMAZON	449467336848	LIBRARY/BOOKS	5.60	5.60	01/29/2021
110902	10530	AMAZON	568338478445	LIBRARY/BOOKS	6.79	6.79	01/29/2021
110902	10530	AMAZON	734379889638	LIBRARY/BOOKS	12.88	12.88	01/29/2021
110902	10530	AMAZON	867568348763	LIBRARY/BOOKS	5.60	5.60	01/29/2021
110902	10530	AMAZON	859486977799	LIBRARY/BOOKS	25.91	25.91	01/29/2021
110902	10530	AMAZON	447784756647	LIBRARY/AUDIO-VIDEO	13.73	13.73	01/29/2021
110902	10530	AMAZON	568586885633	LIBRARY/BOOKS	73.50	73.50	01/29/2021
110902	10530	AMAZON	988398493765	ROAD/SCANSNAP	399.99	399.99	01/29/2021
110902	10530	AMAZON	439968465539	TRAILS/ERGONOMIC OFFICE C	179.99	179.99	01/29/2021
110902	10530	AMAZON	968898898889	TRAILS/ERGONOMIC OFFICE C	179.99	179.99	01/29/2021
110902	10530	AMAZON	473858835456	LIBRARY/BUILDING MAINTENA	51.90	51.90	01/29/2021
110902	10530	AMAZON	434597458579	LIBRARY/BOOKS	14.28	14.28	01/29/2021
110902	10530	AMAZON	458638473888	LIBRARY/BOOKS	12.35	12.35	01/29/2021
110902	10530	AMAZON	569344579374	LIBRARY/BOOKS	31.64	31.64	01/29/2021
110902	10530	AMAZON	749835637384	LIBRARY/BOOKS	13.41	13.41	01/29/2021
110902	10530	AMAZON	634445479757	LIBRARY/BOOKS	10.39	10.39	01/29/2021
110902	10530	AMAZON	838785837544	LIBRARY/BOOKS	20.47	20.47	01/29/2021
110902	10530	AMAZON	863385397733	LIBRARY/CHILDRENS BOOKS	13.81	13.81	01/29/2021
110902	10530	AMAZON	477967666577	LIBRARY/AUDIO-VIDEO	8.04	8.04	01/29/2021
110902	10530	AMAZON	456989849489	IT	15.99	15.99	01/29/2021
110902	10530	AMAZON	899995943444	CJC/ROOM DIVIDERS	21.99	21.99	01/29/2021
110902	10530	AMAZON	459545499375	OSTA	33.96	33.96	01/29/2021
110902	10530	AMAZON	677386666797	OSTA/AMBIENT WAETHER WIR	102.99	102.99	01/29/2021
110902	10530	AMAZON	654969654455	SANDFLATS/ANPVIZ 5MP 8 CHA	599.00	599.00	01/29/2021
110902	10530	AMAZON	645986449395	LIBRARY/ADULT PROGRAM	79.99	79.99	01/29/2021
110902	10530	AMAZON	439764955773	LIBRARY/BOOKS	8.29	8.29	01/29/2021
110902	10530	AMAZON	487758358876	LIBRARY/BOOKS	24.60	24.60	01/29/2021
110902	10530	AMAZON	445984565744	LIBRARY/BOOKS	5.99	5.99	01/29/2021
110902	10530	AMAZON	1JHY-1J4Q-4V	ROAD/BOOTS MIKE	199.95	199.95	01/29/2021
110902	10530	AMAZON	14KL-HRPN-Y	ROAD/BOOTS DEREK	114.99	114.99	01/29/2021
110902	10530	AMAZON	14MN-JKJP-4N	ROAD/BOOTS GLEN	171.24-	171.24-	01/29/2021
110902	10530	AMAZON	1JHY-1J4Q-4V	ROAD/BOOTS GLEN	171.24	171.24	01/29/2021
110902	10530	AMAZON	496834933664	LIBRARY/BOOKS	16.99	16.99	01/29/2021
110902	10530	AMAZON	687353457456	LIBRARY/BOOKS	18.51	18.51	01/29/2021
110902	10530	AMAZON	857645795939	LIBRARY/BOOKS	26.59	26.59	01/29/2021
110902	10530	AMAZON	887885934464	LIBRARY/BOOKS	17.38	17.38	01/29/2021
110902	10530	AMAZON	579684648359	LIBRARY/AUDIO-VIDEO	17.89	17.89	01/29/2021
110902	10530	AMAZON	958996547686	LIBRARY/CHILDRENS BOOKS	19.67	19.67	01/29/2021
110902	10530	AMAZON	868697997694	LIBRARY/AUDIO-VIDEO	27.47	27.47	01/29/2021
110902	10530	AMAZON	488353935384	OSTA	79.18	79.18	01/29/2021
110902	10530	AMAZON	487963957543	TRAILS/SKY SOLUTIONS ANTI F	79.98	79.98	01/29/2021
110902	10530	AMAZON	583447539753	AIRPORT/PRIME WIRE & CABLE	109.51	109.51	01/29/2021
110902	10530	AMAZON	853353474555	LIBRARY/ADULT PROGRAM	38.85	38.85	01/29/2021
Total AMAZON:					3,357.74	3,357.74	

APPLIANCE REPAIR SERVICE

110903 32882 APPLIANCE REPAIR SERVICE 112013 COURTHOUSE 914.17 914.17 01/29/2021

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		Total APPLIANCE REPAIR SERVICE:			914.17	914.17	
		ARMSTRONG CONSULTANTS, INC.					
110904	10855	ARMSTRONG CONSULTANTS, I	20-206611-06	AIP # 3-49-0020-034-2020	9,258.00	9,258.00	01/29/2021
		Total ARMSTRONG CONSULTANTS, INC.:			9,258.00	9,258.00	
		BOOK, ANGELA					
110905	35972	BOOK, ANGELA	01192021	MILEAGE	119.73	119.73	01/29/2021
110905	35972	BOOK, ANGELA	01192021	PER DIEM	173.00	173.00	01/29/2021
		Total BOOK, ANGELA:			292.73	292.73	
		CANYONLANDS NATURAL HISTORY					
110906	12560	CANYONLANDS NATURAL HIST	886	TRAVEL COUNCIL	523.40	523.40	01/29/2021
		Total CANYONLANDS NATURAL HISTORY:			523.40	523.40	
		CENTURYLINK					
110908	33538	CENTURYLINK	5107XQC2S3-	911 WIRELESS	795.48	795.48	01/29/2021
110908	33538	CENTURYLINK	JAN 2021	911 WIRELESS	1,955.88	1,955.88	01/29/2021
		Total CENTURYLINK:			2,751.36	2,751.36	
		DAVIS, AUBREY					
110909	33935	DAVIS, AUBREY	01182021	MILEAGE	325.92	325.92	01/29/2021
		Total DAVIS, AUBREY:			325.92	325.92	
		FRONTIER					
110910	15815	FRONTIER	01-2021	CANYONLANDS USA	138.99	138.99	01/29/2021
110910	15815	FRONTIER	01-2021	STARHALL	66.89	66.89	01/29/2021
		Total FRONTIER:			205.88	205.88	
		GALE GROUP, THE					
110911	15875	GALE GROUP, THE	72820715	LIBRARY	51.73	51.73	01/29/2021
		Total GALE GROUP, THE:			51.73	51.73	
		GRAINGER					
110912	16310	GRAINGER	9766848817	AIRPORT	253.67	253.67	01/29/2021
110912	16310	GRAINGER	9771022051	AIRPORT	21.10	21.10	01/29/2021
110912	16310	GRAINGER	9768675655	AIRPORT	50.96	50.96	01/29/2021
		Total GRAINGER:			325.73	325.73	
		HIGGS, VESTA					
110913	34171	HIGGS, VESTA	01282021	REIMBURSEMENT	19.58	19.58	01/29/2021
		Total HIGGS, VESTA:			19.58	19.58	
		HOLY WRENCHES LLC					
110914	36609	HOLY WRENCHES LLC	1634	ROAD	31.95	31.95	01/29/2021
		Total HOLY WRENCHES LLC:			31.95	31.95	

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Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
HONOUR, JOSHUA C.							
110915	34409	HONOUR, JOSHUA C.	01282021	CLOTHING REIMBURSEMENT	146.13	146.13	01/29/2021
Total HONOUR, JOSHUA C.:					146.13	146.13	
MIDWEST TAPE							
110916	35719	MIDWEST TAPE	99600844	LIBRARY	27.59	27.59	01/29/2021
Total MIDWEST TAPE:					27.59	27.59	
MOAB HEAT N COOL, LLC							
110917	30302	MOAB HEAT N COOL, LLC	022719-1	COURTHOUSE	289.05	289.05	01/29/2021
110917	30302	MOAB HEAT N COOL, LLC	022718-1	STARHALL	167.04	167.04	01/29/2021
Total MOAB HEAT N COOL, LLC:					456.09	456.09	
MOSHER, TONY							
110918	32979	MOSHER, TONY	01272021	BOOT ALLOWANCE	126.10	126.10	01/29/2021
Total MOSHER, TONY:					126.10	126.10	
NATIONS TOWING							
110919	21575	NATIONS TOWING	28413	GRAND CENTER	150.00	150.00	01/29/2021
Total NATIONS TOWING:					150.00	150.00	
NICHOLAS AND COMPANY							
110920	21780	NICHOLAS AND COMPANY	7447478	JAIL	1,287.12	1,287.12	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7460618	JAIL	1,288.76	1,288.76	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7440824	JAIL	190.77	190.77	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7454018	JAIL	160.83	160.83	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7440824	JAIL	1,550.92	1,550.92	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7447478	JAIL	170.94	170.94	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7460618	JAIL	203.19	203.19	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7440824	JAIL	57.42	57.42	01/29/2021
110920	21780	NICHOLAS AND COMPANY	7454018	JAIL	1,569.41	1,569.41	01/29/2021
Total NICHOLAS AND COMPANY:					6,479.36	6,479.36	
OFFICE DEPOT, INC							
110921	22060	OFFICE DEPOT, INC	144849760001	AIRPORT	119.99	119.99	01/29/2021
Total OFFICE DEPOT, INC:					119.99	119.99	
OVERDRIVE, INC.							
110922	33832	OVERDRIVE, INC.	01506CO2102	LIBRARY	128.47	128.47	01/29/2021
Total OVERDRIVE, INC.:					128.47	128.47	
PITNEY BOWES, INC							
110923	22875	PITNEY BOWES, INC	01122021	LIBRARY POSTAGE METER/SE	2.11	2.11	01/29/2021
Total PITNEY BOWES, INC:					2.11	2.11	
PURE COUNTRY WATER							
110924	36090	PURE COUNTRY WATER	519364	ROAD	8.48	8.48	01/29/2021

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		Total PURE COUNTRY WATER:			8.48	8.48				
		QUILL CORPORATION								
110925	32271	QUILL CORPORATION	13866581	LIBRARY	156.57	156.57	01/29/2021			
		Total QUILL CORPORATION:			156.57	156.57				
		RED HILL STRATEGIC								
110926	36703	RED HILL STRATEGIC	2020100087	GRAND COUNTY COUNCIL	40,000.00	40,000.00	01/29/2021			
		Total RED HILL STRATEGIC:			40,000.00	40,000.00				
		RIVER CANYON WIRELESS								
110927	33676	RIVER CANYON WIRELESS	36736	SANDFLATS	45.99	45.99	01/29/2021			
		Total RIVER CANYON WIRELESS:			45.99	45.99				
		ROCKY MOUNTAIN BEHAVIORAL CONSULTANTS								
110928	36015	ROCKY MOUNTAIN BEHAVIORA	DEC 2020	HAZLETON	300.00	300.00	01/29/2021			
		Total ROCKY MOUNTAIN BEHAVIORAL CONSULTANTS:			300.00	300.00				
		ROCKY MOUNTAIN POWER								
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	Grand Center/Senior	348.48	348.48	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	Maintanence shop	105.67	105.67	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	Grand Center/Civic	348.47	348.47	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	LIBRARY NEW LOCATION	1,623.01	1,623.01	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	Thompson Fire House	95.07	95.07	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	CHILDREN'S JUSTICE CENTER	87.54	87.54	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	Travel Council	145.80	145.80	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	FAMILY SUPPORT CENTER	131.32	131.32	01/29/2021			
110929	27655	ROCKY MOUNTAIN POWER	JAN-2020	Star Hall	245.49	245.49	01/29/2021			
		Total ROCKY MOUNTAIN POWER:			3,130.85	3,130.85				
		THE DATA CENTER								
110930	32155	THE DATA CENTER	53432	ASSESSOR	1,008.15	1,008.15	01/29/2021			
		Total THE DATA CENTER:			1,008.15	1,008.15				
		UTAH EDUCATION NETWORK								
110931	31860	UTAH EDUCATION NETWORK	21-0199	LIBRARY	525.30	525.30	01/29/2021			
		Total UTAH EDUCATION NETWORK:			525.30	525.30				
		UTAH LOCAL GOVERNMENT TRUST								
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	COURTHOUSE/NON-DEPT/JAIL	851.25	851.25	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	MAINTENANCE	262.75	262.75	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	TRAILS	175.50	175.50	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	ATTORNEY	54.00	54.00	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	COURTHOUSE/NON-DEPT/JAIL	17,203.43	17,203.43	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	MUSEUM	1,222.42	1,222.42	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	MMAD/SHED	108.24	108.24	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	ROAD	6,332.53	6,332.53	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	COURTHOUSE RADIO BLDG/TO	335.21	335.21	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	SHERIFFS 50%	1,060.25	1,060.25	01/29/2021			
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	TRAVEL COUNCIL	275.12	275.12	01/29/2021			

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110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	WEED	180.50	180.50	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	ROAD	1,455.06	1,455.06	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	CJC	79.96	79.96	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	MMAD	121.42	121.42	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	ROAD	1,522.70	1,522.70	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	CJC	84.20	84.20	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	MMAD	81.53	81.53	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	ASSESSOR	73.43	73.43	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	ROAD	4,513.49	4,513.49	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	EMERGENCY MGMT	142.92	142.92	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	THOMPSON FIRE	456.73	456.73	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	AIRPORT	2,853.11	2,853.11	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	STAR HALL	1,433.16	1,433.16	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	EMS TRAINING CENTER/PAVILL	2,239.37	2,239.37	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	TRAILS 50% PROPERTY	100.67	100.67	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	NEW STORAGE BUILDING EOC	187.80	187.80	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	SHED WITH GENERATOR-SHER	5.75	5.75	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	ZUMRA TRAILER #2050 CONTE	39.82	39.82	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587464	11490-LIABILITY	83,383.00	83,383.00	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	UMTRA	31.97	31.97	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	SANDFLATS	304.50	304.50	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	THOMPSON WELCOME CENTE	88.60	88.60	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	UMTRA	37.17	37.17	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	SANDFLATS	270.61	270.61	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	THOMPSON WELCOME CENTE	91.47	91.47	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	108552	CEMETARY	400.80	400.80	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588153	ROAD FREIGHTLINER	503.16	503.16	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	BUILDING DEPT	360.09	360.09	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	SANDFLATS	370.50	370.50	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	SHERIFF	5,751.92	5,751.92	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	WEED	634.86	634.86	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	MAINTENANCE	224.47	224.47	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	LIBRARY	4,894.85	4,894.85	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	OSTA	8,056.76	8,056.76	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	GRAND CENTER	3,063.41	3,063.41	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	WILLOW BASIN BLDG/TOWER	132.92	132.92	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	MIC	997.48	997.48	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	ZUMRA TRAILER #2050 CONTE	39.82	39.82	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	GENERAL	9,640.78	9,640.78	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	TRAILS	211.66	211.66	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	LIBRARY	777.88	777.88	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	GENERAL	9,680.15	9,680.15	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	TRAILS	158.36	158.36	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	LIBRARY	771.79	771.79	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	AIRPORT	2,068.82	2,068.82	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	OSTA	281.22	281.22	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	GRAND CENTER	557.35	557.35	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587463	TRAVEL COUNCIL	88.70	88.70	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	AMERICAN LEGION SHED	9.23	9.23	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	RECYCLE CENTER	103.60	103.60	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	WHITE HOUSE/EMS	240.95	240.95	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	SANDFLATS 50%OFFICE/TICKE	290.13	290.13	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	EOC-EMERGENCY MGMT	1,404.55	1,404.55	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	ATTORNEY 50%	727.72	727.72	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	THOMPSON FIRE	286.71	286.71	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587465	TRANSIT HUB BATHROOMS	37.64	37.64	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	TRAVEL COUNCIL	365.68	365.68	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	FAMILY SUPPORT	198.88	198.88	01/29/2021

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110932	30551	UTAH LOCAL GOVERNMENT TR	1587466	THOMPSON FIRE	12.07	12.07	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	TRAVEL COUNCIL	359.86	359.86	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	FAMILY SUPPORT	222.47	222.47	01/29/2021
110932	30551	UTAH LOCAL GOVERNMENT TR	1588154	THOMPSON FIRE	8.15	8.15	01/29/2021
Total UTAH LOCAL GOVERNMENT TRUST:					181,595.03	181,595.03	
VERIZON WIRELESS							
110933	27995	VERIZON WIRELESS	9871224840	Josh Stalpes	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Steve White I-Pad	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Justice Court	52.69	52.69	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Assessor's I-Pad	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Jamison Wiggins	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Emergency Command 2	33.04	33.04	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	AJ Fry	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Dispatch smartphone	37.68	37.68	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Sandflats	56.50	56.50	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	HR DIRECTOR	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Austin Brewer	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Nate Whitney	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Senior on call	56.44	56.44	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Command Cradlepoint 1	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Justice Court	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Micah Ward	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Landon Leavitt	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Emergency Command 1	33.04	33.04	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Cassie Ipad (Payroll)	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Rick Bailey	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Attorney	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Drug Tracker	52.69	52.69	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Curt Brewer	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Darrel Mecham	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Josh Hounor	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Bill Jackson	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Bill Hulse	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Shan Hackwell	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Marvin I-Pad	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Office	47.14	47.14	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Assessor Office	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Aubrey Davis Cjc	42.61	42.61	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Command Cradlepoint 2	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Steve's Toughbook	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	On Call Building Inspector	33.04	33.04	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Mike Palmer	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	AI Cymbaluk/Investigations	62.69	62.69	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Colton Brimhall	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Brad Hines	40.05	40.05	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Jenny Swenson	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	AI Cymbaluk	40.05	40.05	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Fire Warden	52.69	52.69	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	MMAD Cell	52.69	52.69	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Family Support	56.54	56.54	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Sandflats	52.69	52.69	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Cole/Building Inspectors	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	New USB Modem SHERIFF	40.01	40.01	01/29/2021
110933	27995	VERIZON WIRELESS	9871224840	Brandon Black	40.01	40.01	01/29/2021

Grand County

Payment Approval Report
Report dates: 1/25/2021-1/31/2021

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Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
		Total VERIZON WIRELESS:			2,042.58	2,042.58	
WF COMMUNICATIONS	110934 28915	WF COMMUNICATIONS	250966	ROAD	30.00	30.00	01/29/2021
		Total WF COMMUNICATIONS:			30.00	30.00	
WORKFORCE QA, LLC	110935 34690	WORKFORCE QA, LLC	19311	SHERIFF-POST ACCIDENT	45.00	45.00	01/29/2021
		Total WORKFORCE QA, LLC:			45.00	45.00	
WSLREA	110936 36704	WSLREA	WSLRE21	REGISTRATION/GC SHERIFF	35.00	35.00	01/29/2021
	110936 36704	WSLREA	WSLRE21	REGISTRATION/DARREL MECH	75.00	75.00	01/29/2021
	110936 36704	WSLREA	WSLRE21	REGISTRATION/JOSH HONOUR	35.00	35.00	01/29/2021
		Total WSLREA:			145.00	145.00	
		Grand Totals:			254,726.98	254,726.98	

Date: Feb 2nd 2021

County Auditor: _____

Council Chairperson: _____

Council: _____

Council: _____

Check No. _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 110901-110936

Report Criteria:

Report type: Summary

```
Check.Check number = {SQL} (tblCheck.CheckNumber in (SELECT c.CheckNumber
FROM dbo.tblCheck c INNER JOIN
dbo.tblCheckDetail cd ON c.ID = cd.tblCheckID
GROUP BY c.CheckNumber
HAVING (SUM(cd.Amount) >= 10000)))
Check.Type = {<>} "Adjustment"
```

Payee	Check Number	Amount
ARMSTRONG CONSULTANTS, INC.	110857	24,172.60
HUMANE SOCIETY OF MOAB VALLEY	110871	12,000.00
LOWER VALLEY FIRE DISTRICT	110874	11,000.00
UTAH STATE TREASURER	110893	20,951.94
HOGAN & ASSOCIATES CONSTRUCTION	110900	264,924.60
RED HILL STRATEGIC	110926	40,000.00
UTAH LOCAL GOVERNMENT TRUST	110932	181,595.03
Grand Totals:		554,644.17

Airport Projects
County's share of spay & neuter program.
2021 Fire Protection
Varies state fees collected by county
EMS Building
Gov.Relations, consulting & Lobbying services.
County's annual insurance premiums.

Grand County

Transmittal Register - Council Approval
Pay Period Dates: 12/28/2020 to 1/10/2021

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Report Criteria:

Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
1	1 DESERT RIVERS CREDIT	33488	01/10/2021	70-02	EMPLOYEE W/H Grand County Credit	10-2242000-000	300.00
	Total 1:						300.00
4	4 GRAND COUNTY TREAS	33489	01/10/2021	66-00	EMPLOYEE W/H Grand County Treasur	10-2240000-000	346.85
	4 GRAND COUNTY TREAS	33489	01/10/2021	66-00	EMPLOYEE W/H Grand County Treasur	21-2240000-000	51.00
	4 GRAND COUNTY TREAS	33489	01/10/2021	66-00	EMPLOYEE W/H Grand County Treasur	45-2240000-000	70.00
	Total 4:						467.85
10	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	10-2256000-000	903.73
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	21-2256000-000	518.74
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	46-2256000-000	60.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	70-2256000-000	114.58
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	10-2256000-000	229.38
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-02	EMPLOYEE W/H Dependent Child Care	10-2256000-000	208.33
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	10-2257000-000	3,848.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	21-2257000-000	575.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	23-2257000-000	225.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	46-2257000-000	50.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	47-2257000-000	25.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	70-2257000-000	200.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	72-2257000-000	535.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	10-2257000-000	5,439.58
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	21-2257000-000	800.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	23-2257000-000	150.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	24-2257000-000	100.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	45-2257000-000	50.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	46-2257000-000	100.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	47-2257000-000	100.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	70-2257000-000	200.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	72-2257000-000	500.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	EMPLOYEE W/H HSA Plan Pay Period:	76-2257000-000	250.00
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-01	J. WIGGINS ADJUSTMENT -EMPLOYE	10-2256000-000	41.66
	10 NATIONAL BENEFIT SER	33490	01/10/2021	71-03	J. JACKSON ADJUSTMENT - EMPLOY	10-2257000-000	50.00-
	Total 10:						15,174.00
28	28 UTAH RETIREMENT SYS	12121102	01/10/2021	55-02	T2DBPSHYB - Utah Retirement	10-2260000-000	564.06
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	1,891.10
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	318.95
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	300.00
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	519.86
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	1,000.00
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	1,325.89
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	542.75
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	23-2261000-000	46.10
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	46-2261000-000	40.34
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	132.30
	28 UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	207.71

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	75-2261000-000	39.80
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	57.11
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-02	Utah Retirement T1 401(K) Pol Pay Peri	10-2261000-000	2,159.76
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	427.10
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	21-2261000-000	68.12
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	23-2261000-000	119.31
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	60.00
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	563.58
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	21-2261000-000	61.85
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	23-2261000-000	58.32
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	24-2261000-000	15.80
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	25-2261000-000	11.01
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	45-2261000-000	19.51
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	46-2261000-000	21.38
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	45.82
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	76-2261000-000	24.24
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-07	Utah Retirement T2 DB PS HYB 401(K)	10-2261000-000	243.76
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	312.01
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	1,857.16
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	200.00
28	UTAH RETIREMENT SYS	12121102	01/10/2021	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	559.51
28	UTAH RETIREMENT SYS	12121102	01/10/2021	41-01	Utah Retirement 457 Pay Period: 1/10/2	10-2263000-000	425.55
28	UTAH RETIREMENT SYS	12121102	01/10/2021	41-01	Utah Retirement 457 Pay Period: 1/10/2	21-2263000-000	42.84
28	UTAH RETIREMENT SYS	12121102	01/10/2021	41-01	Utah Retirement 457 Pay Period: 1/10/2	23-2263000-000	75.00
28	UTAH RETIREMENT SYS	12121102	01/10/2021	42-00	Utah Retirement ROTH IRA Pay Period:	10-2258000-000	1,119.16
28	UTAH RETIREMENT SYS	12121102	01/10/2021	42-00	Utah Retirement ROTH IRA Pay Period:	21-2258000-000	.84
28	UTAH RETIREMENT SYS	12121102	01/10/2021	42-00	Utah Retirement ROTH IRA Pay Period:	23-2258000-000	150.00
28	UTAH RETIREMENT SYS	12121102	01/10/2021	42-00	Utah Retirement ROTH IRA Pay Period:	72-2258000-000	70.00
28	UTAH RETIREMENT SYS	12121102	01/10/2021	43-00	Utah Retirement TRADITIONAL IRA Pa	10-2258000-000	40.00
28	UTAH RETIREMENT SYS	12121102	01/10/2021	43-00	Utah Retirement TRADITIONAL IRA Pa	21-2258000-000	5.00
28	UTAH RETIREMENT SYS	12121102	01/10/2021	51-00	Utah Retirement Retirement-repay of loa	10-2259000-000	1,493.67
28	UTAH RETIREMENT SYS	12121102	01/10/2021	51-00	Utah Retirement Retirement-repay of loa	21-2259000-000	270.59
28	UTAH RETIREMENT SYS	12121102	01/10/2021	51-00	Utah Retirement Retirement-repay of loa	75-2259000-000	56.38
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	10-2260000-000	10,005.28
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	21-2260000-000	1,097.99
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	23-2260000-000	1,035.29
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	24-2260000-000	280.50
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	25-2260000-000	195.55
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	45-2260000-000	346.40
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	46-2260000-000	379.70
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	72-2260000-000	813.47
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	76-2260000-000	430.34
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-02	Utah Retirement T2 DB PS Hybrid Pay	10-2260000-000	6,706.91
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-03	Utah Retirement T2 DC Pay Period: 1/	10-2260000-000	1,111.48
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-03	Utah Retirement T2 DC Pay Period: 1/	47-2260000-000	130.94
28	UTAH RETIREMENT SYS	12121102	01/10/2021	55-04	Utah Retirement T2 DC PS Pay Period:	10-2260000-000	519.14
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	10-2260000-000	11,305.96
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	21-2260000-000	5,037.53
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	23-2260000-000	427.84
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	46-2260000-000	374.37
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	70-2260000-000	1,227.93
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	72-2260000-000	1,927.83
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	75-2260000-000	369.40
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-01	Utah Retirement T1 Non-Contributory R	76-2260000-000	530.09
28	UTAH RETIREMENT SYS	12121102	01/10/2021	90-03	Utah Retirement T1 Police Non-Contrib	10-2260000-000	9,848.72

Grand County

Transmittal Register - Council Approval

Pay Period Dates: 12/28/2020 to 1/10/2021

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Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
29	IRS - FICA/FWT	12121101	01/10/2021	75-00	FICA/FWT Medicare Pay Period: 1/10/2	72-2224000-000	270.39
29	IRS - FICA/FWT	12121101	01/10/2021	75-00	FICA/FWT Medicare Pay Period: 1/10/2	75-2224000-000	29.00
29	IRS - FICA/FWT	12121101	01/10/2021	75-00	FICA/FWT Medicare Pay Period: 1/10/2	76-2224000-000	81.76
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	10-2222000-000	22,316.71
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	20-2222000-000	10.38
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	21-2222000-000	4,828.13
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	23-2222000-000	1,259.01
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	24-2222000-000	233.11
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	25-2222000-000	62.64
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	30-2222000-000	286.00
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	45-2222000-000	251.86
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	46-2222000-000	432.26
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	70-2222000-000	452.16
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	72-2222000-000	1,404.80
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	75-2222000-000	209.54
29	IRS - FICA/FWT	12121101	01/10/2021	76-00	FICA/FWT Federal Withholding Pay Peri	76-2222000-000	313.18
29	IRS - FICA/FWT	12121101	01/10/2021	74-00	AJUSTMENT J. TUFT FICA/FWT	22-2100000-000	244.76-
29	IRS - FICA/FWT	12121103	01/10/2021	69-04	FICA/FWT SS Deferral Repayment Pay	10-2265000-000	367.94
Total 29:							82,616.70
40							
40	CIGNA HEALTHCARE - C	12221101	01/10/2021	62-07	HEALTH INSURANCE	11-4225-400-000	166,611.51
40	CIGNA HEALTHCARE - C	12221101	01/10/2021	62-05	HEALTH INSURANCE	11-4225-400-000	73,189.13
Total 40:							239,800.64
45							
45	MOAB RECREATION & A	33491	01/10/2021	68-00	L. JOHNSON	21-2252000-000	440.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	JASON GERBER	11-3441-000-000	250.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	D. LITTLEFIELD	10-2252000-000	175.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	J. SWENSON	10-4211-130-000	220.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	J. SWENSON	10-2252000-000	220.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	K. GRITTS	10-4211-130-000	220.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	K. GRITTS	10-2252000-000	220.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	V. GREEN	21-2252000-000	440.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00	A. BRAND	70-2252000-000	240.00
45	MOAB RECREATION & A	33491	01/10/2021	68-00		10-2252000-000	250.00
Total 45:							2,675.00
47							
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	B. MCGANN	11-3441-000-000	520.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	M. TRANTER	10-2255000-000	295.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	C. BREWER	10-2255000-000	117.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	C. BREWER	10-4212-130-000	117.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. SMITH	10-2255000-000	235.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	M. BABCOCK	10-2255000-000	520.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	B. HINES	10-4212-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	B. HINES	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. MCKINNEY	10-2255000-000	770.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	H. MOORE	10-2255000-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	H. MOORE	10-4211-130-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	H. MOSHER	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	H. MOSHER	10-4211-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	N. WHITNEY	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	N. WHITNEY	10-4212-130-000	147.50

Grand County

Transmittal Register - Council Approval

Pay Period Dates: 12/28/2020 to 1/10/2021

Page: 5

Feb 01, 2021 12:46PM

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	M. STOCKS	23-2255000-000	520.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	M. STRIBLEN	21-2255000-000	295.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. STAPLES	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. STALPES	10-4212-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. WIGGINS	10-2255000-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. WIGGINS	10-4212-130-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	K. SWENSON	10-4211-130-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	K. SWENSON	10-2255000-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	R. JOHNSTON	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	R. JOHNSTON	10-4212-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. HONOUR	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. HONOUR	10-4212-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. BLACK	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. BLACK	10-4212-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. LITTLEFIELD	10-2255000-000	235.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. SWENSON	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	J. SWENSON	10-4211-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	K. GRITTS	10-2255000-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	K. GRITTS	10-4211-130-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	F. DOUGHER	10-2255000-000	295.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	A. BREWER	10-2255000-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	A. BREWER	10-4212-130-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	A. FRY	10-2255000-000	385.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	A. FRY	10-4212-130-000	385.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	L. LEAVITT	10-2255000-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	L. LEAVITT	10-4212-130-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	S. HACKWELL	10-2255000-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	S. HACKWELL	10-4211-130-000	260.00
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	C. HAZELTON	10-2255000-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	C. HAZELTON	10-4211-130-000	147.50
47	SOUTH TOWNE GYM	33492	01/10/2021	67-00	JEFF AND KRISTIN GODWIN	11-3441-000-000	720.00

Total 47:

11,705.00

Grand Totals:

424,405.09

Report Criteria:

Paid transmittals included

Date: 02/01/2021

CHECK # 33488-33492 (\$30,321.89)

transmittal# 12121101-12121102+12221101 (\$394,083.24)

AUDITOR: _____

COMMISSION MEMBER: _____

COMMISSION MEMBER: _____

Report Criteria:

Department.Department = {AND} {<>} "THOMPSON FIRE DISTRICT"

Total AIRPORT:	7	.00	.00	10,886.46
Total ASSESSOR:	4	.00	.00	5,468.22
Total ATTORNEY:	5	.00	.00	11,257.41
Total BUILDING INSPECTOR:	3	.00	.00	5,144.79
Total CEMETARY DISTRICT:	3	.00	.00	3,674.61
Total CHILD JUST CTR:	1	.00	.00	1,615.26
Total CLERK/AUDITOR:	4	.00	.00	5,898.20
Total COUNTY ADMINISTRATOR:	6	.00	.00	10,756.58
Total COUNTY COUNCIL:	11	.00	.00	7,753.45
Total COURTHOUSE:	6	.00	.00	7,256.60
Total FAMILY SUPPORT CENTE:	5	.00	.00	4,384.08
Total JAIL:	18	.00	.00	26,206.86
Total JUSTICE COURT:	4	.00	.00	4,472.27
Total LIBRARY:	14	.00	.00	13,934.20
Total MOAB MOSQUITO DISTRI:	1	.00	.00	1,482.08
Total MOAB PROMOTION:	6	.00	.00	7,683.43
Total PERSONNEL SERVICES:	2	.00	.00	2,885.22
Total PLANNING & ZONING:	5	.00	.00	6,960.50
Total RECORDER:	3	.00	.00	4,461.78
Total ROADS - CLASS B:	16	.00	.00	29,229.61
Total SANDFLATS RECREATION:	3	.00	.00	4,764.17
Total SEARCH & RESCUE:	18	.00	.00	2,894.94
Total SENIOR CITIZENS:	7	.00	.00	6,898.22
Total SHERIFF:	18	.00	.00	34,323.94
Total SPANISH TRAIL ARENA:	5	.00	.00	6,283.08
Total SURVEYOR:	1	.00	.00	877.40
Total TREASURER:	2	.00	.00	3,494.19
Total WEED CONTROL:	5	.00	.00	5,888.10

Grand Totals:

183	.00	.00	236,835.65
-----	-----	-----	------------

Report Criteria:

Department.Department = {AND} {<>} "THOMPSON FIRE DISTRICT"

Date: 2/1/2021

CHECK# 33487

DIRECT DEPOT: # 11021101-11021284

COUNTY AUDITOR: _____

COUNCIL MEMBER: _____

COUNCIL MEMBER: _____

Item: C

February 2, 2021

Presentation to Grand County Commissioners

Elaine Gizler

Economic Development Director

Economic Development 2020 overview

Updating the Newsletter, website, content to businesses,

2020 Grand County Tourism overview

Occupancy, Visa Vue, Travel Council website review, Grand County Travel Council webpage,

COVID Communication, Masks secured, Handwashing stations, TRT and Host Compliance,

Dashboard review.

Grand County Economic Development Department

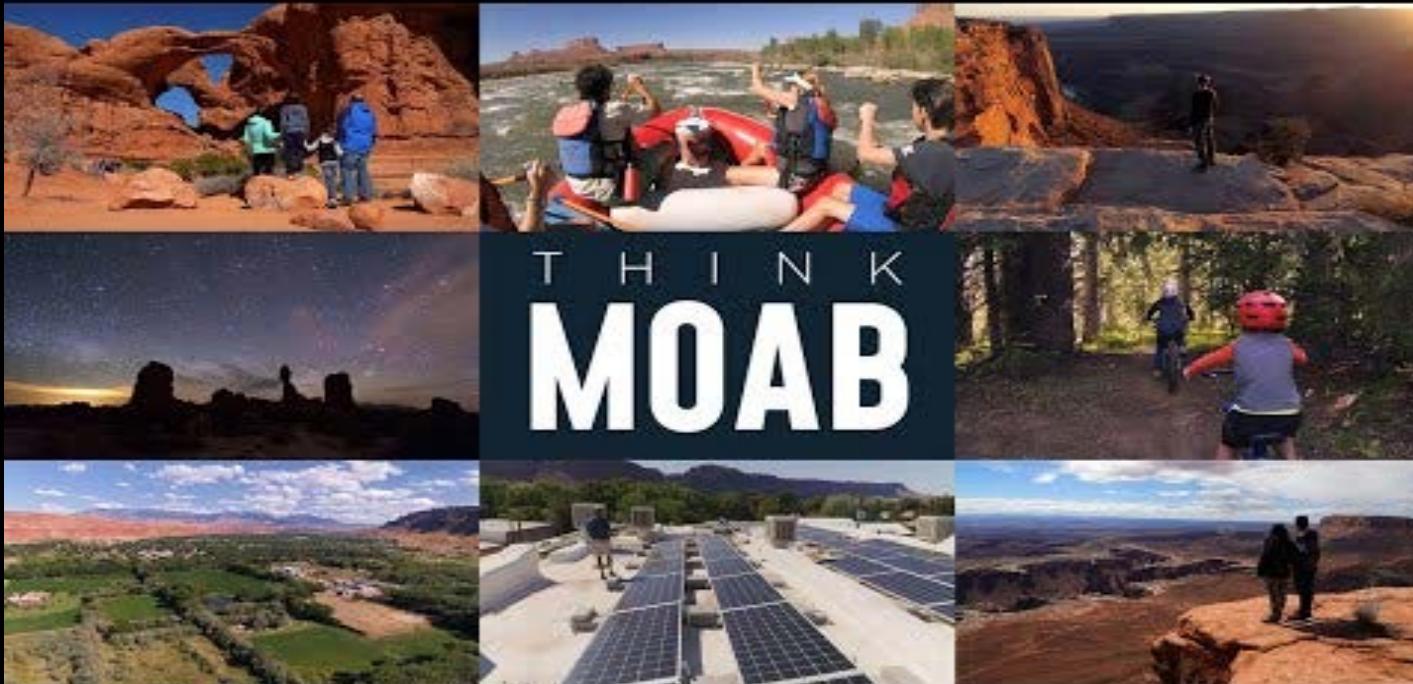


Including
Moab Area Travel Council



Economic Development 2020 Overview

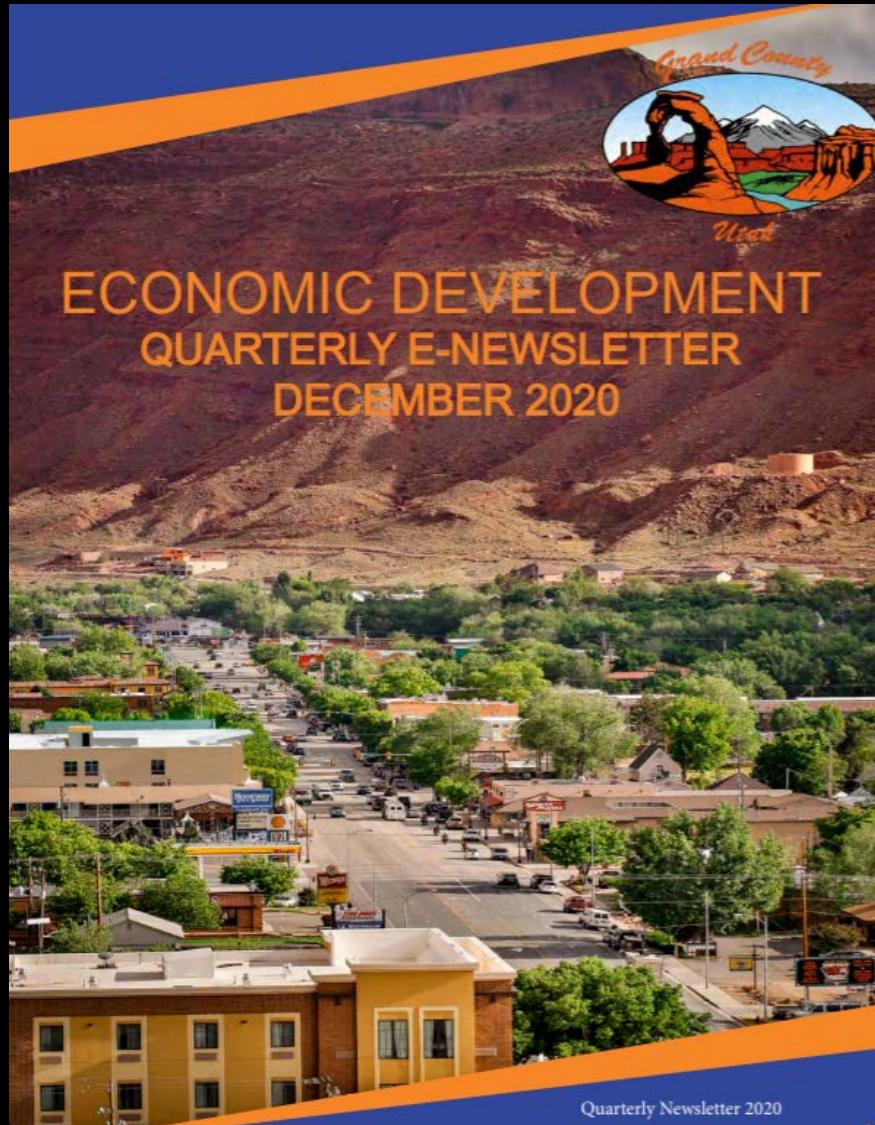
- Created Think Moab Ad



Supporting Local Businesses Participating in “Shop in Utah”



Created a new Economic Development Quarterly Newsletter



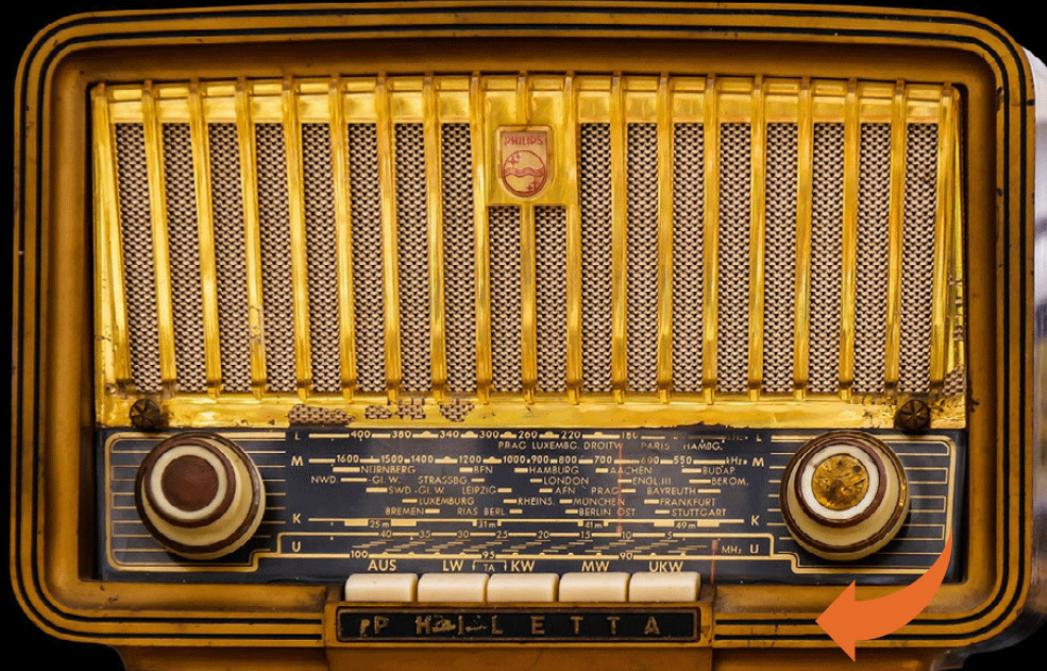
Providing Updated Content About Grand County

- SBA Loan Information
- YTD Occupancy
- Employment Data
- Sales Tax Rates for Grand County and Moab City
- Grant Opportunities
- Updated Facebook Page
- Opportunity Zones
- Workforce Services



TUNE INTO GRAND COUNTY, UT

TUNE INTO
GRAND COUNTY, UT



Economic Development Looking Ahead

- Creation of the Economic Diversification Advisory Council
 - To assist the GC Commission in reviewing ordinances to identify barriers to economic diversification and to recommend policy and law that enhance opportunities for economic diversification in Grand County.
- Creating Business growth in our community, Business Expansion and Retention.
- Recruiting skilled workers, workforce training
- Partnering with Southeast Utah Association of Local Governments, SBDC, Governor's Office of Economic Development, Economic Development Corporation of Utah, USDA
- “Economic Gardening” Looking inside of our community to determine what business sectors may leave and how we can retain jobs in our community to keep people employed.

Economic Development Looking Ahead

- Brownfields- opportunities to remediate and repurpose
- Revolving Loan Funds, Public Improvement Districts, Community Development Block Grants, Tax Increment Financing, Public Improvement Districts
- Fiber, High Speed Internet for entire Grand County
- Building a community that Attracts, Supports and Grows Businesses
- Prevent exporting of our children out of Grand County. How do we provide jobs to keep them here.
- What is our vision for Grand County?

Moab Area Travel Council

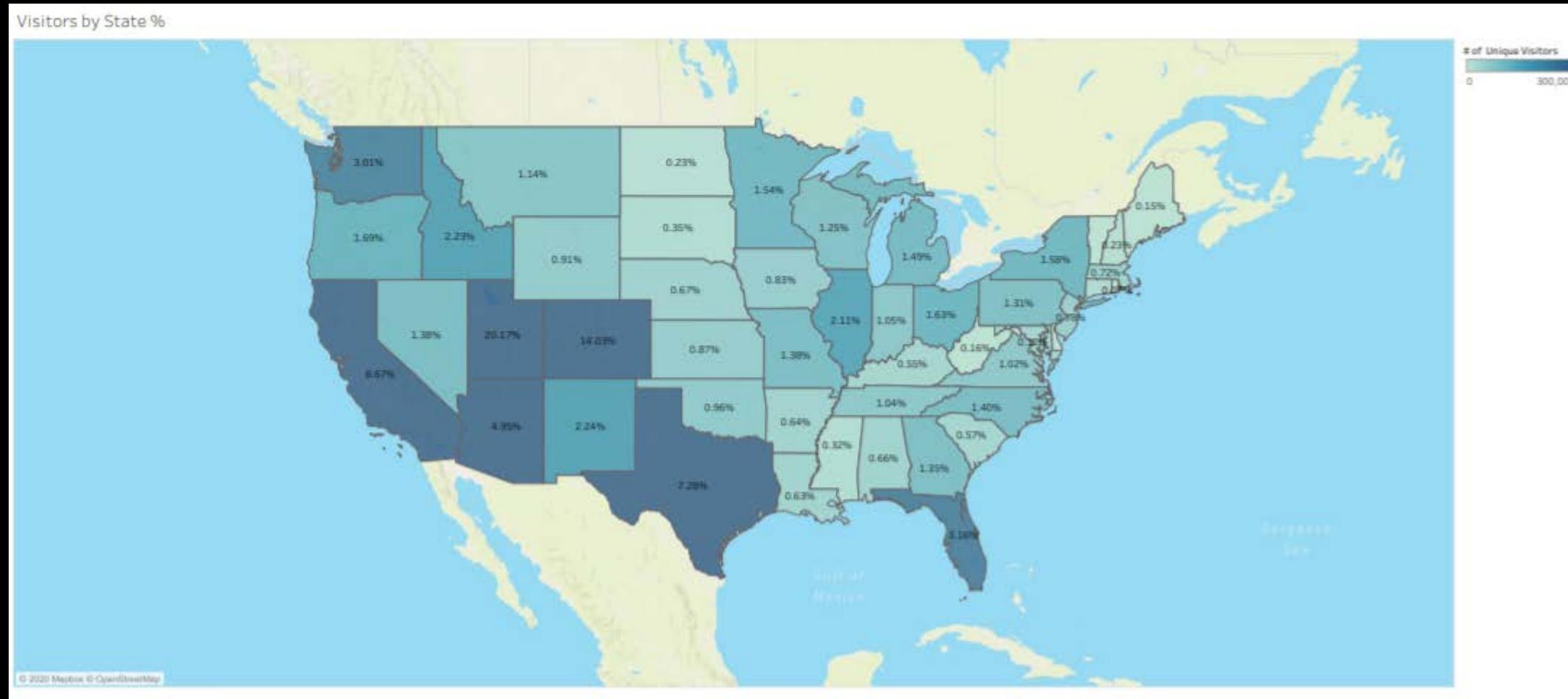
- Updated Grand County, UT page
- Functions of the Travel Council to inform the Local Community
 - Financial Support to the Film Commission, The Moab Information Center toward staff and to keep the restrooms in town open for visitors.
 - Contribution to ArtTrails, Grant funds for Shoulder Season Events, Travel Council answers all the phone calls from visitors that go to the Moab Information Center. Support the County and SEUHD in providing updated information related to COVID-19, securing masks for the public and more.
 - Added Current Advertising Materials reflecting “Recreate with Respect”
- Monitoring TRT Collections and Business Licenses for Overnight Rentals
- Providing Locals and Visitors Occupancy Reports, Park Visitation, Updating information from the BLM, NPS, Forest Service, State Parks, and others.

Moab Area Travel Council

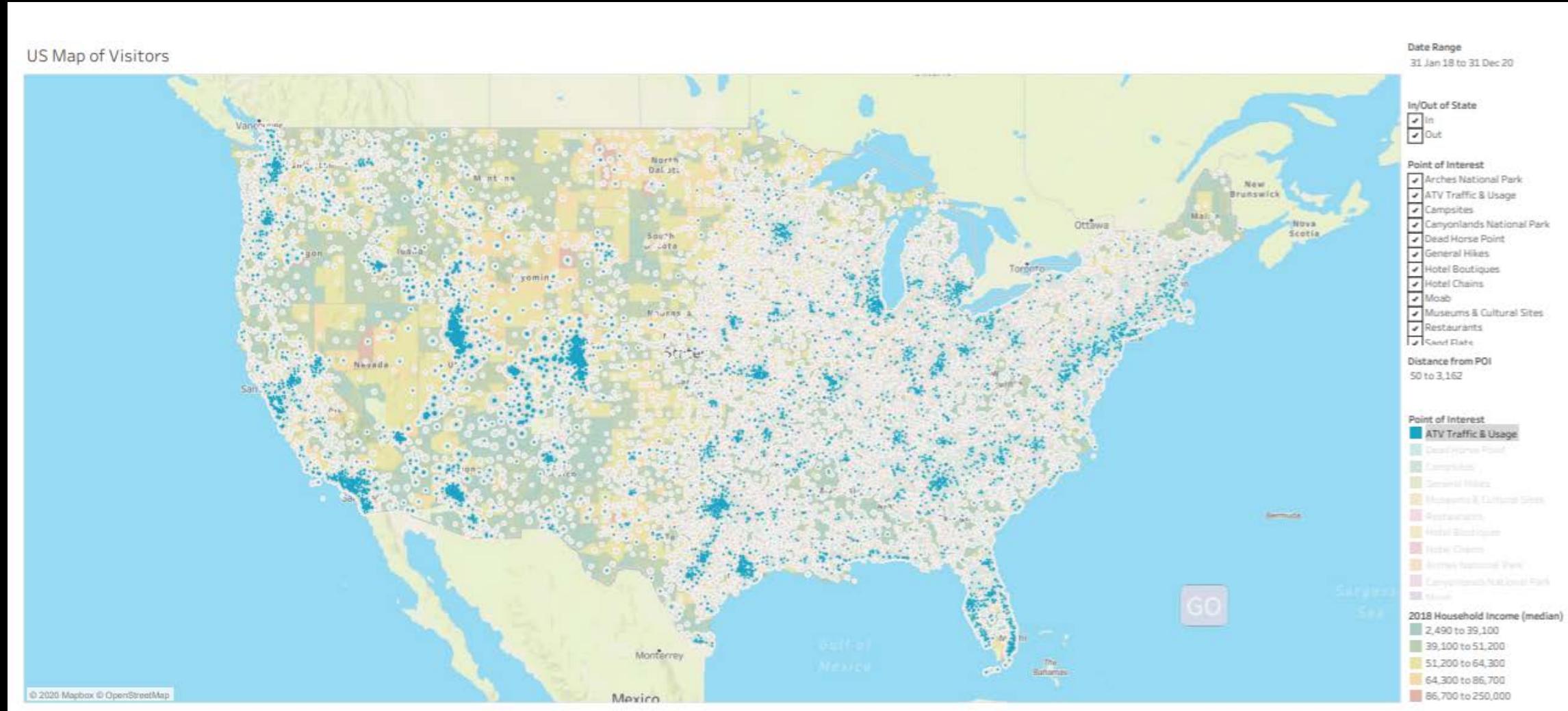
Visa Vue

- Domestic Visitor Lodging \$240.15 per night, International Visitors spend \$278.08 per night
- Domestic Visitor Restaurant \$39.57 average per visitor, International Visitor \$54.83 per visitor

US Map of Where Visitors Come From



Travel Council Dashboard



Visitors Profile

Visitor Profile

Date Range
09 Jan 19 to 31 Dec 20

Zip Code	State Abbr.	City Name	% of Total # of Unique Vi..	Total population	Female %	Male %	Median Age	25 to 34	35 to 44	45 to 54	55 to 64	65+	Gen Z	Millenials	In/Out of State
98382	WA	Sequim	0.01%	27,528	51.8%	48.2%	60	6.7%	7.5%	10.5%	18.4%	39.5%	11.3%	9.7%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
98362	WA	Port Angeles	0.01%	23,532	50.7%	49.3%	48	11.0%	9.3%	12.0%	17.6%	22.9%	17.1%	15.5%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97355	OR	Lebanon	0.01%	29,010	50.1%	49.9%	43	13.9%	10.4%	12.9%	15.3%	19.1%	15.9%	19.0%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97386	OR	Sweet Home	0.01%	14,417	52.2%	47.8%	43	8.9%	11.5%	11.7%	15.4%	20.7%	20.0%	15.4%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
83815	ID	Coeur D Ale..	0.03%	33,659	50.7%	49.3%	39	11.7%	12.0%	13.2%	12.7%	16.9%	18.8%	18.2%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
83854	ID	Post Falls	0.02%	40,152	49.9%	50.1%	36	15.0%	13.1%	11.0%	13.0%	14.2%	18.8%	22.3%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97229	OR	Portland	0.03%	65,285	51.1%	48.9%	39	12.6%	16.7%	15.3%	11.9%	11.5%	18.0%	20.1%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97738	OR	Hines	0.00%	1,707	49.1%	50.9%	46	7.1%	13.5%	11.5%	20.8%	18.5%	18.9%	13.0%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97056	OR	Scappoose	0.01%	11,685	48.7%	51.3%	41	9.5%	13.4%	16.0%	12.7%	16.1%	20.0%	16.1%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97007	OR	Beaverton	0.02%	71,968	49.7%	50.3%	36	14.0%	15.4%	13.6%	13.0%	10.5%	20.7%	22.1%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97045	OR	Oregon City	0.03%	54,861	50.6%	49.4%	41	12.0%	13.4%	15.3%	13.3%	16.1%	18.3%	19.0%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
83814	ID	Coeur D Ale..	0.02%	26,421	50.0%	50.0%	39	14.8%	10.6%	12.6%	13.1%	17.7%	20.7%	20.3%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
83843	ID	Moscow	0.02%	26,335	48.4%	51.6%	27	15.7%	9.8%	8.8%	9.6%	10.0%	35.2%	21.7%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97223	OR	Portland	0.01%	49,555	50.9%	49.1%	38	15.6%	14.2%	12.9%	13.8%	13.5%	17.6%	23.5%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97002	OR	Aurora	0.00%	5,689	49.1%	50.9%	46	9.3%	13.2%	13.6%	15.3%	22.2%	16.2%	13.3%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97838	OR	Hermiston	0.01%	26,133	49.2%	50.8%	33	14.6%	12.6%	10.3%	12.0%	12.2%	21.4%	21.5%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97303	OR	Salem	0.02%	39,950	51.8%	48.2%	38	12.2%	12.7%	11.6%	13.3%	15.9%	21.4%	19.0%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out
97103	OR	Astoria	0.01%	17,741	49.8%	50.2%	45	11.2%	11.8%	13.7%	16.8%	19.6%	17.3%	17.4%	<input checked="" type="checkbox"/> In <input checked="" type="checkbox"/> Out

- Distance From POI
50 to 3,162
- Point of Interest
- Arches National Park
 - ATV Traffic & Usage
 - Campsites
 - Canyonlands National Park
 - Dead Horse Point
 - General Hikes
 - Hotel Boutiques
 - Hotel Chains
 - Moab
 - Museums & Sites
 - Restaurants
 - Sand Flats



ANNUAL REPORT 2020

Utah Indigent Defense Commission



**Protecting constitutionally guaranteed liberties
through ongoing support for effective indigent
defense services throughout the state**

COMMISSION MEMBERS

(2020-2021)

Lorene Miner Kamalu - IDC Chair 2021
Davis County Commissioner, Chair

Sam Alba - IDC Chair 2020
Federal Magistrate Judge (Ret.)
Stakeholder, Snow Christensen & Martineau

Michael Zimmerman
IDC Chair 2016 - 2019
Utah Supreme Court Chief Justice (Ret.)
Founding Member, Zimmerman Booher

Senator Todd Weiler
Senate District 23
Attorney, Christensen and Jensen

Representative Joel Ferry
House District 1

Kim Cordova
Executive Director,
Commission on Criminal and Juvenile Justice

Mary T. Noonan
State Court Administrator

Pamela Vickrey
Executive Director
Utah Juvenile Defender Attorneys

Richard Mauro
Executive Director
Salt Lake Legal Defender Assoc.

Ryan Loose
City Attorney, South Jordan

Heather Schriever
City Attorney, Orem

Shawn Milne
Cache Valley Economic Director

Margaret Lindsay
Supervising Attorney,
Utah County Public Defender

Wally Bugden
Private Defense Attorney

Mary Corporon
Private Defense Attorney

Lorene Miner Kamalu was elected to be the IDC's chair for 2021, replacing Sam Alba. She brings a wealth of local government experience to the position and will help increase the IDC's reach in the state.

LETTER FROM THE IDC CHAIRS

The events of 2020 have impacted the IDC as much as they did everyone in Utah. The State's budget reductions required us to find ways to maintain the IDC's commitments to our local partners while also advancing our mission and taking on new responsibilities to improve access to effective defense services across the state.

One of our most significant new responsibilities came from the Legislature's creation of the Indigent Appellate Defense Division to provide appellate criminal defense representation in cases arising from counties of the third through sixth classes. This resource will improve representation in 24 mostly rural counties across the state.

Taking an opportunity to innovate, we implemented an online legal education program to reach Utah's public defenders, especially those in rural areas. We are now bringing diverse and experienced practitioners together to share their knowledge and enhance practices around the state. We are also focused on enhancing local defense systems, both to increase the organization and accountability of services and to encourage collaboration and the sharing of resources across political boundaries. We are helping to expand and enhance several regional defender systems in different areas of the state to increase the network of regional defense services.

This work would not be possible without the Executive and Legislative branches' continued support of improving indigent defense services in Utah. We appreciate their strong shared commitment to the constitutional principle that all indigent individuals accused of a crime are entitled to effective representation. We look forward to strengthening all our partnerships in 2021 as the IDC continues to identify ways to strengthen indigent defense systems—always with the goal of improving the availability and quality of legal defense services for indigent individuals.

Lorene Miner Kamalu &
2021 CHAIR

Sam Alba
2020 CHAIR

BENEFITS OF INDIGENT DEFENSE

Public Defender Clients

Protects clients' constitutional right to due process, a fair trial, and procedural justice

Families

Helps avoid unnecessary separation of families by preventing unwarranted detention and by ensuring parental rights are protected

Juveniles

Ensures minors do not appear unrepresented in court and that they are supported in their rehabilitation and avoid becoming involved in the adult criminal justice system

Effective Defense

Jails

Decreases jail bed usage and leads to significant cost-savings when clients are released before trial

Courts

Ensures efficient use of court time and resources

Judges & Prosecutors

Allows proper roles and boundaries to be maintained in order to avoid conflicts of interest and ensure the integrity of the judicial system

Legislators & Policy Makers

Instrumental to justice system reform. Laws and regulations can strengthen indigent defense systems and services

UTAH'S INDIGENT DEFENSE OVER THE YEARS

Utah Territory

1850-1896

- 1st state or territory in the US with a right to counsel law but no provision for paying defense attorneys

1930s

- US Supreme Court declares the right to counsel is critical and fundamental
- Utah Supreme Court declares that counties do not have to pay for counsel
- Bills requiring state funding for defense attorneys fail in the Utah Legislature

1960s

- 1963-US Supreme Court says states must ensure right to counsel
- 1965-Salt Lake County Legal Defender's Office created through a federal grant which is later assumed by the County

1974

- "Representation by counsel is desirable in criminal cases, both from the viewpoint of the defendant and of society."
 - Utah Law Enforcement Planning Agency (pre-cursor to the Utah Commission on Criminal and Juvenile Justice (CCJJ)) recommended state funding for the right to counsel

1994

- Utah County creates a County Public Defender Office

1980 - 2000s

- ACLU & Utah Courts issue reports condemning the quality of many of Utah's local public defense services at the trial and appellate levels

2016

- Utah Indigent Defense Commission created and director hired

2019

- SB32 clarifies appointment code and ensures all minors are represented by counsel in court

2020

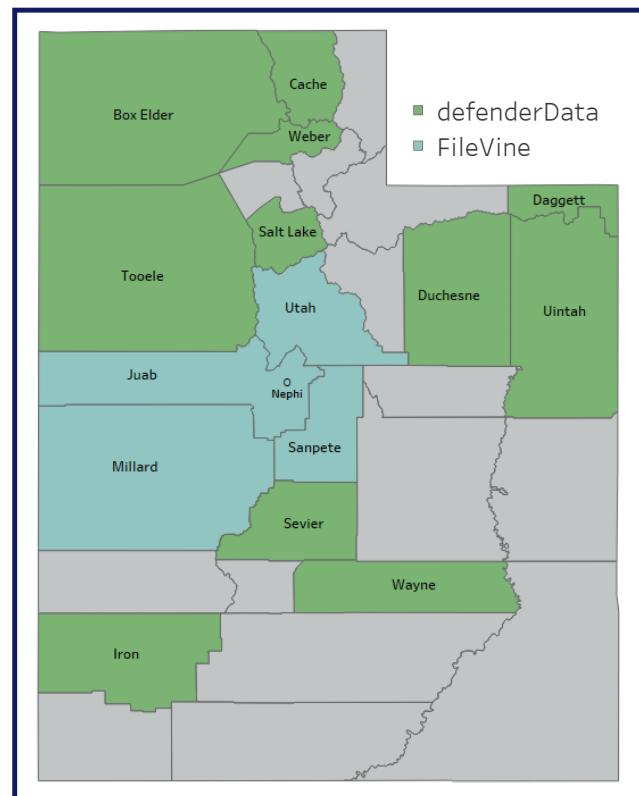
- Utah joins majority of states in providing appellate defense services for smaller counties, IDC provides statewide legal training program. Legislature appropriates ~\$8 million to the IDC, reduced to ~\$5 million due to COVID-19.

DATA DEVELOPMENTS: PARTNERING WITH COUNTIES AND DEFENDERDATA

The IDC is working with many defenders to increase transparency about their work and the services they provide to local governments by using electronic case management systems to enter case information and report about their work. The reports and invoices defenders can pull from these systems allow for better communication about their workload and their needs.

Out of 18 local governments that receive IDC grants, **16 are now using electronic case management systems**. Five of these use FileVine, while 11 use defenderData, with the defenderData licenses funded by a federal JAG grant. In addition, all attorneys overseen by the Indigent Appellate Defense Division and all attorneys who provide indigent inmate defense at Gunnison Prison use defenderData for time tracking and invoicing.

The IDC staff provides trainings and "How To" guides on defenderData and works closely with users in each indigent defense system to create better reporting with higher quality data. Having case information at their fingertips allows attorneys to represent their clients more effectively. Staff also collaborates with defenderData developers to improve the system so it meets defenders' needs better.



31

DEFENSE ATTORNEYS AND
SUPPORT STAFF GIVEN A
DEFENDERDATA TRAINING

39

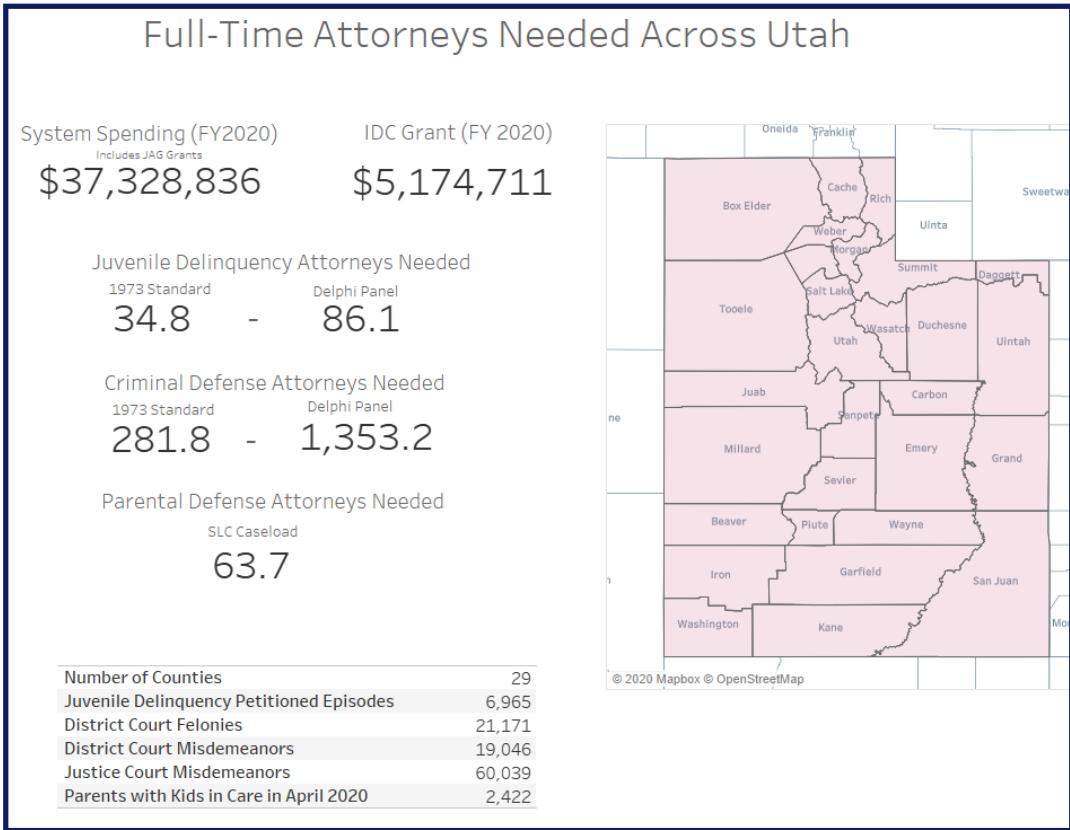
REQUESTS OR MODIFICATIONS
MADE TO IMPROVE
DEFENDERDATA SOFTWARE

89%

OF GRANT-RECEIVING
SYSTEMS USE ELECTRONIC
CASE MANAGEMENT SYSTEMS

DATA DEVELOPMENTS: THE DECODER

The IDC has created an interactive map, called "The Decoder," of Utah's counties, their budgets, and their courts' caseloads to help estimate how many attorneys are needed to provide effective public defense to individuals in justice, district, and juvenile courts. It uses national caseload standards as a benchmark. According to our calculations, almost every county in Utah is operating with far too few full time attorneys to meet caseload demands and provide effective indigent defense services.



The Decoder allows us to virtually experiment with ways to regionalize and group counties together to improve local services by pooling resources between counties. However, we still need to better identify how many attorneys are working on court-appointed cases in Utah and what percentage of their time is spent on these cases versus their private cases. Ongoing efforts to improve the accuracy of this information will help the IDC and other stakeholders to understand better the needs of indigent defense systems across the state.

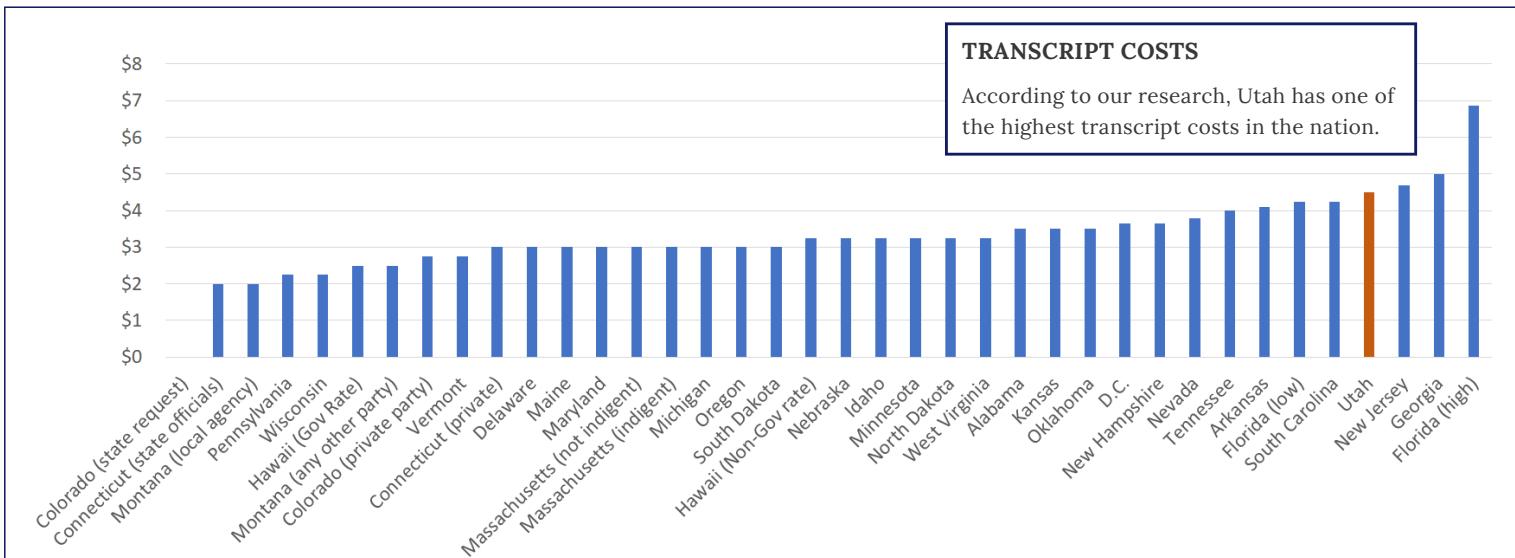
INDIGENT APPELLATE DEFENSE DIVISION

In 2020, the Utah Legislature joined 70% of states that fund appellate public defense by creating Utah's first state-funded appellate defense office – the Indigent Appellate Defense Division (IADD).

Utah law ensures the right to appeal a trial court judgment and to be represented by appellate defense counsel. The IADD provides appellate representation for cases arising in 24 largely rural counties where appellate resources are scarce in order to improve the quality and quantity of appeals across the state.

On July 1, 2020, the IADD accepted its first appellate court appointment. Within four months, the division was appointed on more than 20 cases. As jury trials commence and as awareness of the IADD increases, the division anticipates the number of appeals will continue to rise.

Appellate courts require official transcripts of trial court proceedings, which makes transcripts a significant cost for the IADD. Transcript fees in Utah are statutorily set at \$4.50 per page--one of the highest fees in the nation, as illustrated in the graph below. At this rate, transcripts from a multi-day jury trial may cost \$5,000 to \$8,000. In 2019 state agencies spent nearly \$30,000 in transcript costs for appellate cases. As appeals increase, this cost is becoming a significant burden on the state. The IADD hopes to secure a reduced rate for transcripts in indigent defense cases.



INDIGENT APPELLATE DEFENSE DIVISION:

WHY APPEALS ARE IMPORTANT

Appeals play a vital role in ensuring integrity and fairness in the state by overturning wrongful convictions and correcting and clarifying legal practices, so the law is applied uniformly, impartially, and predictably across Utah's courts and individuals are not wrongfully incarcerated.

Correcting legal practices:

In one Utah case (State v. Lopez 2018 UT 5), a man convicted of murdering his wife appealed because, during his trial, an expert testified outside of his area of expertise. The appellate court reversed the ruling, clarifying that testimony outside an expert's area of expertise is insufficient to support a conviction.



Overturning wrongful convictions:

In another recent Utah appeal (Pleasant v. Terry, 2020 UT 69), the appellate court reversed a legally impossible jury verdict. The jury had found that the individual had simultaneously not committed an offense (domestic violence), while also finding that he had committed the offense (domestic violence in the presence of a child). The appellate court noted that such a verdict "is not merely inconsistent with justice, but is repugnant to it." The court corrected the jury's error and then drafted a rule of criminal procedure to ensure that this error is never repeated.

Appellate court opinions such as the ones above improve the quality of justice in Utah, providing for a fair and impartial system. These benefits explain why most states ensure state funding for appellate representation.

ATTORNEY TRAINING

The IDC launched a training program in 2020 to provide targeted legal training, resources, and support to public defenders across the state to elevate the quality of representation. The program supports the specialized practices of attorneys defending adults and children both at trial and on appeal by providing trainings tailored to each practice area. The Parental Defense Alliance offers parental defender legal trainings.

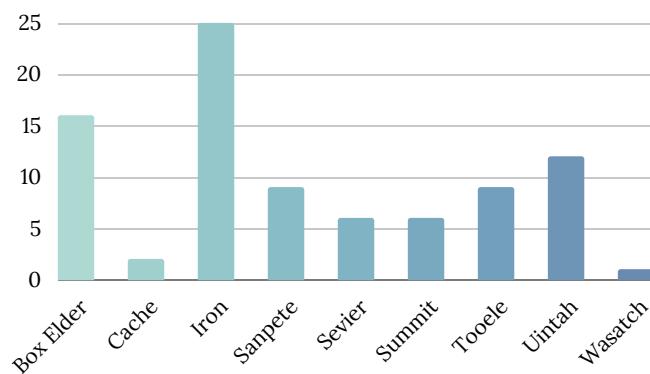
IDC Trainings April - November 2020.

- 11 adult criminal defense trainings & 4 appellate trainings
- 658 attorney participants with an average of 44 participants per training
- Attorneys from 17 counties attended the trainings
- Half of participating attorneys came from outside of Salt Lake County
- Attorneys from 3rd - 6th class counties made up 15% of total participants
- Attorneys received \$4,140 in scholarships from the IDC to attend national trainings on topics not covered locally

We were able to reach more people with online trainings and provide rural defenders the same access that urban defenders have to relevant, specialized trainings. The training theme for 2021 is Effective Representation, with a focus on how public defenders can champion the goals of the Justice Reinvestment Initiative (JRI) in Utah. Training will continue to be delivered online due to the COVID-19 pandemic.

The program is supported by a committee of seven defense practitioners, who provide technical assistance to the staff with identifying relevant topics, finding qualified speakers, planning effective events, and developing outreach.

PARTICIPANTS FROM 3RD - 6TH CLASS COUNTIES

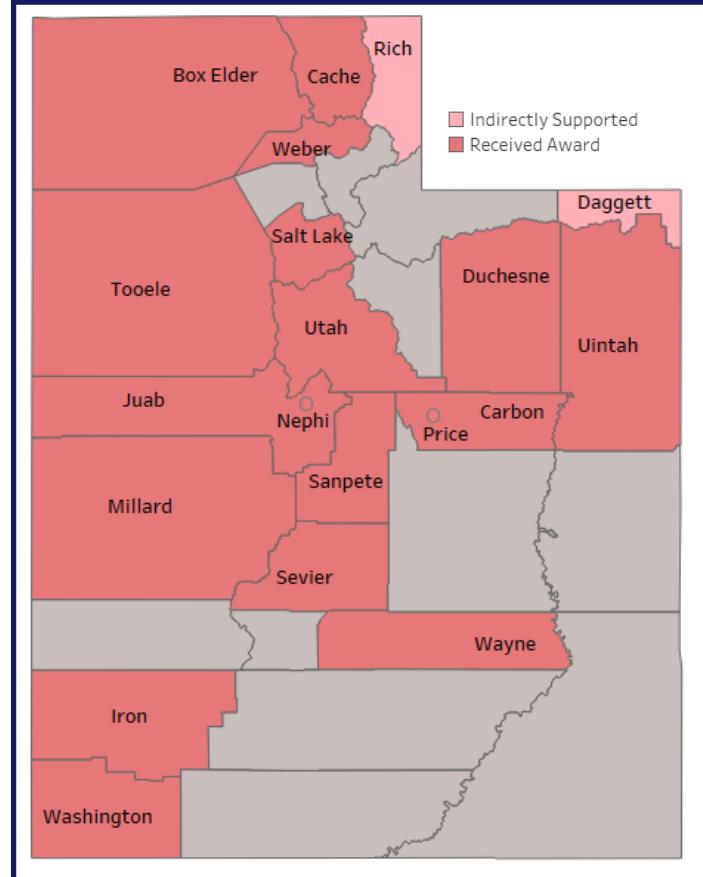


IDC GRANT PROGRAM

IDC grant awards support local governments' ability to ensure their indigent defense services comply with state and federal laws.

For FY 2021 the IDC awarded \$4,315,988 in grants.

18 counties and 2 cities received awards directly, while 2 additional counties are served by a grant-funded county system. Grantees report both numerical and anecdotal data on their indigent defense services and how they align with the IDC Core Principles. Indigent defense spending is also tracked for data purposes and to ensure that grant funds do not supplant local funding. IDC grants have improved local governments' capacity to provide better indigent defense services and have laid the groundwork for effective data collection.



Key Improvements:

- Most grantees have a clearly identified **managing defender**
- The IDC has leveraged **federal JAG funding to distribute case management software to grantees**
- 100% of grantees are **reporting financial and programmatic progress data**
- Financial grant reporting has been streamlined
- All grants are now aligned with the State fiscal year

FOCUS ON JUVENILE COURTS

Leveraging Federal Funds to Improve Legal Representation For Parents in Child Welfare Cases

In 2020, the IDC obtained federal funding to improve parent representation. In its first six months, the program brought more than \$125,000 in federal funding to improve legal services to parents in Salt Lake County. The IDC is working with other counties to obtain reimbursements to which they are entitled. The IDC will also request reimbursement for IDC funds spent on grants for parent representation.

Department of Justice Office of Juvenile Justice and Delinquency Prevention Grant

In April 2020, the IDC launched a training program to provide specialized legal education and targeted practice resources to all defense attorneys providing representation to minors in juvenile delinquency cases. At no cost to the state this grant will deliver:

- Quarterly, tuition-free, statewide, specialized juvenile delinquency defender training
- A practice manual for defenders
- A guide to resources available to support juveniles that will ensure attorneys have ongoing access to specialized practice tools after the project ends

Defending Parents in Actions to Terminate Their Parental Rights by a Private Person

Under the Utah Constitution, indigent parents have the right to appointed counsel whenever they are facing legal action to terminate their parental rights. This year, the IDC, in collaboration with county partners, developed a program to ensure indigent parents are represented by experienced legal counsel. A state appropriation provided funding for these legal services to parents who previously would have faced, without counsel, the threat of permanent loss of their relationship with their children.

CONTACT THE IDC



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CORE PRINCIPLES FOR UTAH INDIGENT DEFENSE SYSTEMS

Updated December 2019

USER STATEMENT

This document, adopted by the Utah Indigent Defense Commission in August 2017, sets forth core principles for the provision of indigent defense representation in the State of Utah.¹ These principles are intended to encompass the provision of indigent defense services in three defined areas of practice—criminal defense, delinquency defense, and parental defense. Utah law delegates the provision of indigent defense services to its local governments.²

The purpose of these principles is threefold:

1. To provide guidance to government officials, policymakers, and entities charged with providing, overseeing, assessing, and/or funding indigent defense systems;
2. To provide a yardstick for measuring the extent to which an indigent defense system ensures that individual attorneys within that system have the knowledge, ability, resources, and independence necessary to provide effective representation; and
3. To encourage appointed counsel to provide a high standard of representation and promote professionalism in the representation of indigent individuals in Utah.

THE UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions, and Utah law.

The membership of the Commission includes key leaders in state and local government, criminal defense, and indigent defense services.

The Commission works with the state, local governments, indigent defense providers, and other stakeholders to provide guidance on standards for constitutional representation, gather data and information about indigent defense service provision, award grants to improve indigent defense services, and support the regionalization of indigent defense services throughout the state.

¹The Utah Indigent Defense Commission is mandated to “adopt minimum guidelines for an indigent defense system to ensure the effective representation of indigent individuals consistent with the requirements of the United States Constitution, the Utah Constitution, and the Utah Code.” Indigent Defense Act, Utah Code § 78B-22-404(1)(a).

² “Indigent Defense System” or “system” refers to the local government entity that is responsible for providing indigent defense services in its respective state, county, or city courts; and the term includes counties, cities, towns, and any “interlocal entity . . . responsible for providing indigent defense services according to the terms of an agreement between a county, city, or town.” Indigent Defense Act, § 78B-22-102(7).

PRINCIPLE 1/ ORGANIZATIONAL CAPACITY OF DEFENSE SYSTEM IS SUFFICIENT TO ENSURE COMPLIANCE WITH CORE PRINCIPLES

A system's ability to meet the principles articulated herein requires a threshold structural and resource capacity—for example, an adequate budget, administrative resources, and the ability to monitor attorney and system performance. Critical to this capacity is the collection and regular review of reliable data and information about the services and quality of representation that a system is providing.³

If an indigent defense system lacks such capacity, efforts must be made to improve the system's organization—for example, through adopting a managed assigned counsel (MAC) system, public defender office, and/ or through pursuing interlocal, resource-sharing agreements.

PRINCIPLE 2/ SYSTEM PROVIDES COUNSEL TO ALL ELIGIBLE DEFENDANTS, MINORS, AND RESPONDENTS WHO DO NOT KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVE COUNSEL

Rights. The U.S. Constitution, the Utah Constitution, and Utah law guarantee the right to counsel. That right extends under Utah law to all accused persons facing any possibility of incarceration or detention,⁴ and to parents/legal guardians subject to child welfare proceedings and/or petitions to terminate their parental rights,⁵ regardless of financial status.

Responsibilities. Systems must ensure individuals facing these proceedings, who are unable to afford counsel, are provided counsel at government expense.⁶ Systems must also ensure the presence of defense counsel at all court proceedings, to avoid creating practical barriers to appointment or any pressure to waive counsel.

Restrictions. If a system seeks to recover/recoup public defender fees, it must strictly adhere to the statutory limitations and processes, to avoid undermining the right to counsel.⁷ A system

³ Indigent Defense Act, §78B-22-404(1)(c). The commission shall, "identify and collect data from any source, which is necessary for the commission to: (i) aid, oversee, and review compliance by indigent defense systems with the commission's minimum guidelines for the effective representation of indigent individuals; and (ii) provide reports regarding the operation of the commission and the provision of indigent defense services by indigent defense systems in the state."

⁴ Indigent Defense Act, §§ 78B-22-102(8) (defining a minor who is "arrested and admitted into detention" or who is "charged by petition or information in the juvenile or district court" as indigent for the entitlement to court-appointed counsel), 78B-22-201 (explaining the other individuals who are entitled to the right to counsel)

⁵ Indigent Defense Act, § 78B-22-201(1)(b)(parent and legal guardians have the right to counsel in abuse, neglect, or dependency proceedings; termination of parental rights; adult offenses; or proceedings listed in § 78B-6-112).

⁶ Indigent Defense Act, §§ 78B-22-102(7) (requiring cities, towns, and counties to provide indigent defense services), and 78B-22-202(2), 78B-22-203(1) (requiring a court to determine indigency, and upon finding indigency, to appoint an indigent defense service provider under contract with a system to represent indigent individuals).

⁷ Recoupment of public defender fees is permissible with limitations. Such fees cannot be combined with a plea agreement and must only happen post-conviction after a court makes an independent "ability to pay" determination. Utah Code §77-

may not, for example, assess fees without individualized assessments for each convicted individual, as statute requires the court to consider financial resources and the burden any fee will cause before imposing it. Systems reinvest any recouped funding in indigent defense services.

PRINCIPLE 3/ SYSTEM PROVIDES PROPER SCOPE OF REPRESENTATION

- **Principle 3A/ Scope of Representation: Attorney Activity**

Effective representation requires attorney activity that is meaningfully addressing the allegations facing each client. Accordingly, indigent defense systems shall ensure that attorneys are regularly engaged in a scope of practice wherein the attorney will:

- Develop a theory of the case that guides the case strategy;
- Pursue available evidence through discovery and investigation;
- Examine and review all available evidence;
- File appropriate motions;
- Advise the client on the strengths and weaknesses of the state's case and on all implications of a plea offer, including direct and collateral consequences of accepting the plea offer;
- Litigate or adjudicate the allegations, unless a plea offer is consistent with the client's expressed wishes and represents a benefit to the client; and
- Use investigative and other defense resources, as appropriate.

- **Principle 3B/ Scope of Representation: Stages of the Proceedings**

Early Appointment. Systems must ensure that as soon as feasible, defense counsel is assigned and notified of appointment, and indigent individuals are notified of the identity of assigned counsel and how to contact counsel.⁸

Continuity. Systems must ensure an indigent individual has access to counsel at all critical stages of criminal proceedings,⁹ and in delinquency and child welfare proceedings that

^{32a-108} ("The court may not include in the judgment a sentence that a defendant pay costs unless the defendant is or will be able to pay them. In determining the amount of costs, the court shall take into account the financial resources of the defendant, the nature of the burden that payment of costs will impose, and that restitution is the first priority."); *Fuller v. Oregon*, 417 U.S. 40, 45 (1974).

⁸ Utah R. Prof. Conduct. 1.4 (Communication).

⁹ A critical stage is "every stage of a criminal proceeding where substantial rights of a criminal accused may be affected." *Mempa v. Rhay*, 389 U.S. 128, 134 (1967). The right attaches when "formal judicial proceedings have begun." *Rothgery v. Gillespie County*, 554 U.S. 191, 212 (2008).

indigent individuals have counsel to represent them at all stages of the juvenile court proceedings.¹⁰

Consistency. Systems must ensure representation commences in a timely manner, extends for the proper period of representation, and proceeds with reasonable continuity, unless the client's needs dictate otherwise—meaning the same attorney must continuously represent a client, where feasible, until a case concludes.¹¹

PRINCIPLE 4/ SYSTEM PROVIDES REPRESENTATION THAT IS INDEPENDENT AND FREE FROM INTERFERENCE

Indigent defense counsel's primary and most fundamental responsibility is to promote and protect the interests of client. A system must ensure defense counsel is free to defend clients zealously, based on counsel's own judgement, and without fear of termination, reduction in compensation, reduction in staff, or reduction in defense resources.¹² The selection, funding, and payment of defense counsel should be independent of the judiciary and the prosecution.¹³

PRINCIPLE 5/ SYSTEM RECOGNIZES DISTINCT AREAS OF SPECIALIZATION WITHIN INDIGENT DEFENSE

Indigent defense encompasses distinct areas of practice—criminal defense, delinquency defense, parental defense, and appellate advocacy.¹⁴ Each is its own area of specialization, requiring a skills and knowledge distinct from what is required to practice in any other area.

Indigent defense systems must separately account for criminal defense, delinquency defense, parental defense, and appellate advocacy in their employment and contracting arrangements.¹⁵

¹⁰ Minors are entitled to appointed counsel. Indigent Defense Act, §§ 78B-22-102(8)(a), 78B-22-203(1)(a). Once appointed, providers “shall provide indigent defense services for the indigent individual in all court proceedings in the matter for which the indigent defense service provider is appointed.” §§ 78B-22-203(1)(a), 78B-22-202(1)(b).

¹¹ System should ensure defense counsel does not withdraw from representation inappropriately, as defense counsel is required at probation revocation hearings. Memph. 389 U.S. at 137.

¹² Indigent Defense Act, § 78B-22-404(1)(a)(ii)(A) (systems must ensure providers have “the ability to exercise independent judgment without fear of retaliation and [are] free to represent an indigent individual based on the indigent defense service provider’s own independent judgment”).

¹³ The “independence of counsel” is “constitutionally protected.” Strickland v. Washington, 466 U.S. 668, 689 (1984).

¹⁴ Indigent Defense Act, § 78B-22-201(1) (outlining the right to counsel in these four practice areas).

¹⁵ Indigent Defense Act, § 78B-22-404(1)(a)(i)(B) (systems must ensure “a separate contract for each type of indigent defense service”).

PRINCIPLE 6/ SYSTEM ENSURES THE RIGHT TO APPEAL

Indigent defense systems must provide counsel for any first appeal of right,¹⁶ and must separately account for the provision of appellate services to ensure the right to appeal.

PRINCIPLE 7/ SYSTEM PROVIDES REPRESENTATION THAT IS FREE FROM CONFLICTS OF INTEREST

Effective representation is representation that is zealous, diligent, and free from conflicts of interest—as defined in the Utah Rules of Professional Conduct.¹⁷ Indigent defense systems shall ensure that defense counsel manages conflicts of interest issues as required by the Utah Rules of Professional Conduct.¹⁸ Systems shall provide appropriate employment and separate arrangements to account for conflict cases.¹⁹ Those arrangements shall not create for defense counsel a financial disincentive to declare a conflict.²⁰

PRINCIPLE 8/ SYSTEM PROVIDES EFFECTIVE REPRESENTATION

Effective representation depends upon the zealous advocacy of qualified counsel, who receives training, has appropriate caseloads, access to defense resources, and proper compensation.

- Principle 8A/ Qualifications and Training**

Indigent defense systems must ensure defense counsel's ability, training, and experience

¹⁶ Indigent Defense Act, §§ 78B-22-201(1)(c), 78B-22-203(1)(a); *Douglas v. California*, 372 U.S. 353 (1963) (explaining that individuals who are “appealing a first appeal from a conviction or other final court action” have the right to counsel throughout the proceedings, and if such individuals are indigent, counsel will be appointed for them).

¹⁷ Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure indigent individuals receive zealous and conflict-free indigent defense services); Utah R. Prof. Conduct. 1.1 (Competence), 1.2 (Allocation of Authority Between Client and Lawyer), 1.3 (Diligence), 1.4 (Communication), 1.6 (Confidentiality of information), 1.7 & 1.8 (Conflicts of Interest), 1.9 (Duties to Former Clients), 1.10 (Imputation of Conflicts of Interest), 1.14 (Client with Diminished Capacity), 1.15 (Safekeeping property), 1.16 (Declining or terminating representation), 1.18 (Duties to Prospective Client), 6.2 (Accepting Appointments).

¹⁸ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(H) (systems must ensure indigent service providers have “the ability to meet the obligations of the Utah Rules of Professional Conduct, including expectations on client communications and managing conflicts of interest”).

¹⁹ Indigent Defense Act, § 78B-22-404(1)(a)(i)(A) (systems must ensure an indigent individual receives conflict-free indigent defense services), Utah R. Prof. Conduct 1.7 through 1.10.

²⁰ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with “adequate compensation without financial disincentives”).

match the complexity of the case.²¹ Systems must require counsel to receive continuing legal education in the areas indigent defense representation in which they practice.²²

- **Principle 8B/ Appropriate Caseloads**

Indigent defense systems must control defense counsel's total workload (including private and indigent caseloads in other jurisdictions) to allow for effective representation of each client. Total caseload must be set at a level that allows defense counsel to undertake the scope of work required to test the state's evidence in a meaningful way in each case.²³

- **Principle 8C/ Access to Defense Resources**

Indigent defense systems must equip defense counsel with the tools necessary to provide effective representation, by providing access to defense resources, which may include "costs for a competent investigator, expert witness, scientific or medical testing, transcripts, and printing briefs,"²⁴ social workers, interpreters, and forensic services. Systems must avoid conflicts or disincentives for defense counsel—for example, flat rate contracts where counsel pays for services from their compensation, or procedures requiring defense counsel to reveal a request for resources to prosecutors.

- **Principle 8D/ Proper Compensation**

Indigent defense systems must adopt appropriate rates and methodologies of compensation, sufficient to attract qualified applicants and to incentivize effective representation, which take into account the time, work, and complexity required to provide effective representation.

Indigent defense systems must avoid employment or contracting arrangements that create disincentives for effective representation—for example, flat fee contracts that provide no limit on the cases defense counsel will be assigned.²⁵ Systems must provide counsel with the ability to seek additional compensation for extraordinary cases, or additional attorneys when caseloads are too high.

²¹ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(F) (systems must ensure providers have "appropriate experience or training in the area for which the indigent defense service provider is representing indigent individuals").

²² Indigent Defense Act § 78B-22-404(1)(a)(ii)(G) (systems must ensure compensate providers "for legal training and education in the areas of the law relevant to the types of cases for which the indigent defense service provider is representing indigent individuals").

²³ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(D) (systems must ensure all providers have "a workload that allows for sufficient time to meet with clients, investigate cases, file appropriate documents with the courts, and otherwise provide effective assistance of counsel to each client").

²⁴ Indigent Defense Act, §§ 78B-22-102(4) & 78B-22-404(1)(a)(ii)(B).

²⁵ Indigent Defense Act, § 78B-22-404(1)(a)(ii)(E) (systems must provide indigent defense providers with "adequate compensation without financial disincentives").



**CORE PRINCIPLES FOR
APPOINTED ATTORNEYS
REPRESENTING INDIGENT PARENTS
OR LEGAL GUARDIANS
IN CHILD WELFARE PROCEEDINGS**

DRAFTING AND REVIEW COMMITTEE

Margaret Lindsay	Kirstin Norman
Lisa Lokken	Jojo Liu
Jason Richards	

USER STATEMENT

The Utah Indigent Defense Commission adopted these “Core Principles for Appointed Attorneys Representing Indigent Parents or Legal Guardians in Child Welfare Proceedings” in February 2018 to provide advisory guidance to indigent defense systems, parent attorneys, and other juvenile court stakeholders. Nothing in these core principles is considered the rendering of legal advice with respect to specific cases.

UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions.

The membership of the Commission includes key leaders in state and local government, criminal defense, indigent defense services, and the courts.

The Commission works with the state, local governments, indigent defense providers, and other stakeholders to: provide guidance on standards for constitutional representation, gather data and information about local indigent defense services, award grants to improve local indigent defense services, and encourage and aid in the regionalization of indigent defense services throughout the state.

PRINCIPLE 1/ ROLE OF THE ATTORNEY

The attorney appointed to represent a parent or legal guardian in child welfare proceedings—hereinafter “the parent attorney” – works to protect a parent’s constitutional and legal rights in the care and custody of their child(ren). The role extends beyond mere attendance at scheduled court hearings and includes out-of-court support to the client, active collaboration with other stakeholders on the case, and developing a strength-based narrative of the client that guides every aspect of the case.

The parent attorney plays a critical role in the appropriate functioning of the child welfare system. Effective advocacy by the parent attorney improves system decision making, strengthens families, and results in better outcomes for subject children.¹

PRINCIPLE 2/ DUTIES TO CLIENT

The duties owed by the parent attorney to their client include:

- confidentiality;
- undivided loyalty, which includes identifying and addressing any conflicts of interest²;
- handling the matter with a sense of urgency while being sensitive to the individual needs of the client;
- regular and meaningful communication with the client, with the goal of engaging the client in the process, including mediation, and empowering the client to make informed decisions;
- frequent communication with DCFS, services providers, and other stakeholders;
- conveying to the client the critical importance of staying in contact with the parent attorney; and
- establishing, in each case, the best means of staying in contact with the client.

¹ E.g., Courtney, Mark E., and Jennifer L. Hook. 2012. "Evaluation of the impact of enhanced parental legal representation on the timing of permanency outcomes for children in foster care." *Children and Youth Services Review* 34(7): 1337-43 (finding that enhancements in parental representation in Washington State improved permanency outcomes for children). An executive summary of the study findings is available at: <https://olis.leg.state.or.us/liz/2013I1/Downloads/CommitteeMeetingDocument/31635>

² The attorney should maintain a case and file management system sufficient to enable conflict checks. The parent attorney should also avoid, whenever possible, representing two or more individuals involved in the same dependency or termination proceeding absent unusual circumstances.

PRINCIPLE 3/ TRAINING AND ONGOING EDUCATION

Parental defense is an area of distinct specialization, requiring specialized training and ongoing legal education.

On an ongoing basis, the parent attorney should:

- seek training in areas of law and practice relevant to parental defense practice (see Guideline #4, below);
- seek consultation and mentorship from experienced practitioners in areas of relevant law and practice less familiar to the parent attorney; and
- seek affiliation and mutually supportive relationships with other parent attorneys.

PRINCIPLE 4/ AREAS OF KNOWLEDGE AND EXPERTISE

The specialized nature of parental defense practice requires adherence to and familiarity with relevant areas of law, policy, research, and practice, including:

- permanency timelines;
- federal statutes, regulations, policies, and rules, including the Indian Child Welfare Act, the Adoption and Safe Families Act, and the Family First Prevention Services Act;
- state statutes, regulations, policies, and rules, including: the Utah Rules of Juvenile Procedure, the Utah Rules of Civil Procedure, the Juvenile Court Act, the Utah Rules of Evidence, and the Utah Rules of Appellate Procedure;
- federal and state child welfare caselaw;
- court rules and local court protocols;
- child development principles and research, particularly the importance of attachment and bonding and the harms of parental separation;
- child welfare and family preservation services available in the community;
- the role and authority of DCFS and any administrative regulations, policies, or laws that govern DCFS practices; and
- working knowledge of the types of experts who can consult with attorneys and/or testify on parenting, remedial services, and other child welfare issues.

PRINCIPLE 5/ SCOPE OF REPRESENTATION

Effective representation commences in a timely manner, extends for the entire life of the case, and proceeds with reasonable continuity. The parent attorney should:

- represent the client from the initial court proceeding or shelter hearing through all subsequent dependency and/or termination proceedings until court jurisdiction is terminated;
- be present at all court hearings and avoid continuances unless there is a benefit for the client; and
- advocate for parents at mediation, Family Team Meetings, and other agency meetings that take place outside of court, whether directly or through the participation of a defense team social worker, where available.

PRINCIPLE 6/ CHALLENGING REMOVAL, ALLEGATIONS, AND TERMINATION

Effective representation requires addressing the allegations against the client. The parent attorney should:

- articulate a strength-based narrative about the client;
- develop a theory of the case and proactive case strategy;
- pursue fact development through discovery and investigation;
- pursue legal arguments through motion practice and briefing;
- present competent evidence through the use of witnesses, exhibits, and/or documentation;
- document and track all that is being done by DCFS and encouraging the client to do the same;
- evaluate “reasonable efforts” at every stage of the proceedings;
- litigate the issue of “reasonable efforts,” where appropriate; and
- use experts as defense consultants and/or witnesses, where appropriate.

PRINCIPLE 7/ AFFIRMATIVE ADVOCACY FOR PLACEMENT, SERVICES, AND PARENT TIME

Effective representation of a parent in child welfare cases generally requires representation beyond the legal and factual claims against the parent. The parent attorney should actively advocate for placement, services, and meaningful parent time. Specifically, the parent attorney should:

- advocate for kinship placements, where appropriate, if the court orders removal from the home;
- advocate for meaningful and robust parent time, which may include utilizing third-party supervised visits to increase parenting opportunities;
- engage in proactive case planning, which may include proposing alternative case plans, service providers, and parent time schedules that are most supportive of family reunification;
- challenge the services offered by DCFS when those services are not appropriate or sufficient;
- obtain referrals and services from the very beginning of the case, when possible; and
- pursue, where appropriate, motion practice and litigation directed towards improving placement options, services, and parent time.

PRINCIPLE 8/ WORKLOAD

The parent attorney should not carry a total workload that interferes with the ability to render effective assistance of counsel to each client.

PRINCIPLE 9/ APPELLATE ISSUES

The parent attorney must preserve and protect a client's right to appeal. The attorney should:

- be familiar with the rules of appellate procedure, particularly those pertaining to filing deadlines;
- preserve issues for appeal;
- counsel the client on appellate rights and guide the client through the decision making process regarding possible appeal;
- conduct a reasonable search for a missing client to obtain requisite signatures;
- timely and thoroughly file the notice and Petition on Appeal if the client elects to appeal; and
- principally author any documents filed with the Court of Appeals, including but not limited to the Petition on Appeal.³

PRINCIPLE 10/ SYSTEM ADVOCACY AND IMPROVEMENT

The parent attorney plays an important role in ensuring that the child welfare system functions fairly and avoids unnecessary state intervention in family relationships.

The parent attorney should, when possible, seek to:

- actively participate in policy development and review;
- monitor proposals to change court rules;
- participate in local or statewide committees relevant to juvenile court; and
- advocate for adequate defense resources to provide effective assistance.

³ While the use of support staff, including the use of paralegals on appeals, can be a beneficial means of managing an attorney's caseload, the primary responsibility of the appeal remains with the attorney.

Contact the IDC:

Joanna Landau, Director
jlandau@utah.gov
mobile: 801.209.5440

Jojo Liu, Assistant Director
jliu@utah.gov
mobile: 801. 903.3176



**CORE PRINCIPLES FOR
APPOINTED ATTORNEYS
REPRESENTING YOUTH IN
DELINQUENCY PROCEEDINGS**

DRAFTING AND REVIEW COMMITTEE

Pam Vickrey	Elizabeth Hunt	Andrea Martinez-Griffin
Margaret Lindsay	J. Robert Latham	Jojo Liu
Mark Moffat	Erin Hill	

USER STATEMENT

The Utah Indigent Defense Commission promulgated the Core Principles for Appointed Attorneys Representing Youth in Delinquency Proceedings in February 2018 to provide advisory guidance to indigent defense systems, delinquency defense attorneys, and other juvenile court stakeholders. Nothing in these core principles is considered the rendering of legal advice with respect to specific cases.

UTAH INDIGENT DEFENSE COMMISSION

The Utah Indigent Defense Commission was created by legislation in 2016 to help the state ensure its indigent defense services are consistent with the United States and Utah Constitutions.

The membership of the Commission includes key leaders in state and local government, criminal defense, indigent defense services, and the courts.

The Commission works with the state, local governments, indigent defense providers, and other stakeholders to: provide guidance on standards for constitutional representation, gather data and information about local indigent defense services, award grants to improve local indigent defense services, and encourage and aid in the regionalization of indigent defense services throughout the state.

Principle 1/ ROLE OF THE ATTORNEY

The central role of the delinquency defense attorney is the protection of the client's procedural and substantive rights through ethical, competent, and effective representation.

Ethical, competent, and effective representation is independent, conflict-free, individualized, developmentally appropriate, and based on the client's expressed wishes.¹

Principle 2/ DUTIES TO CLIENT

Ethical representation by the delinquency defense attorney encompasses the same type of duties owed to adult clients, in addition to duties that arise from the youth status of the client.

The attorney's duties include:

- undivided loyalty, which includes identifying and addressing any conflicts of interest²;
- confidentiality³;
- regular, developmentally appropriate communication sufficient to enable:
 - the attorney's understanding of the client's expressed wishes;
 - the client's understanding of the allegations, court proceedings, case developments, available evidence, likelihood that the allegations would be found true at trial, and likely dispositional options; and
 - the client's knowing and voluntary decisions regarding plea offers;
- an obligation to monitor the competency of the client throughout the pendency of the delinquency case and to litigate issues of competency, where appropriate; and
- a responsibility to gather, in each individual case, the relevant client background information, which commonly includes education history, mental health history, medical history, immigration status, and family history.

¹ The delinquency defense attorney acts as the client's voice in the proceedings, advocating for the client's expressed interests, not the client's "best interests" as determined by counsel or any other interested party. See, Rule 1.14(a) "Client with Diminished Capacity" and Rule 1.2(a) "Scope of Representation and Allocation of Authority between Client and Lawyer" of the Utah Rules of Professional Conduct.

² At minimum, the attorney should maintain a case and file management system sufficient to enable conflict checks. The attorney should operate under the presumption that representing co-minors is likely to harm the quality of representation of one or both clients.

³ Effective representation generally requires robust communication with the client's parent(s). However, the attorney should be mindful there exists no exception to the duty of confidentiality for parent communications. Relatedly, attorney-client communications in the presence of parents are likely not protected by the attorney-client privilege.

Principle 3/ AREAS OF KNOWLEDGE AND EXPERTISE

The specialized nature of delinquency defense practice requires knowledge in several areas of law, policy, research, and practice, including:

- constitutional law as it relates to criminal procedure and issues of due process;
- the Utah Rules of Juvenile Procedure, the Utah Rules of Civil Procedure, the Juvenile Court Act, the Utah Criminal Code, the Utah Rules of Evidence, and the Utah Rules of Appellate Procedure;
- relevant federal and state caselaw;
- court rules and local court protocols;
- collateral consequences of allegations adjudicated to be true in juvenile court;
- collateral consequences of arrest and referral, whether or not adjudicated;
- relevant agency procedures, including those of school systems, Department of Human Services, Juvenile Justice Services, Department of Children and Family Services, Probation, Department of Mental Health, and local mental health authorities;
- law, rules, and procedures related to competency in juvenile court;
- adolescent development concepts as they relate to client relations, competency issues, suppression issues, culpability, and dispositional advocacy; and
- related areas of law, including immigration law and education law, sufficient to allow the attorney to identify issues and make appropriate referrals.

Principle 4/ QUALIFICATIONS, TRAINING, AND ONGOING EDUCATION

Delinquency defense is a complex specialty, requiring specialized training and ongoing legal education.

The delinquency defense attorney should limit their representation to cases for which they have the requisite expertise and qualifications.

On an ongoing basis, the attorney should:

- seek and participate in training in areas of law and practice that specifically impact delinquency defense practice (see “Principle 4/ Areas of Knowledge and Expertise,” above);
- seek consultation and mentorship from experienced practitioners in areas of law and practice less familiar to the attorney;
- become familiar with available resources and experts with whom they can consult on related areas of expertise, including but not limited to immigration law, educational advocacy, mental health services, and treatment options; and
- seek affiliation and mutually supportive relationships with other delinquency practitioners.

Principle 5/ SCOPE OF REPRESENTATION

Effective representation commences in a timely manner, extends for the proper period of representation, and proceeds with reasonable continuity. The attorney should:

- represent the client from the initial court proceeding through all subsequent delinquency proceedings until court jurisdiction is terminated, including at detention hearings, post-dispositional hearings, contempt proceedings, in-court reviews, and restitution hearings⁴;
- be present at all court hearings and avoid continuances unless there is a benefit for the client; and
- maintain continuity of representation, avoiding substitutions of counsel whenever possible.

Principle 6/ ADDRESSING THE ALLEGATIONS

Effective delinquency defense necessarily means meaningfully addressing the allegations faced by the client. The attorney should:

- develop a theory of the case that guides the case strategy;
- pursue available evidence through discovery and investigation;
- examine and review all available evidence;
- file appropriate motions;
- advise the client on the strengths and weaknesses of the state's case and on all implications of a plea offer, including direct and collateral consequences of accepting the plea offer;
- adjudicate the allegations against the client unless the plea offer is consistent with the client's expressed wishes and represents a benefit to the client;
- use expert and other defense resources, as appropriate; and
- utilize an multidisciplinary defense team model, where those services are available.

Principle 7/ DISPOSITIONAL ADVOCACY

Dispositional advocacy is a core aspect of delinquency defense. Effective dispositional advocacy requires that the attorney:

- advocate for treatment and placements that serve the needs of the individual client, leverage pre-existing strengths and supports, and are consistent with the client's expressed interests;
- actively research all available dispositional options, not limited to only those proposed by the probation department;
- present meaningful dispositional alternatives for the court's consideration, when available; and
- ensure court-ordered services are delivered in the least restrictive setting possible.

⁴ Utah Code §77-32-804(1)(a)(ii)(C) ("an indigent defense system shall ensure (...) the ability to provide representation(...) at all stages to indigent parties in juvenile delinquency and child welfare proceedings.")

Principle 8/ CLIENTS FACING RISK OF ADULT PROSECUTION

Cases where the client faces the possibility of adult prosecution—i.e., Serious Youth Offender (SYO) and “certification” cases—are necessarily high stakes, complex, labor-intensive, and require additional practice considerations.

The attorney handling an SYO case or “certification” case should:

- possess prior experience with such cases or seek the involvement of another attorney who has such experience;
- utilize investigators to address the factual issues in the case⁵;
- have authoritative knowledge of the SYO and “certification” statutes, including the provisions on retention criteria, burdens of proof, and standards of proof;
- thoroughly pursue documentation for each retention factor;
- utilize an expert or experts to develop a social and psychological history and provide assessments regarding any mental or behavioral impairments, including cognitive deficits, mental illness, developmental disabilities, and neurological deficits;
- consult with a criminal defense attorney regarding district court practices that may inform case planning;
- if the client is bound over to district court, advocate for the client to remain housed in juvenile detention during the pendency of the district court case and cooperate with the attorney handling the district court case; and
- attend any available training or CLE on topics relevant to SYO and “certification” cases.

Principle 9/ WORKLOAD

The delinquency defense attorney should not carry a total workload that interferes with the ability to render effective assistance of counsel to the client in every case.

Principle 10/ APPELLATE REPRESENTATION

The delinquency defense attorney must preserve and protect a client’s right to appeal. The attorney should:

- be familiar with the rules of appellate procedure;
- preserve issues for appeal, including through motions practice and clear objections;
- counsel the client regarding appellate rights and guide the client through the decision making process regarding possible appeal;
- file the Notice of Appeal, if the client chooses to appeal; and
- cooperate with appellate counsel, if applicable.

⁵ See, Houskeeper v. State, 197 P.3d 636 (Utah 2008) (finding that the delinquency defense attorney was ineffective by failing to investigate and by not putting on any defense witnesses.)

Principle 11/ SYSTEM ISSUES AND IMPROVEMENT

System issues in the juvenile justice system can have a significant impact on individual case outcomes.

The delinquency defense attorney, moreover, plays an important role in ensuring that the juvenile justice system promotes accuracy, fairness, non-discrimination, and rehabilitation.

The attorney should seek to:

- participate in policy development and review;
- monitor proposals to change court rules;
- advocate for adequate resources to provide effective assistance;
- advocate for the elimination of disproportionate minority contact in the juvenile justice system;
- report any harmful conditions of confinement; and
- maintain adequate records to facilitate engagement in systems advocacy.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

FEBRUARY 2, 2021

Agenda Item: F

TITLE:	Approving amendment and extension of Public Defender Agreement
FISCAL IMPACT:	\$28,000 (budgeted)
PRESENTER(S):	Chris Baird, Commission Administrator

Prepared By:

Mallory Nassau
Assoc. Commission
Administrator

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the amendment and extension of the Public Defender Agreement.

BACKGROUND:

The Public Defender agreement between Attorney Wise's predecessor and subsequently Mr. Wise expired on December 31, 2020. The prior contract price has not increased since 2011 despite a significant increase in criminal caseloads in both justice and district courts in the last 10 years.

Grand County is planning to apply for grant funding through the Indigent Defense Commission for developing a managing public defender system. The project and funding would not begin until July 1, 2021 and the specific scope and duties of the Public Defender are unknown at this time. While Grand County develops a managing public defender system, we would like to extend Mr. Wise's contract on a month-to-month basis and amend the compensation.

The contract amendment includes the added term of Mr. Wise participating in the planning process for the grant.

ATTACHMENT(S):

- Contract amendment and extension.
- Expired Public Defender contract

**EXTENSION AND AMENDMENT
TO
PUBLIC DEFENDER AGREEMENT**

This **EXTENSION AND AMENDMENT TO PUBLIC DEFENDER AGREEMENT** (the “Extension”), by and among **AARON P. WISE, PLLC**, a Utah professional limited liability company (“Wise” or the “Public Defender”) and **GRAND COUNTY, UTAH**, a political subdivision of the State of Utah (the “County”), is effective as of January 1, 2021.

RECITALS

WHEREAS, Wise’s predecessor and the County executed a Public Defender Agreement on January 18, 2016 for a four-year term at a fixed price (the “Agreement”);

WHEREAS, the original parties assigned the Agreement to Wise on July 1, 2018;

WHEREAS, the contract price for Grand County’s public defender has not increased since 2011 despite a significant increase in criminal caseloads in both justice and district courts in the last 10 years;

WHEREAS, given Grand County’s growing criminal justice system, it is developing a managing public defender system and seeking funding through the state Indigent Defense Commission; and

WHEREAS, the Parties desire to extend the Agreement on a month-to-month basis and amend the compensation paid while Grand County develops a managing public defender system.

NOW THEREFORE, in consideration of the above-recitals and terms below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1 of the Agreement shall be amended and modified to read in its entirety as follows:

Compensation.

- a. The County agrees to pay the Public Defender for the legal services rendered under this Agreement compensation in the amount of nine thousand dollars (\$9,000.00) per month.

- b. Compensation shall be payable within thirty (30) days of invoice. Public Defender shall submit invoices to the Grand County Clerk's Office at 125 East Center Street, Moab Utah, 84532 (or by email at the email address provided by the Clerk's office).
2. Section 2 of the Agreement shall be amended and modified to read in its entirety as follows:

Terms and Termination.

- a. The contract shall be in effect beginning on January 1, 2021 and continuing on a month-to-month basis until terminated by either party.
- b. Either party may terminate this Agreement with thirty (30) days' advance written notice; provided, however, that in the event of disciplinary action by the Utah State Bar against the Public Defender, this contract may be terminated without notice.
- c. If the County terminates this Agreement but seeks the continued services of the Public Defender, the County shall pay the Public Defender at the same rate as its primary conflict public defender at the time of termination.
3. Section 3 of the agreement shall be amended and modified to include the following:
 - f. The Defender shall provide information and consultation to the County as necessary to establish a managing public defender system.
4. Section 10 of the agreement shall be amended and modified to read in its entirety as follows:

Transition Upon Termination of Contract

- a. In the event this appointment is not renewed by the County:
 - i. The Public Defender agrees to cooperate with its successors including filing the necessary pleadings for withdrawal and to deliver all applicable files, information and materials to his successor.

- ii. All matters pending at that time shall become the responsibility of the subsequently appointed public defender.
- iii. In the event the Public Defender is not permitted to withdraw from the representation in any matter by the court upon the conclusion of this agreement and any extensions hereto, the County agrees to compensate the Public Defender at the same rate as its primary conflict public defender.

5. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

AARON P. WISE, PLLC

GRAND COUNTY, UTAH

Aaron P. Wise, Manager/Member

Mary McGann, Chair
Grand County Commission

ATTEST:

Quinn Hall, Clerk/Recorder

GRAND COUNTY, UTAH
PUBLIC DEFENDER
AGREEMENT

THIS AGREEMENT, is made and entered into the 18th day of January 2016, by and between GRAND COUNTY, which shall be called the "County" in this agreement; and Torgerson Law Offices of Price, Utah, who shall be called the "Public Defender" in this agreement.

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

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

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

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

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

1. Compensation.

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

2. Terms, Termination and Compensation.

- a. The contract shall be in effect beginning on January 18, 2016 and continuing through December 31, 2020 (the "Initial Term"). If not earlier terminated pursuant to Section 2(b) or (c) herein, the County may, depending on successful completion of full scope of services, at any time prior to the expiration of the Initial Term or each yearly anniversary thereafter (each, a "Term"), offer Public Defender an option (in writing) to renew the contract for another year.
- b. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall in writing notify the other party of such breach. The other party shall within fifteen (15) days commence all actions reasonably necessary to cure the breach and shall notify the complaining party in writing of the actions taken to cure the breach. In the event that actions reasonably necessary to cure the breach are not timely commenced, the complaining party may terminate this agreement upon ninety (90) days written

notice.

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

3. Legal Services.

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

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

4. Excluded Services.

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

5. Accessibility and Jail Visits.

- a. The Public Defender agrees to the following:

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

6. Non-indigent Clients.

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

7. Conflicts or Inability to Represent.

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

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

8. Reports and Record Keeping.

- a. The Public Defender agrees to maintain records of all representation of indigent clients under the terms of this agreement and to submit written reports to the Grand County Council Administrator of such services every six (6) months. The Public Defender also agrees to present such records in County Council meetings as requested by the Council or the Council Administrator.
- b. Reports shall include historical and annual comparative information as to the number and types of cases or matters handled specifying the types and classes of offenses, courts, particular clients, non-jury trials, jury trials, hearings other than trials, plea- negotiated settlements, and/or such other factors as may be reasonably requested by the County that do not violate attorney client privilege.

9. Disclaimers.

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

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

- a. This Contract shall expire on December 31, 2018, unless either party provides one hundred and twenty (120) days' prior advance written notice to the other of the intent to terminate this Contract.
- b. In the event this appointment is not renewed by the County:
 - i. The Public Defender agrees to cooperate with its successors including filing the necessary pleadings for withdrawal and to deliver all applicable files, information and materials to his successor.
 - ii. All matters pending at that time shall become the responsibility of the subsequently appointed public defender.
 - iii. In the event the Public Defender is not permitted to withdraw from the representation in any matter by the court upon the conclusion of this agreement and any extensions hereto, the County agrees to compensate the Public Defender at the rate of \$75.00 per hour, or as agreed to in special type cases, for services provided beyond the term of this agreement and any extensions thereto.

11. Principal Office and Liaison.

The Public Defender shall notify the Council Administrator of his physical address in Moab or the Spanish Valley, or change of address or phone number within a week of any change thereof.

12. Public Defender Status.

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

13. Non-Assignability.

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

14. Notice to the Parties.

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

- Grand County Council Administrator, 125 East Center Street, Moab, Utah 84532.

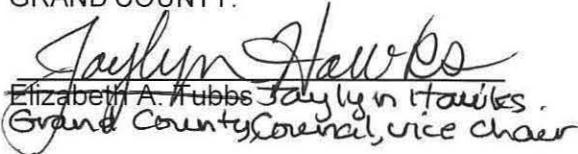
IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each of which shall be deemed an original, on the 15th day of December, 2015.

ATTEST:



Diana Carroll, Clerk/Auditor

GRAND COUNTY:


Elizabeth A. Hubbs Jaylyn Hubbs
Grand County Council, vice chair

PUBLIC DEFENDER: Torgerson Law Offices, P.C.

By: 

Don Torgerson for
Torgerson Law Offices, P.C.

**AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021**

Agenda Item: G

TITLE:	Approving volunteer appointments to the Economic Diversification Advisory Council
FISCAL IMPACT:	N/A
PRESENTER(S):	Chris Baird, Commission Administrator and Elaine Gizler, Economic Development Director

Prepared By:

Mallory Nassau
Assoc. Commission
Admin

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the appointment of _____ and _____ as citizen representatives and the appointment of _____ and _____ as representatives from the public sector or economic development relevant organizations to serve on the Economic Diversification Advisory Council with terms expiring on December 31, 2021.

BACKGROUND:

On December 15, 2020, the Grand County Commission approved the Economic Diversification Advisory Council's creation and associated Bylaws. The Bylaws were approved with five voting members and three ex-officio members. The intention was to further refine voting member qualifications at a future meeting.

On January 19, 2021, the Commission amended the Bylaws regarding members and qualifications.

Section 1. Membership.

- One County Commissioner (Voting Member)
- Two, Grand County citizens with qualified and relevant private sector experience who display knowledge and comprehension of opportunities for and barriers to economic diversification in Grand County (Voting Members)
- Two, representatives from the public sector or organizations relevant to economic development in Grand County (Voting Members)
- County Economic Development Director (Ex-Officio)
- County Planning and Zoning Director (Ex-Officio)
- Designee member of the County Planning Commission (Ex-Officio)

The Council vacancies were published in the Times-Independent and on the Grand County website with the deadline of January 29, 2021. Six applications were submitted. Per the Bylaws, appointments are made by the Commission with one-year terms.

As a new Council, no voting members have been appointed and therefore, the Council cannot follow the process of interviewing applicants and making recommendations to the Commission. In lieu of this, the Commission will conduct interviews during the February 2, 2021 meeting and appoint the voting members. The County Commissioner assigned as a voting member will be determined in a separate agenda item.

ATTACHMENT(S):

1. Applicant Interview Questions
2. Applications Received
3. Resolution 3260

**Economic Diversification Advisory Council
Interview Questions**

- 1) Please tell us about yourself and why you are applying to be on the Economic Diversification Advisory Council.
- 2) Describe your experience engaging in diversified economic activities, in Grand County or elsewhere.
- 3) From your perspective, what are three of the strongest assets that Grand County has in the pursuit of a more diversified economy? What are the three of the strongest barriers?
- 4) Describe your vision for a diversified economy in Grand County.

GRAND COUNTY, UTAH

RESOLUTION NO. 3260 (2021)

**A RESOLUTION OF GRAND COUNTY AMENDING RESOLUTION 3257 UPDATING
THE GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL
BYLAWS**

WHEREAS, The current economy is summarized in the 2018 EDC Utah Community Assessment as follows:

- tourism-related employment and GDP accounts for over 50% of Grand County's economy;
- wage trends are positive, though annual wages are still low compared to Utah and national averages;
- median household income is 71% of the state median household income;
- median age in Grand County is significantly older than the state median age; and
- education levels in Grand County align with state averages more closely than many other rural Utah counties;

WHEREAS, economic diversity is an essential component for a healthy society and economy, and a diverse economy is more resilient against unexpected or uncontrollable market volatility;

WHEREAS, Grand County wishes to shorten the gap between wages and a cost of living by creating, attracting, and growing higher paying job opportunities for its residents;

WHEREAS, the social and economic impacts of COVID-19 has driven an increased demand for remote workforce development and corporate relocation to rural, destination locations;

WHEREAS, the Grand County Economic Diversification Action Plan provides an accurate overview of the current barriers to economic diversification and broader community development needs;

WHEREAS, the Grand County Commission ("Commission") recognizes the need to provide a clear direction and measurable goals and objectives for staff in the commitment to diversify the economy in Grand County;

WHEREAS, the existing Grand County Economic Development Advisory Board is focused on SB95 funding and the facilitation and distribution of grants and public monies;

WHEREAS, the Commission recognizes that Planning and Zoning is an integral component to a diversified economy in Grand County;

WHEREAS, the Grand County Economic Development Director would benefit from a small council of business professionals and economically acute citizens to assist in efforts to diversify the economy in Grand County;

WHEREAS, the Commission recognizes the need for an advisory council to assist in policy development and advise on issues relating to economic diversification in Grand County; and

WHEREAS, the Commission has identified the need for the Grand County Economic Diversification Advisory Council to review existing and future ordinances to identify and mitigate barriers to economic diversification and assist the Commission and staff in completing an updated Economic Development Strategic Plan for the General Plan Update in 2021.

WHEREAS, the Commission approved the Grand County Economic Diversification Advisory Council on December 15, 2020; and

WHEREAS, the Commission determined Bylaw amendments were necessary to clarify council composition and voting member qualifications.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby:

1. Amend the Bylaws for the Grand County Economic Diversification Advisory Council (“EDAC”), attached hereto as Exhibit A.

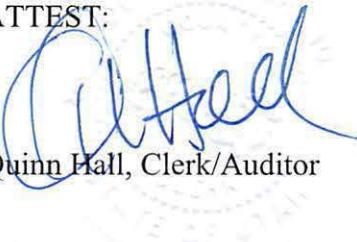
APPROVED by the Grand County Commission in open session this 19th day of January, 2021, by the following vote:

Those voting aye: Clapper, Hadler, Hedin, McGann, Stock, Walker, Woytek _____

Those voting nay:

Those absent:

ATTEST:



Quinn Hall, Clerk/Auditor

Grand County Commission



Mary McGann

Mary McGann, Chair

Exhibit A

Grand County EDAC Bylaws

(See attached)

Exhibit A

BYLAWS OF THE GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL ("EDAC")

ARTICLE I. NAME OF ORGANIZATION

The name of the Organization shall be the Grand County Economic Diversification Advisory Council (EDAC" or the "Council").

ARTICLE II. BOARD PURPOSE

The Council is organized to assist the Grand County Commission (the "Commission") in reviewing ordinances to identify barriers to economic diversification and to recommend policy and law that enhance opportunities for economic diversification in Grand County. The Council shall also serve as a resource for the Grand County Economic Development Director, the Grand County Planning and Zoning Director, and as an advisory council to the Grand County Commission on issues pertaining to economic diversification. The Council is advisory only; membership in the Council does not empower any Member to speak for or represent the County.

ARTICLE III. MEMBERSHIP

Section 1. Membership

The Membership of the Council shall be as follows:

- One County Commissioner (Voting Member)
- Two, Grand County citizens with qualified and relevant private sector experience who display knowledge and comprehension of opportunities for and barriers to economic diversification in Grand County (Voting Members)
- Two, representatives from the public sector or organizations relevant to economic development in Grand County (Voting Members)
- County Economic Development Director (Ex-Officio)
- County Planning and Zoning Director (Ex-Officio)
- Designee member of the County Planning Commission (Ex-Officio)

The voting Members are appointed by and serve the Commission. The designee member of the Planning Commission is chosen by the Planning Commission. Attendance and participation by the Grand County Administrator and executive staff is encouraged, but not mandatory.

Section 2. Term

Each Member shall serve a one-year term. The Commission may appoint Members to successive one-year terms.

Section 3. Attendance Requirements

Each Member of the Council shall attend at least 75% of the meetings of the Board per year or the Member's seat shall be referred to the Commission for replacement.

Section 4. Vacancies

Whenever any vacancy occurs in the Council, it shall be filled without undue delay by the Commission.

ARTICLE IV. MEETINGS OF MEMBERS

Section 1. Regular Meetings

Regular meetings of the Members shall be held at least quarterly, at a time and place designated by the Council Chair.

Section 2. Annual Meetings

An annual meeting of the members shall take place in the first quarter of the year, the specific date, time and location of which will be designated by the Chair. At the annual meeting, the members shall elect officers, receive reports on the activities of the council, create a calendar of regular meetings, and determine priorities and activities for consideration in the coming year.

Section 3. Special Meetings

Special meetings may be called by the Chair or a simple majority of the Council.

Section 4. Notice of Meetings

Voting Members shall receive notice of each regular meeting through approval of the calendar of regular meetings. Electronic notice of any other meeting shall be given to each Voting Member not less than two days prior to the meeting. The Board will also follow the Open and Public Meetings Act (Utah Code Title 52, Chapter 4), which mandates that notice and the agendas of public meetings be posted and available to the public.

Section 5. Quorum

A quorum for a meeting of the Members shall consist of at least 3 of the Voting Members; provided, however, that one Voting Member shall have power to adjourn a meeting to a specified later date without notice where a quorum cannot be met.

Section 6. Voting

All issues to be voted on shall be decided by a simple majority of Voting Members present at the meeting in which the vote takes place.

ARTICLE V. OFFICERS

Section 1. Offices

The officers of the Council shall be the Chair, Vice-Chair, and Secretary. All officers must be members of the Council.

Section 2. Chair

The Chair shall preside at all meetings of the membership and shall have the power to sign all correspondence from the Council to the Commission.

Section 3. Vice-Chair

The Vice-Chair shall be vested with all the powers and shall perform all the duties of the Chair during the absence of the latter.

Section 4. Secretary

The Secretary shall attend all meetings of the Council, and all meetings of members and shall act as a clerk thereof. The Secretary's duties shall consist of:

- Assisted by a county staff member, they shall record all votes and minutes of all proceedings.
- Assisted by a county staff member, they shall send notices of all meetings to the public.

Section 5. Election of Officers

Officers shall be appointed by majority vote of the Council at each Annual Meeting.

Section 6. Vacancies

The Council shall be responsible for nominating persons to fill officer vacancies which occur between annual meetings

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial creators of this board, and we consent to, and hereby do, adopt the foregoing Bylaws.

ADOPTED AND APPROVED by the Grand County Commission on this 19th day of January, 2021.

A blue ink signature in cursive script, appearing to read "Mary McEwan".

Grand County Commission Chair

A blue ink signature in cursive script, appearing to read "Chelle".

Grand County Clerk/Auditor

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021

Agenda Item: H

TITLE:	Approving budget amendment for Fund 23 (Travel Council)
FISCAL IMPACT:	\$274,000 Line Item Transfer
PRESENTER(S):	(Chris Baird, Commission Administrator/Budget Officer and Commissioner Walker)

Prepared By: Chris Baird
--

SUGGESTED MOTION:

I move to approve moving \$274,000 from account 23-4240-220-000 "Advertising" to account 23-4235-920-006 "Responsible Trail Promotion".

BACKGROUND:

This budget shift is intended to delineate and provide funding for activities and materials need to promote responsible trail use within Grand Co.

This to possibly include, but not be limited to:

FOR OFFICE USE ONLY:

Attorney Review:

- Additional signage and barriers along trails. Large kiosk at every major Trailhead, with Stay on Trail signage and trail info/rating/map. Additional Stay on Trail, You Are Here, and other informational signage/maps along all trails. Fencing/barriers where needed.
- Responsible recreation signage in and approaching Moab
- Social media with effective Stay on Trail messaging.
- Responsible Recreation posters in hotel rooms, bike/jeep/UTV rental shops, public/private campgrounds, at trailheads, in local businesses
- Translate Responsible Recreation/Stay on Trail message into relevant visitor languages
- Media campaign in local papers for Responsible Recreation/Stay on Trail.
- Local student art contests for logos, graphics, messaging for Stay on Trail/Responsible Recreation.
- Local artists contests for logos, graphics, messaging for Stay on Trail/Responsible Recreation.
- Grant programs for local entrepreneurs - Stay on Trail/Responsible Recreation messaging and signage ideas.
- Shuttle driver participation. They can be huge trail ambassadors w/ their personal messages during shuttles to inform and raise awareness.

ATTACHMENT(S):

List attachments here.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2021

Agenda Item: I

TITLE:	Approving Volunteer Appointment to Public Health Board (SEUHD)
FISCAL IMPACT:	None
PRESENTER(S):	Gabriel Woytek, Commission Liaison for the Board

Prepared By:

RECOMMENDATION:

I move to approve the mid-term appointment of Breann Davis to serve on the Public Health Board (SEUHD) with term expiring 12/31/2022

BACKGROUND:

The Public Health Board met in an open meeting on 1/26/2021 and reviewed one application submitted for one mid-term vacancy. The Board voted unanimously to forward the recommendation of applicant Breann Davis to the Commission for appointment, with term expiring 12/31/2022.

No other applications were received.

Resolution No. 3184 (2019) established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 593 (2019).

Upon appointment, the Council's Office will mail the appointees a letter congratulating them and inviting them to a training/orientation to be scheduled for 2021.

ATTACHMENT(S):

1. Board Recommendation
2. Application Received

FOR OFFICE USE ONLY:

Attorney Review:

N/A



Board and Commission Application and Certification Form

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

Board or Commission Applied For: Public Health

Name: Breann Davis

Mailing Address: _____

City: Moab State: Utah ZIP Code: 84532 Day Phone: _____

Email Address: _____

In what year did you establish your current residency in Grand County? 2012 (residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

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

Occupation or professional training: Massage Therapist, Lymphatic Drainage Therapist, Yoga Instructor.

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

I studied Health Promotions and Education at the University of Utah in 2002, also acquiring my EMT at that time. In 2003 I became licensed as a Massage Therapist. I have received numerous massage continuing education certifications such as; Hospital Based Massage from the Mayo Clinic, Oncology massage, and Lymphatic Drainage Massage. I am a registered Yoga teacher and teach classes to the

community. I am the Volunteer Coordinator at Our Village-a nonprofit community center in Moab. I am passionate about the health and well-being of our community members.

6

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

I am a mom with healthy concerns for the safety and wellness of our children. I'm a homeowner, and a business owner in Moab. I have lived in Moab year round for 9 years and have developed a kinship and strong ties to the community of Moab.

CERTIFICATION

I have read Resolution No. 3184, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County's Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve..

Signature: Breann Davis Date:1/13/21 _____

AGENDA SUMMARY
GRAND COUNTY COMMISSION
FEBRUARY 2, 2021

Agenda Item: K

TITLE:	Public Hearing to Solicit Input Regarding Vacation of the Portion of Seven Mile Flat Road #1940, a County D Road, Located Through Real Property Known as Parcel Nos. 04-0020-0088 and 04-Xst-0067
FISCAL IMPACT:	None
PRESENTER(S):	Bill Jackson, Road Supervisor and Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
Grand County
Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

*****IT IS CUSTOMARY FOR THE GRAND COUNTY COMMISSION TO VOTE ON A PUBLIC HEARING ITEM AT THE MEETING FOLLOWING THE HEARING*****

I move to adopt the proposed Ordinance vacating the portion of Seven Mile Flat Road #1940, a County D Road, located through real property known as 545 W SR 313, Moab, Utah (Parcel Nos. 04-0020-0088 and 04-XST-0067) owned by the Red Earth Venue, LLC and Intrepid Potash-Moab, LLC.

BACKGROUND:

Seven Mile Flat Road is a dead-end dirt road. The portion of the road to be vacated commences at the private property line near State Road 313 mm21 that heads south approximately 1.5 miles into the box canyon south of Sevenmile Wash and terminates in private property previously owned by Intrepid Potash, Inc. and most recently owned by the Applicant.

See the application for more information.

The public hearing was held at the January 19, 2021 Grand County Commission meeting.

ATTACHMENT(S):

1. Proposed Ordinance
2. Exhibit A to Ordinance
3. Application

GRAND COUNTY, UTAH
ORDINANCE NO._____ (2021)

VACATING THAT PORTION OF SEVEN MILE FLAT ROAD #1940, A COUNTY D ROAD, LOCATED THROUGH REAL PROPERTY KNOWN AS PARCEL NOS. 04-0020-0088 AND 04-XST-0067

WHEREAS, under the Utah Highway Jurisdiction and Classification Act, the County manages all County roads as defined in Utah Code § 72-3-103(1) and may vacate the same upon petition and after public hearing;

WHEREAS, Utah Code § 72-3-105 defines a Class D Road as any road, way, or other land surface route that has been or is established by use or constructed and has been maintained to provide for usage by the public for vehicles with four or more wheels that is not a class A, class B, or class C road and specifies that the Grand County Commission has sole jurisdiction and control of all Class D Roads in the County;

WHEREAS, the Petitioner owns real property in Grand County known as 545 W SR 313, Moab, Utah (Parcel Nos. 04-XST-0067 and 04-0020-0088) through which a portion of Seven Mile Flat Road #1940, a County D Road, travels;

WHEREAS, Seven Mile Flat Road #1940 is a dead-end dirt road through private property which has not been accessed by the public since the private property was procured by the Petitioner's predecessor, Intrepid Potash, Inc.;

WHEREAS, the Petitioner, first through its predecessor, submitted a Petition to Vacate Public Road on October 15, 2020, including proof of written notice to Rocky Mountain Power, the affected utility operator, which has requested a utility easement prior to vacation of the county road, which easement has been recorded in the real property records of Grand County, Utah on December 7, 2020 at Entry No. 539324;

WHEREAS, under Utah Code §§ 17-27a-208 and 72-3-108, the County mailed notice of the Petition and public hearing on the same to the only owners of real property accessed by or abutting Seven Mile Flat Road #1940, the Bureau of Land Management, at least ten (10) days before the public hearing by electronic mail and received written confirmation of receipt;

WHEREAS, the Grand County Commission held a public hearing on this Ordinance to solicit input from local residents and visitors on January 19, 2020; and

WHEREAS, under the authority set forth herein, the Grand County Commission finds that compelling, countervailing public interests justifies the proposed vacation of a portion of the roadway;

NOW, THEREFORE BE IT ORDAINED that the Grand County Commission does hereby vacate that portion of Seven Mile Flat Road #1940, a County D Road, located through real

property known as Parcel Nos. 04-0020-0088 04-XST-0067 particularly described in Exhibit A and shown in Exhibit B, attached hereto.

APPROVED by the Grand County Commission in a public meeting on February 2, 2021 by the following vote:

GRAND COUNTY COMMISSION:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

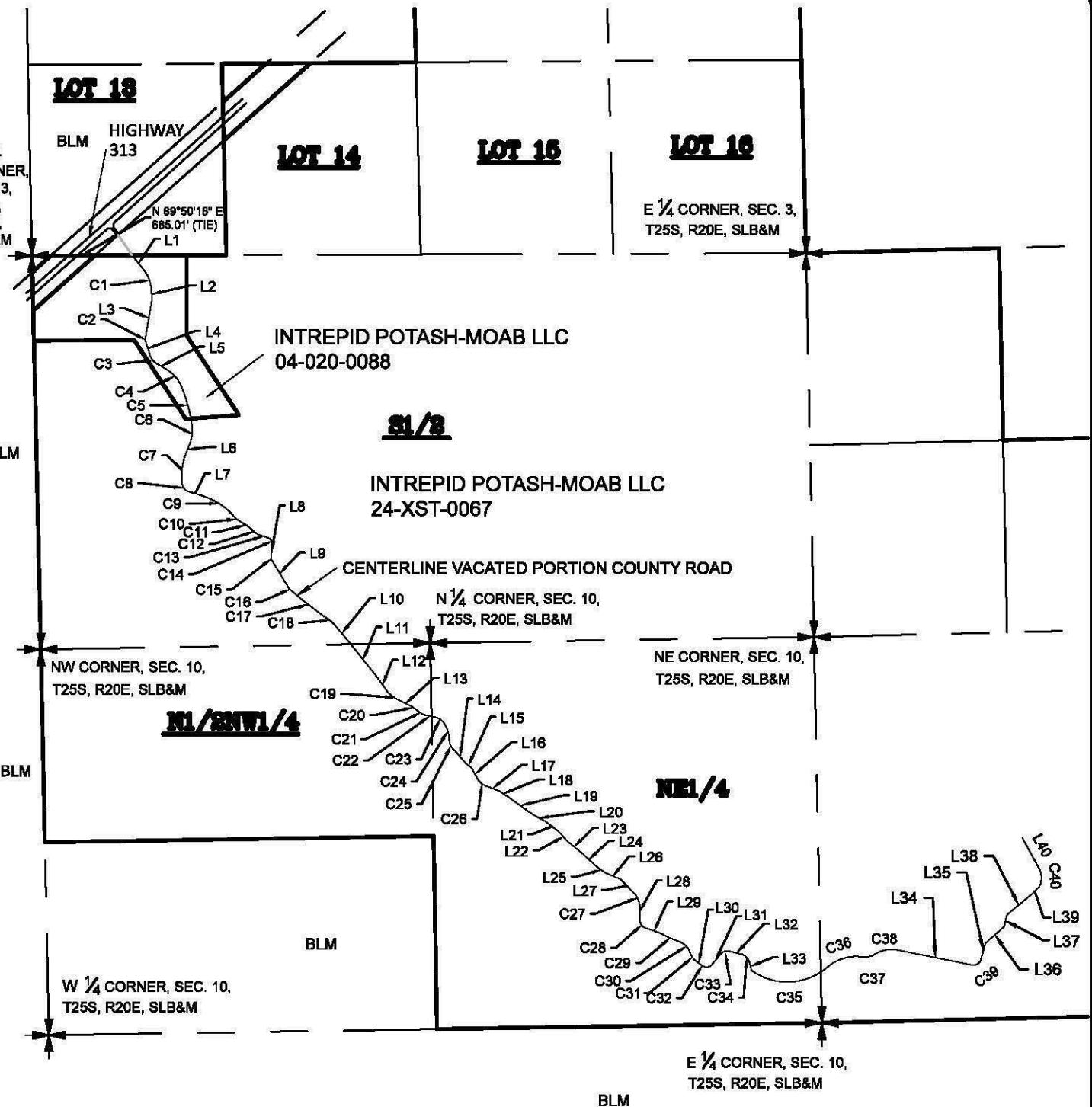
EXHIBIT A

The centerline of a portion of a County Road to be vacated, located within the South Half of Section 3 and the North Half of Section 10, T25S, R20E, SLB&M, being more particularly described as:

Beginning at a point on South Boundary of Lot 13 of said Section 3, said point being along the Center section line N 89°50'18" E 685.08 from the West Quarter corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, and proceeding thence S 38°18'20" E 142.76 feet; thence with a curve turning to the right with an arc length of 131.67 feet, with a radius of 209.79 feet, with a chord bearing of S 18°41'23" E 129.52 feet; thence S 05°19'33" E 62.20 feet; thence S 09°36'57" W 269.42 feet; thence with a curve turning to the left with an arc length of 28.56 feet, with a radius of 60.01 feet, with a chord bearing of S 04°01'02" E 28.29 feet; thence S 17°39'00" E 97.88 feet; thence with a curve turning to the left with an arc length of 73.64 feet, with a radius of 100.01 feet, with a chord bearing of S 38°44'42" E 71.99 feet; thence S 59°50'24" E 70.09 feet; thence with a curve turning to the right with an arc length of 163.15 feet, with a radius of 250.57 feet, with a chord bearing of S 42°16'41" E 160.28 feet; thence with a compound curve turning to the right with an arc length of 277.64 feet, with a radius of 1142.28 feet, with a chord bearing of S 15°28'00" E 276.95 feet; thence with a compound curve turning to the right with an arc length of 121.06 feet, with a radius of 253.71 feet, with a chord bearing of S 06°12'12" W 119.91 feet; thence S 21°48'54" W 103.30 feet; thence with a curve turning to the left with an arc length of 187.20 feet, with a radius of 477.58 feet, with a chord bearing of S 05°02'37" W 186.00 feet; thence with a compound curve turning to the left with an arc length of 67.02 feet, with a radius of 63.90 feet, with a chord bearing of S 36°22'03" E 63.99 feet; thence S 72°52'24" E 105.74 feet; thence with a curve turning to the right with an arc length of 245.91 feet, with a radius of 474.44 feet, with a chord bearing of S 57°48'59" E 243.17 feet; thence with a reverse curve turning to the left with an arc length of 79.77 feet, with a radius of 196.21 feet, with a chord bearing of S 49°32'49" E 79.23 feet; thence with a reverse curve turning to the right with an arc length of 70.94 feet, with a radius of 273.84 feet, with a chord bearing of S 56°23'27" E 70.74 feet; thence with a reverse curve turning to the left with an arc length of 71.32 feet, with a radius of 398.17 feet, with a chord bearing of S 50°33'39" E 71.23 feet; thence with a reverse curve turning to the right with an arc length of 77.85 feet, with a radius of 437.19 feet, with a chord bearing of S 71°51'26" E 77.75 feet; thence with a compound curve turning to the right with an arc length of 59.62 feet, with a radius of 46.78 feet, with a chord bearing of S 26°58'16" E 55.67 feet; thence S 08°31'37" W 76.83 feet; thence with a curve turning to the left with an arc length of 30.48 feet, with a radius of 37.98 feet, with a chord bearing of S 15°29'19" E 29.67 feet; thence S 31°16'54" E 202.34 feet; thence with a curve turning to the left with an arc length of 54.20 feet, with a radius of 216.47 feet, with a chord bearing of S 41°35'52" E 54.06 feet; thence with a compound curve turning to the left with an arc length of 271.25 feet, with a radius of 3945.07 feet, with a chord bearing of S 52°04'02" E 271.20 feet; thence with a reverse curve turning to the right with an arc length of 91.98 feet, with a radius of 401.68 feet, with a chord bearing of S 52°06'38" E 91.78 feet; thence S 39°36'20" E 153.96 feet; thence S 38°44'08" E

308.72 feet; thence S $35^{\circ}10'45''$ E 127.51 feet; thence with a curve turning to the left with an arc length of 115.45 feet, with a radius of 305.82 feet, with a chord bearing of S $56^{\circ}46'54''$ E 114.76 feet; thence S $63^{\circ}18'00''$ E 55.92 feet; thence with a curve turning to the right with an arc length of 58.92 feet, with a radius of 220.16 feet, with a chord bearing of S $58^{\circ}13'26''$ E 58.74 feet; thence with a reverse curve turning to the left with an arc length of 62.54 feet, with a radius of 205.64 feet, with a chord bearing of S $56^{\circ}06'42''$ E 62.30 feet; thence with a compound curve turning to the left with an arc length of 75.31 feet, with a radius of 1093.49 feet, with a chord bearing of S $78^{\circ}43'53''$ E 75.30 feet; thence with a reverse curve turning to the right with an arc length of 72.53 feet, with a radius of 102.66 feet, with a chord bearing of S $57^{\circ}12'20''$ E 71.03 feet; thence with a compound curve turning to the right with an arc length of 127.06 feet, with a radius of 203.31 feet, with a chord bearing of S $17^{\circ}27'15''$ E 125.01 feet; thence with a reverse curve turning to the left with an arc length of 82.32 feet, with a radius of 97.93 feet, with a chord bearing of S $27^{\circ}33'44''$ E 79.92 feet; thence S $40^{\circ}45'07''$ E 114.52 feet; thence S $52^{\circ}31'10''$ E 48.84 feet; thence S $29^{\circ}30'13''$ E 103.20 feet; thence with a curve turning to the left with an arc length of 62.93 feet, with a radius of 113.87 feet, with a chord bearing of S $55^{\circ}02'52''$ E 62.13 feet; thence S $69^{\circ}07'37''$ E 94.75 feet; thence S $56^{\circ}33'20''$ E 66.88 feet; thence S $54^{\circ}27'21''$ E 221.02 feet; thence S $62^{\circ}04'06''$ E 88.39 feet; thence S $52^{\circ}43'29''$ E 118.73 feet; thence S $42^{\circ}17'22''$ E 90.44 feet; thence S $51^{\circ}06'07''$ E 113.18 feet; thence S $47^{\circ}37'17''$ E 153.06 feet; thence S $54^{\circ}27'40''$ E 67.72 feet; thence S $66^{\circ}44'28''$ E 114.50 feet; thence S $44^{\circ}14'23''$ E 122.67 feet; thence with a curve turning to the right with an arc length of 95.33 feet, with a radius of 153.46 feet, with a chord bearing of S $27^{\circ}28'44''$ E 93.80 feet; thence S $00^{\circ}40'12''$ E 99.02 feet; thence with a curve turning to the left with an arc length of 91.55 feet, with a radius of 63.24 feet, with a chord bearing of S $37^{\circ}54'59''$ E 83.76 feet; thence S $70^{\circ}49'13''$ E 99.89 feet; thence with a curve turning to the left with an arc length of 138.98 feet, with a radius of 565.76 feet, with a chord bearing of S $65^{\circ}59'03''$ E 138.63 feet; thence with a reverse curve turning to the right with an arc length of 113.27 feet, with a radius of 126.00 feet, with a chord bearing of S $42^{\circ}45'06''$ E 109.50 feet; thence with a reverse curve turning to the left with an arc length of 60.67 feet, with a radius of 118.25 feet, with a chord bearing of S $34^{\circ}09'31''$ E 60.01 feet; thence S $53^{\circ}32'09''$ E 56.92 feet; thence with a curve turning to the left with an arc length of 65.80 feet, with a radius of 51.00 feet, with a chord bearing of S $89^{\circ}52'20''$ E 61.33 feet; thence N $39^{\circ}21'42''$ E 95.37 feet; thence with a curve turning to the right with an arc length of 82.17 feet, with a radius of 65.40 feet, with a chord bearing of N $73^{\circ}05'03''$ E 76.87 feet; thence S $76^{\circ}41'32''$ E 81.93 feet; thence with a curve turning to the right with an arc length of 75.57 feet, with a radius of 90.55 feet, with a chord bearing of S $41^{\circ}46'38''$ E 73.39 feet; thence S $14^{\circ}53'11''$ E 58.42 feet; beginning at a ; thence with a curve turning to the left with an arc length of 540.27 feet, with a radius of 424.66 feet, with a chord bearing of N $88^{\circ}38'07''$ E 504.56 feet; thence with a reverse curve turning to the right with an arc length of 277.69 feet, with a radius of 306.30 feet, with a chord bearing of N $72^{\circ}20'55''$ E 268.28 feet; thence with a reverse curve turning to the left with an arc length of 73.87 feet, with a radius of 128.54 feet, with a chord bearing of N $80^{\circ}18'25''$ E 72.86 feet; thence with a reverse curve turning to the right with an arc length of 184.90 feet, with a radius of 223.17 feet, with a chord bearing of N $79^{\circ}26'09''$ E 179.65 feet; thence S $78^{\circ}39'40''$ E 503.30 feet; thence with a curve turning to the left with an arc length of 92.20 feet, with a radius of 53.46 feet, with a chord bearing of N $55^{\circ}43'44''$ E 81.19 feet; thence

N 15°35'33" E 106.19 feet; thence N 48°51'00" E 170.62 feet; thence N 12°35'03" E 82.77 feet; thence N 50°25'59" E 210.75 feet; thence N 46°35'28" E 79.94 feet; thence with a curve turning to the left with an arc length of 148.36 feet, with a radius of 139.61 feet, with a chord bearing of N 03°10'47" W 141.48 feet; thence N 28°28'16" W 222.70 feet to the point of terminus.



GRAPHIC SCALE

0 1000 2000

1" (INCH) = 1000' (FEET)



EXHIBIT B

COUNTY ROAD VACATION

435.259.8171

**30 South 100 East
Moab, UT 84532
435-256-8171**

30 South 100 East

30 South 100 East
Moab, UT 84532

435.259.8171

1001200101, 1

Page 110

Project 149

16

Date 12/1

Date 12/1

Page 1 of 1

Sheet 1

Sheet | 6

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 38°18'20" E	142.74'
L2	S 05°19'33" E	62.20'
L3	S 09°36'57" W	269.38'
L4	S 17°39'00" E	97.87'
L5	S 59°50'24" E	70.08'
L6	S 21°48'54" W	103.29'
L7	S 72°52'24" E	105.72'
L8	S 08°31'37" W	76.82'
L9	S 31°16'54" E	202.32'
L10	S 39°36'20" E	153.94'
L11	S 38°44'08" E	308.68'
L12	S 35°10'45" E	127.49'
L13	S 63°18'00" E	55.91'
L14	S 40°45'07" E	114.51'
L15	S 52°31'10" E	48.83'
L16	S 29°30'13" E	103.19'
L17	S 69°07'37" E	94.74'
L18	S 56°33'20" E	66.87'
L19	S 54°27'21" E	221.00'
L20	S 62°04'06" E	88.38'
L21	S 52°43'29" E	118.71'
L22	S 42°17'22" E	90.43'
L23	S 51°06'07" E	113.16'
L24	S 47°37'17" E	153.04'
L25	S 54°27'40" E	67.71'
L26	S 66°44'28" E	114.49'
L27	S 44°14'23" E	122.65'
L28	S 00°40'12" E	99.00'
L29	S 70°49'13" E	99.88'
L30	S 53°32'09" E	56.91'
L31	N 39°21'42" E	95.36'
L32	S 76°41'32" E	81.92'
L33	S 14°53'11" E	58.42'
L34	S 78°39'40" E	503.30'
L35	N 15°35'33" E	106.19'
L36	N 48°51'00" E	170.62'
L37	N 12°35'03" E	82.77'
L38	N 50°25'59" E	210.75'
L39	N 46°35'28" E	79.94'
L40	N 28°28'16" W	222.70'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	209.77'	131.66'	129.51'	S 18°41'23" E
C2	60.00'	28.55'	28.28'	S 04°01'02" E
C3	100.00'	73.64'	71.98'	S 38°44'42" E
C4	250.54'	163.13'	160.26'	S 42°16'41" E
C5	1142.15'	277.61'	276.92'	S 15°28'00" E
C6	253.68'	121.04'	119.90'	S 06°12'12" W
C7	477.53'	187.18'	185.98'	S 05°02'37" W
C8	63.89'	67.01'	63.98'	S 36°22'03" E
C9	474.39'	245.88'	243.14'	S 57°48'59" E
C10	196.19'	79.77'	79.22'	S 49°32'49" E
C11	273.81'	70.93'	70.74'	S 56°23'27" E
C12	398.13'	71.31'	71.22'	S 50°33'39" E
C13	437.15'	77.84'	77.74'	S 71°51'26" E
C14	46.78'	59.62'	55.66'	S 26°58'16" E
C15	37.98'	30.48'	29.67'	S 15°29'19" E
C16	216.45'	54.19'	54.05'	S 41°35'52" E
C17	3944.64'	271.22'	271.17'	S 52°04'02" E
C18	401.64'	91.97'	91.77'	S 52°06'38" E
C19	305.79'	115.43'	114.75'	S 56°46'54" E
C20	220.14'	58.91'	58.74'	S 58°13'26" E
C21	205.62'	62.53'	62.29'	S 56°06'42" E
C22	1093.37'	75.30'	75.29'	S 78°43'53" E
C23	102.65'	72.52'	71.02'	S 57°12'20" E
C24	203.29'	127.05'	124.99'	S 17°27'15" E
C25	97.92'	82.31'	79.91'	S 27°33'44" E
C26	113.85'	62.92'	62.13'	S 55°02'52" E
C27	153.44'	95.32'	93.79'	S 27°28'44" E
C28	63.24'	91.54'	83.75'	S 37°54'59" E
C29	565.69'	138.97'	138.62'	S 65°59'03" E
C30	125.99'	113.26'	109.49'	S 42°45'06" E
C31	118.23'	60.67'	60.00'	S 34°09'31" E
C32	50.99'	65.79'	61.32'	S 89°52'20" E
C33	65.40'	82.16'	76.86'	N 73°05'03" E
C34	90.54'	75.56'	73.38'	S 41°46'38" E
C35	424.66'	540.27'	504.56'	N 88°38'07" E
C36	306.30'	277.69'	268.28'	N 72°20'55" E
C37	128.54'	73.87'	72.86'	N 80°18'25" E
C38	223.17'	184.90'	179.65'	N 79°26'09" E
C39	53.46'	92.20'	81.19'	N 55°43'44" E
C40	139.61'	148.36'	141.48'	N 03°10'47" W



EXHIBIT B

COUNTY ROAD VACATION

Project 149-20

Date 12/17/20

Sheet 2 OF 2



Grand County Road Department

PETITION TO VACATE A PUBLIC ROAD

(Not in a Platted Subdivision)

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)-259-1343

FOR OFFICE USE ONLY

Date of Submittal: _____
Application Fee (Grand County Code 3.06.120): \$300
Submittal Received by: _____ Fee Paid: _____ Fees Received by: _____

SUBMISSION REQUIREMENTS:

1. Application fee;
2. Application signed by the owner of each property served by subject roadway or with a beneficial interest in the roadway;
3. Written list of operators of utilities located within the bounds of the public road sought to be vacated;
4. Proof of written notice of this Petition to said utility operators;
5. List of all owners of property abutting the county road;
6. Vicinity Map showing and labeling the roadway proposed to be vacated, each adjacent property served by the roadway with parcel number and parcel boundaries, and the nearest public access to serve each affected property if the vacation is approved;
7. Vesting deeds for all affected properties;
8. For entity petitioners, governing documents demonstrating the Petitioner's authority to sign for and bind the entity;
9. Certified mail receipt or certificate of service evidencing notice to UDOT and abutting owners; and
10. Any other information deemed necessary by the Road Supervisor or County Attorney.

REVIEW PROCEDURE:

Submitting an application does not guarantee that this Petition will be placed on the next Council agenda. The County Road Supervisor, County Attorney, and, as applicable, County Engineer shall review the Petition and supporting documents in a timely manner. In the event that County Engineering review is necessary, additional engineering fees shall be due under Grand County Code 3.06.050(A).

Once the Petition is deemed complete, the Road Supervisor shall schedule the Petition for public hearing with the County Council under Utah Statute § 72-3-108. The Road Supervisor shall be responsible for publishing notice of the public hearing in the ***Times Independent*** once a week for 4 consecutive weeks; publishing on the ***Utah Public Notice Website*** for 4 weeks

prior to the hearing; and posting in 3 public places (at the Road Department, outside the Council Administrator's office, and on the regular public bulletin board outside the Recorder's Office) for 4 consecutive weeks prior to hearing. Applicant shall be responsible for mailing notice of the public hearing to the Utah Department of Transportation and all owners of property abutting the county road in accordance with Utah Statute § 72-3-108(2)(c).

At the meeting following the public hearing, the Council shall approve, approve with conditions, or deny the Petition.

PETITIONER(S): *All owners of property served by the public street (or who otherwise have a beneficial interest in the roadway) must consent to and sign the Petition - attached additional pages as necessary. See Utah Statute § 17-27a-609.5(a)(i)-(ii).*

Name: Intrepid Potash Inc. Moab (Rick York General Manager)

Address: PO Box 1208, Moab, UT 84532

Phone: 435-259-1201 cell: _____ fax: _____

Email address: rick.york@intrepidpotash.com

Property address if different than owner's address: 545 W SR313, Moab, UT 84532

Parcel No.: 24-XST-0067, 04-0020-0088

Name: _____

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

Property address if different than owner's address: _____

Parcel No.: _____

AUTHORIZED REPRESENTATIVE: *If more than one petitioner, you must identify one authorized representative to whom all correspondence will be sent*

Name: _____

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

Preferred method of contact (check one): Email _____ US Mail _____

PUBLIC ROADWAY:

County Road Name to be Vacated: Seven Mile Flat Rd. #1940

County Road Designation (B, D): D

Description of Road to be Vacated: Dirt road commencing at the private property line near SR 313 mm 21 that heads south approximately 1.5 miles into the box canyon south of Sevenmile Wash.

JUSTIFICATION FOR VACATING THE ROADWAY:

This old dirt two-track road accesses private property owned by Intrepid Potash Inc. The road does not access public land or other private land. Intrepid Potash desires to prevent the public from trespassing on private land. There is no reason for the public to be traveling on the road; it accesses, and dead-ends on private land. The gate to the road has been locked since 1985 to keep the public out. The county has not maintained the road in the 40 year history known to the petitioner.

PETITIONER CERTIFICATION:

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I also agree to allow County Staff and Elected Officials, or appointed agent(s) of the same, to enter the subject property to make any necessary inspections thereof.

Rick York

By: Rick York

Title: General Manager

Entity: Intrepid Potash Inc. Moab

Date: 9/30/20

By:

Title:

Entity:

Date:

Petition to Vacate a Public Road
List of Property Utility Operators

1. Rocky Mountain Power / Pacificorp - Moab Office
320 N 100 W
Moab, UT 84532

** Rocky Mountain Power has been notified of this petition. They requested an easement along the current class D road in order to give them access to maintain power lines that cross the south end of the road. We are in the process of surveying and recording that easement.

Petition to Vacate a Public Road
List of Property Owners Abutting County Road

- 1) Intrepid Potash
PO Box 1208
Moab, UT 84532

PO Box 5600-62
Scipio, UT 84565-62

3 July 2020

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

Dear Grand County Council,

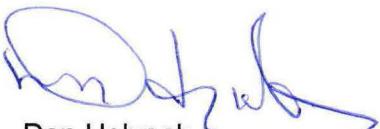
I'm writing to make a statement in regards to the dirt road that starts on HWY 313 near milepost 21, heads south and enters private property currently owned by Intrepid Potash, and then dead ends on that same private property in the box canyon to the south.

I have leased private property that is accessed by this road since 1980 for cattle ranching purposes. Originally I leased it from the Texas Gulf Sulfur Company and then later from Rick York with Potash Intrepid. This road should be a private road and should not have been made a county road for the following reasons:

- The road only accesses private property. It dead ends on private property. It does not access any public lands or other parcels of private property.
- The gate on this road has been locked since 1985. I had an exclusive lease with Potash Intrepid. Part of the lease agreement was to keep everyone out. As such, the gate has been locked since 1985.
- In the past 40 years, I have never once seen the county perform any road maintenance whatsoever on this road.
- Before I leased the private property the road was used to access an old private mine. This was a private road on private land used by the private mining operation.

For these reasons, I suggest this road has never been a county road and should never have been on the county road system.

Sincerely,



Don Holyoak



P.O. Box 1208
Moab, Utah 84532
435.259.7171 main
435.259.7100 fax
888.672.4366 toll free

intrepidpotash.com

July 13, 2020

Grand County Council
125 E Center
Moab, Utah 84532

Dear Grand County Council,

I am writing to you concerning a dirt road that starts on highway 313 near milepost 21, heads south for a short distance on BLM property, and continues across property belonging to Intrepid Potash – Moab, LLC until it reaches a deadend in a box canyon.

Intrepid (and its predecessors) have owned this property for over 60 years, has never allowed public access, and has had an arrangement with Don Holyoak for the past 30+ years that allows him to use the property in exchange for fencing the property and maintaining it with minimal use. Intrepid has not been aware that this dirt track was listed as a county road.

I agree with Mr. Holyoak that this road should be vacated as county road for the following reasons:

- The road only accesses private property.
- The gate accessing the road has been continuously locked since 1985.
- The county does not maintain the road.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Rick York".

Rick York
General Manager – Utah Division
Intrepid Potash



1001 17th Street, Suite 1050
Denver, CO 80202
303.296.3006 main
303.298.7502 fax

intrepidpotash.com

April 29, 2020

Re: Authorization for Rick York

To Whom It May Concern:

I hereby confirm that Rick York is an employee of Intrepid Potash, Inc. serving as General Manager – Utah Division. As a Manager of Intrepid Potash, Inc., Mr. York is authorized to represent, act, and execute documentation on behalf of Intrepid Potash, Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert P. Jornayvaz III". To the right of the signature is a short, thin horizontal line.

Robert P. Jornayvaz III
Executive Chairman of the Board, President, and Chief Executive Officer

Date: APRIL 29, 2020

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.
SALT LAKE CITY, UT 84114

OFFICIAL USE

Certified Mail Fee	\$3.55
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ <u>\$0.00</u>
<input type="checkbox"/> Return Receipt (electronic)	\$ <u>\$0.00</u>
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ <u>\$0.00</u>
<input type="checkbox"/> Adult Signature Required	\$ <u>\$0.00</u>
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ <u></u>
Postage	\$0.55
\$	
Total Postage and Fees	\$4.10
\$	

0532
02

Postmark
Here

07/22/2020

Sent To	UDOT
Street and Apt. No., or PO Box No.	
PO Box 141265	
City, State, ZIP+4® SLC UT 84114-1265	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Certified USPS Certified Mail #
70200090000127537270
Affixed Postage (\$0.55)
Affixed Amount:\$0.55
Total: \$3.55

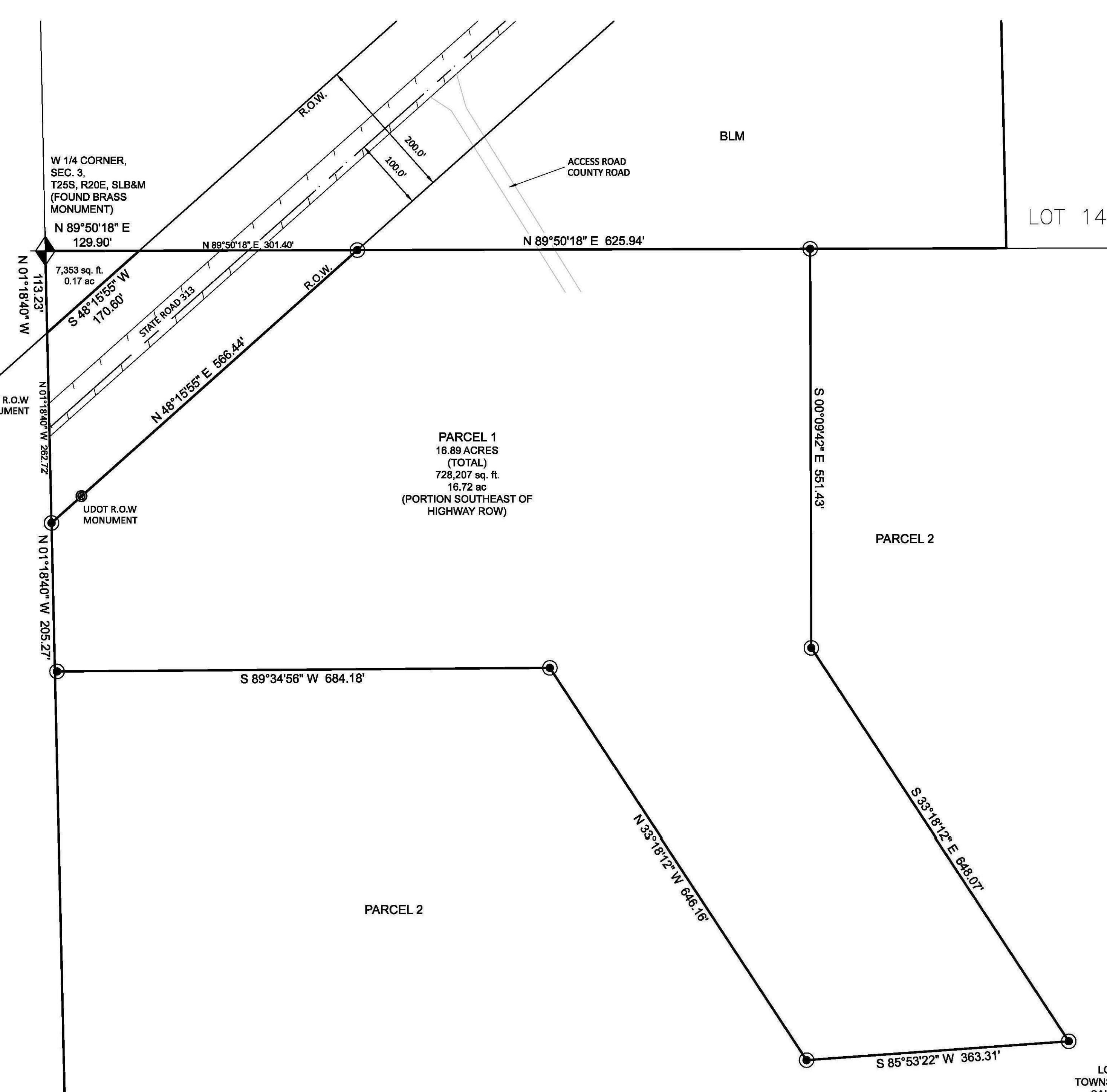
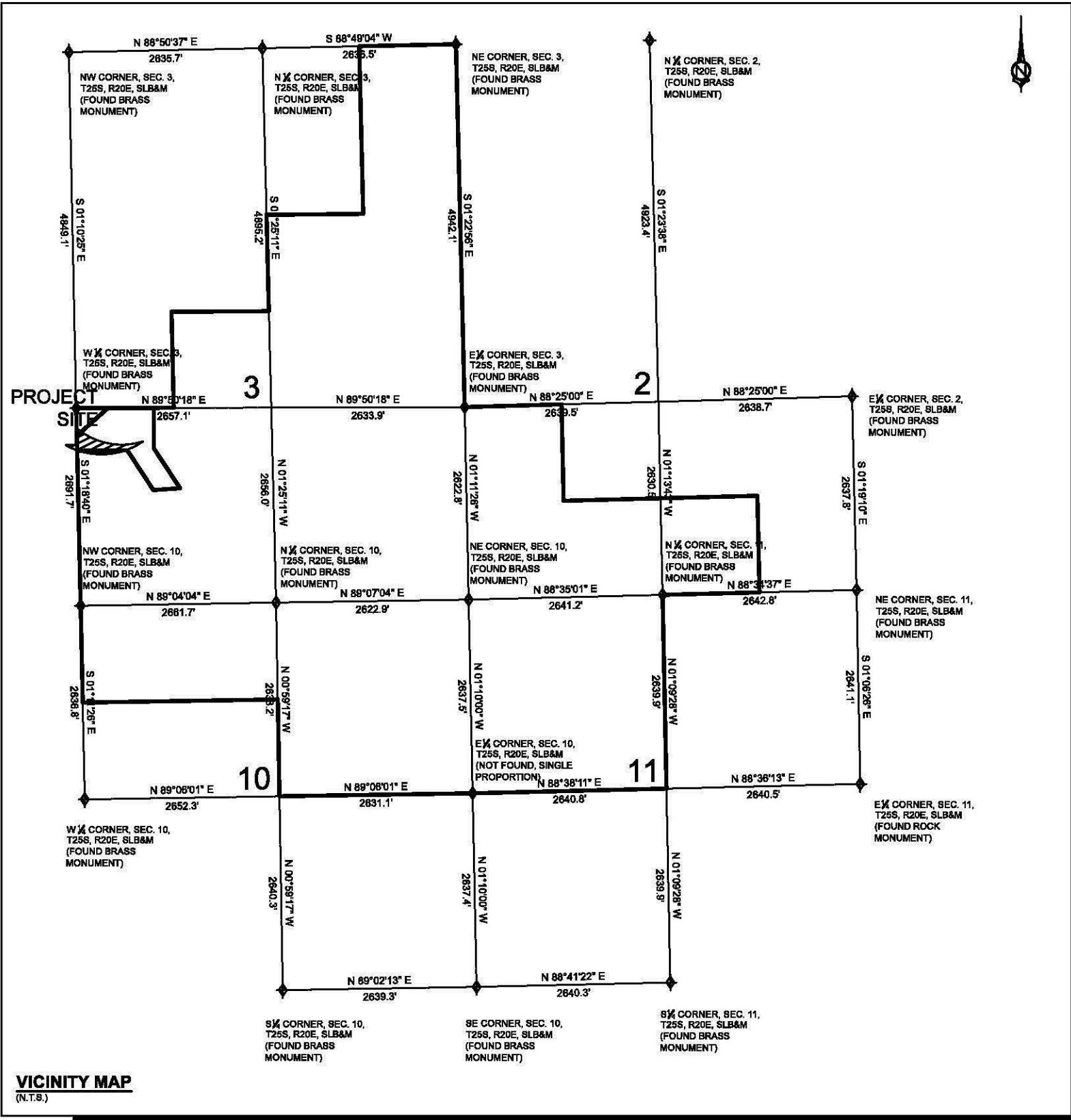
Credit Card Remitd \$3.55
Card Name:VISA
Account #:XXXXXXXXXXXX3668
Approval #:07073D
Transaction #:892
AID:A0000000031010 Chip
AL:VISA CREDIT
PIN:Not Required

Due to limited transportation availability as a result of nationwide COVID-19 impacts package delivery times may be extended. Priority Mail Express® service will not change.

Certified mail receipt -
Notification letter
to UDOT.

INTREPID MINOR RECORD SURVEY

LOCATED IN THE SOUTHWEST QUARTER,
OF SECTION 3,
TOWNSHIP 25 SOUTH, RANGE 20 EAST,
SALT LAKE BASE AND MERIDIAN



SURVEYOR'S CERTIFICATE

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7540504. I further certify that a land survey was made of the property described below, and the findings of that survey are as shown hereon.

Lucas Blake Date
License No. 7540504

BOUNDARY DESCRIPTION

PARCEL 1

Commencing at the West 1/4 corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North 89°50'18" East 431.30 feet along the section line to a point on the easterly right of way line of State Road 313 and the point of beginning, and running thence North 89°50'18" East 625.94 feet along the section line; thence South 00°09'42" East 551.43 feet; thence South 33°18'12" East 648.07 feet; thence South 5°53'22" West 363.31 feet; thence North 33°18'12" West 646.16 feet; thence South 89°34'56" West 684.18 feet to a point on the section line; thence North 01°18'40" West 205.27 feet along the section line to a point on the said easterly right of way line of State Road 313; thence North 48°15'55" East 566.44 feet along said right of way line to the point of beginning.

contains 16.71 acres

Also, Beginning at the West 1/4 corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North 89°50'18" East 129.90 feet along the section line to a point on the westerly right of way line of State Road 313; thence South 48°15'55" West 170.60 feet along said right of way to a point on the section line; thence North 01°18'40" West 113.23 feet along the section line to the point of beginning.

contains 7,353 sq. ft. OR 0.17 acres

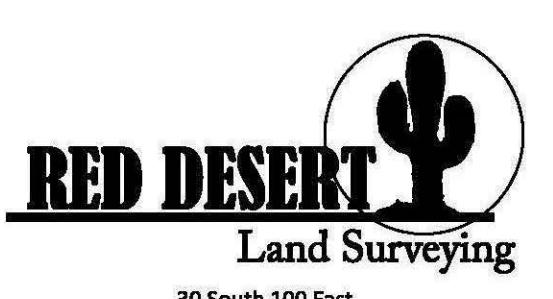
PARCEL 2

The South Half of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian.

Less:

Commencing at the West 1/4 corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North 89°50'18" East 431.30 feet along the section line to a point on the easterly right of way line of State Road 313 and the point of beginning, and running thence North 89°50'18" East 625.94 feet along the section line; thence South 00°09'42" East 551.43 feet; thence South 33°18'12" East 648.07 feet; thence South 5°53'22" West 363.31 feet; thence North 33°18'12" West 646.16 feet; thence South 89°34'56" West 684.18 feet to a point on the section line; thence North 01°18'40" West 205.27 feet along the section line to a point on the said easterly right of way line of State Road 313; thence North 48°15'55" East 566.44 feet along said right of way line to the point of beginning.

Also, Beginning at the West 1/4 corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North 89°50'18" East 129.90 feet along the section line to a point on the westerly right of way line of State Road 313; thence South 48°15'55" West 170.60 feet along said right of way to a point on the section line; thence North 01°18'40" West 113.23 feet along the section line to the point of beginning.



Project	008-19
Date	11/4/19
Sheet	1 OF 1

30 South 100 East
Mesa, UT 84632
435.259.8371

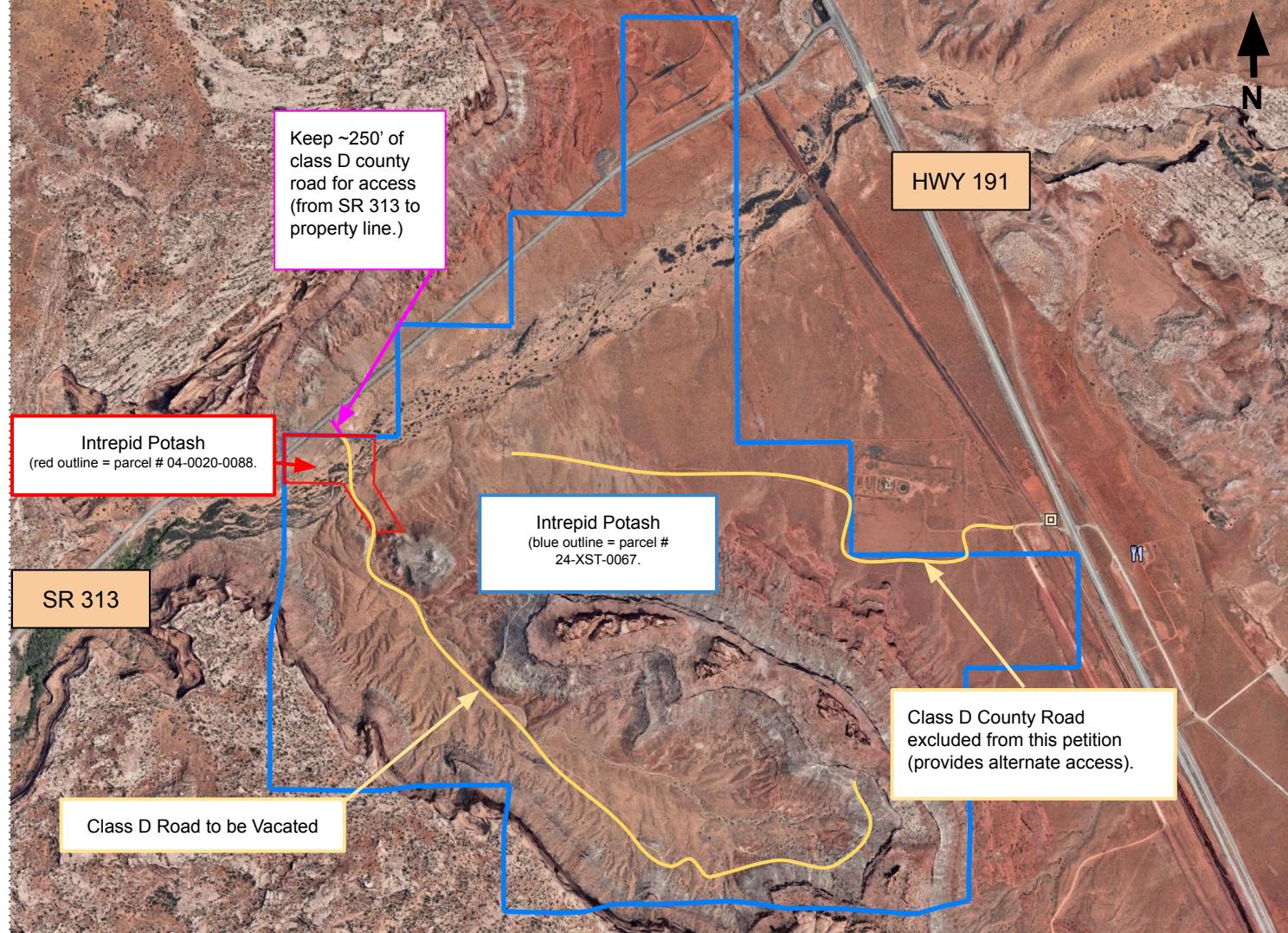
COUNTY ZONING APPROVAL APPROVED BY THE GRAND COUNTY ZONING ADMINISTRATOR THIS _____ DAY OF _____, 20_____. ZONING ADMINISTRATOR	COUNTY COUNCIL APPROVAL PRESENTED TO THE GRAND COUNTY COUNCIL THIS _____ DAY OF _____, 20_____. SUBDIVISION APPROVED. COUNTY CLERK	COUNTY RECORDER NO. _____ STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____ DATE _____ BOOK _____ PAGE _____ FEE _____ COUNTY RECORDER
COUNTY CLERK		CHAIRMAN, GRAND COUNTY COUNCIL

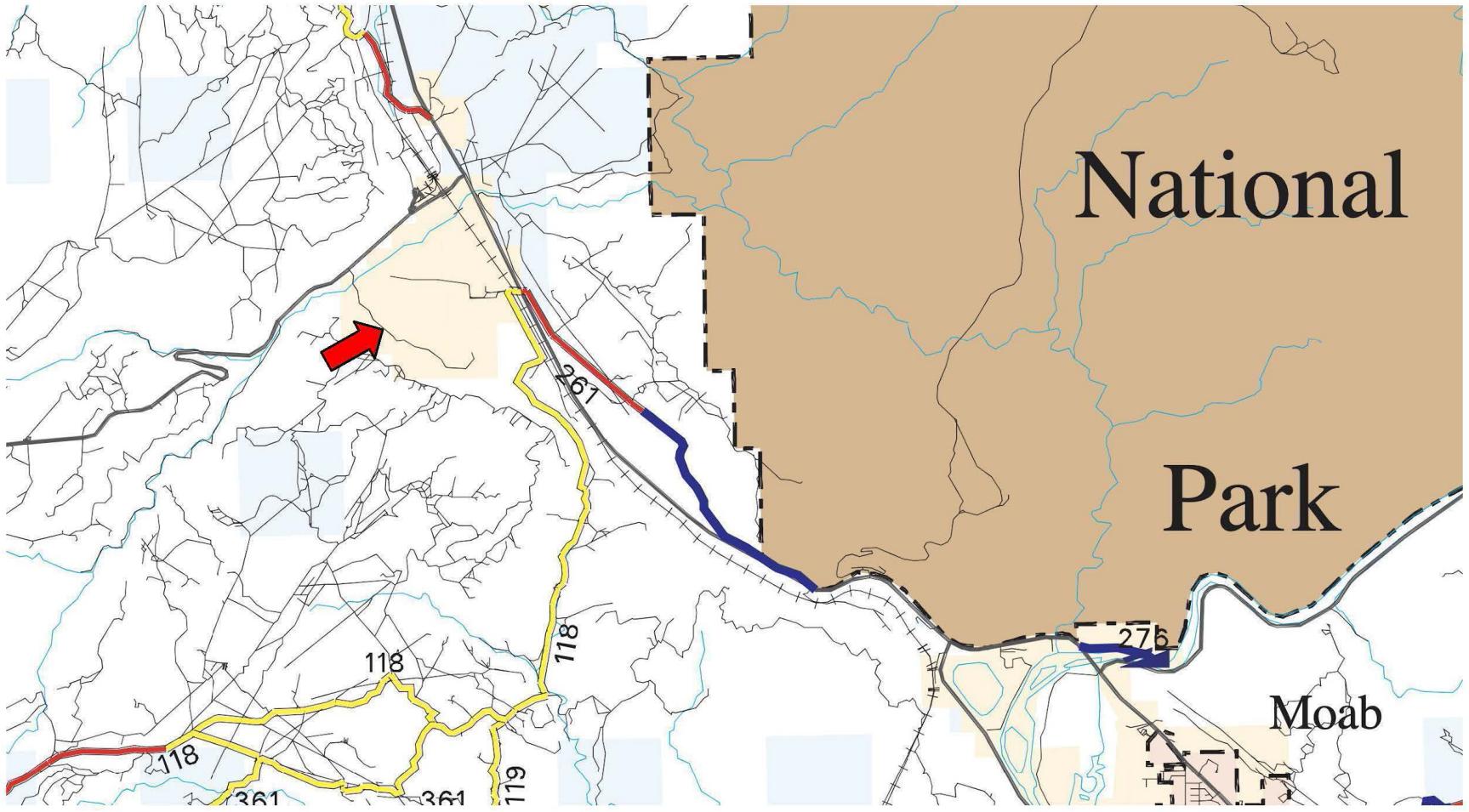
Vicinity Map

Petition to Vacate "Seven Mile Flat Road" #1940

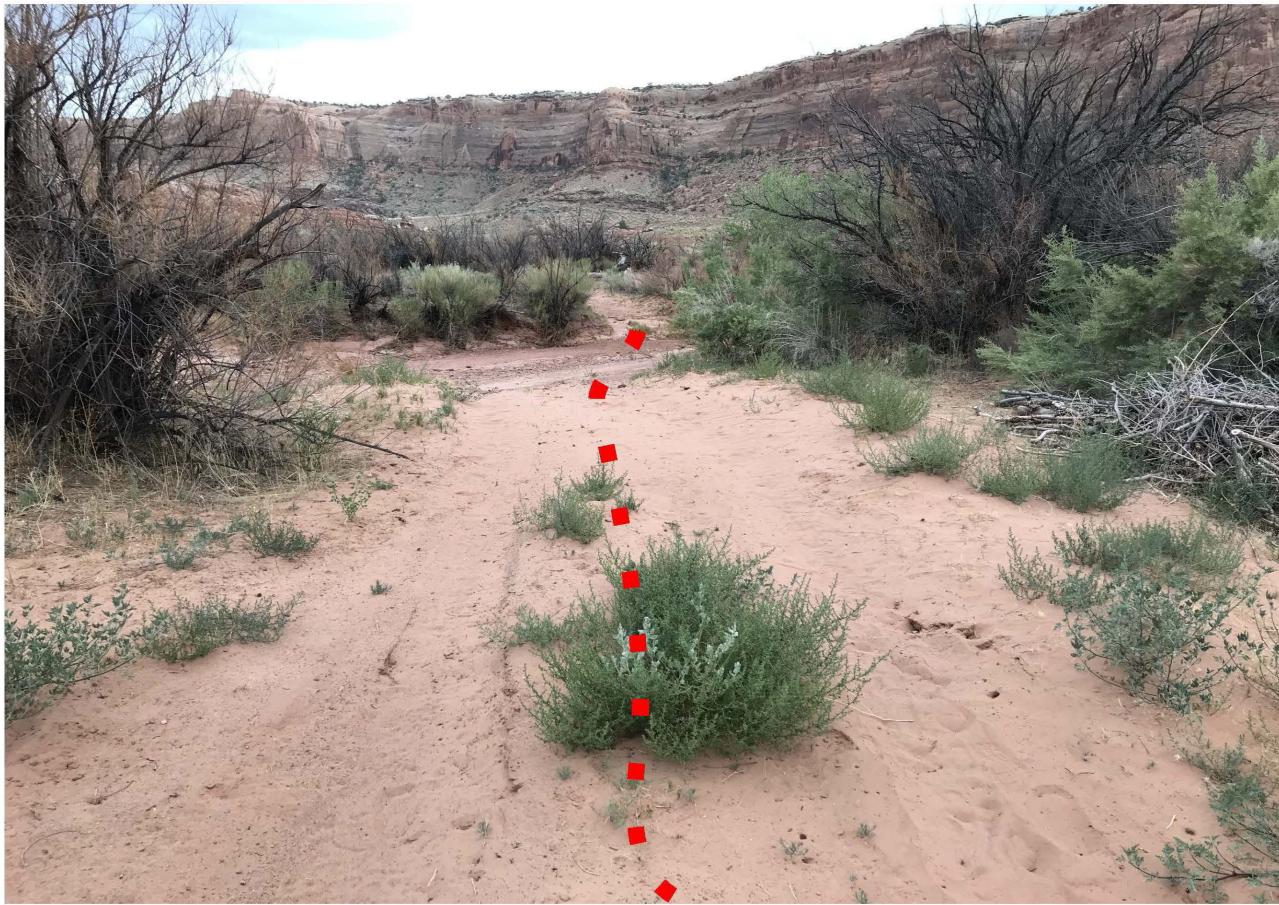
The petitioner requests that the ~ 1.5 mile class D county road indicated be vacated. The road accesses and dead ends on the private land owned by the petitioner.

The petitioner requests that the first ~ 250 feet of road remain class D county road (80' of road in the SR 313 ROW and the ~170' of road that crosses BLM land) in order to maintain access to the private land.



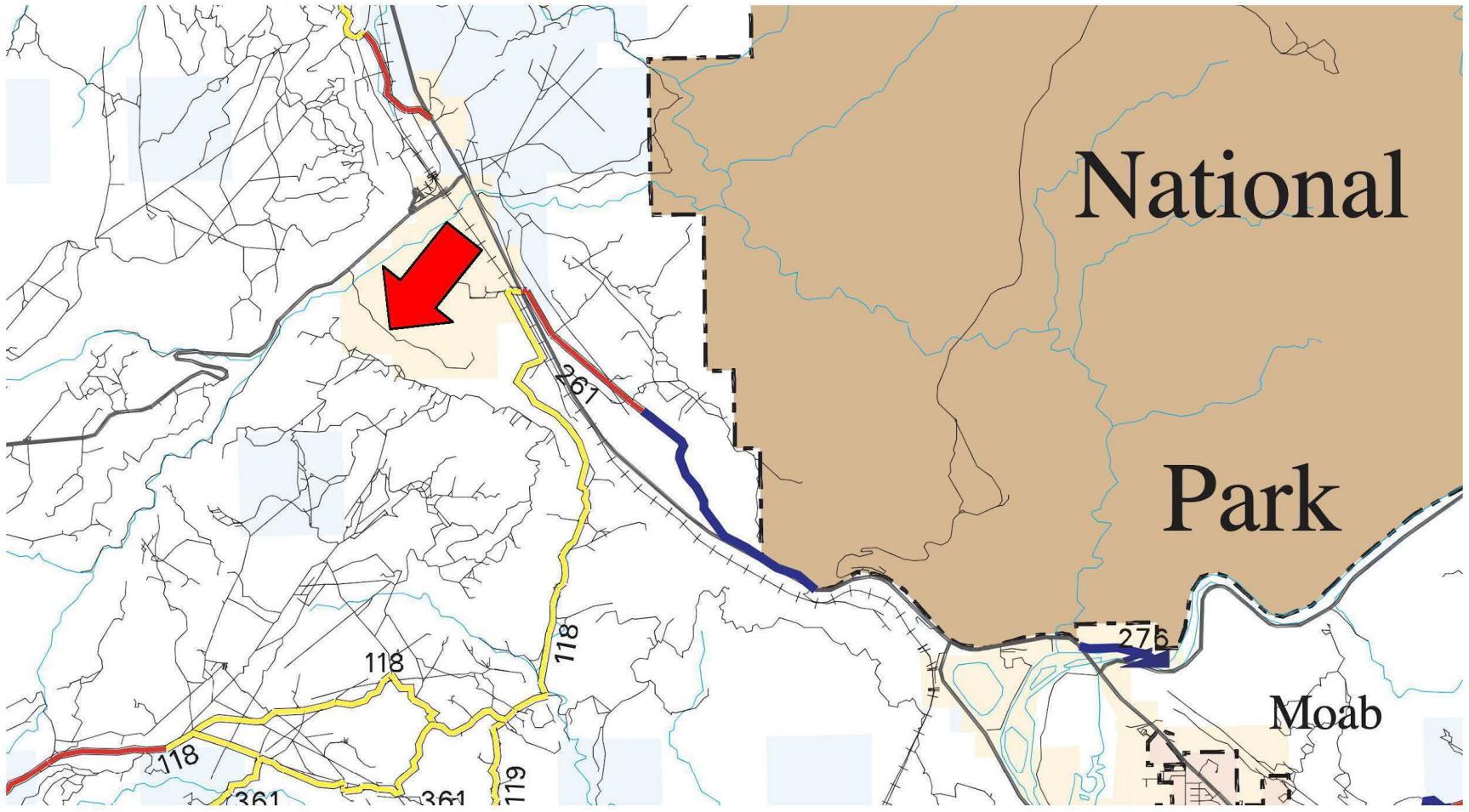
















Public Notice

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Grand County Commission will hold a Public Hearing at a Regular Meeting on Tuesday, January 19, 2021 at 4:00 pm later, virtually on Zoom. All interested parties should plan to attend electronically, and instructions to participate via Zoom will be provided on the meeting agenda posted on the County's website at least 24 hours before the meeting.

The purpose of this hearing is to solicit public input on a proposed ordinance vacating that portion of Seven Mile Flat Road #1940, a County D Road, located through property owned by The Red Earth Venue, LLC and Intrepid Potash-Moab, LLC known as Parcel Nos. 04-0020-0088 and 24-XST-0067.

A complete draft of the proposed ordinance is available in the Grand County Clerk's office, 125 East Center Street, Moab, Utah.

Published in the Times Independent, Moab, Utah, December 24 and 31, 2020 and January 7 and 14, 2021.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021
Agenda Item: L

TITLE:	Approving Right of Way Agreements with the Bureau of Land Management for Moon Ridge Road #209 UTU -96371and Steer Ridge Road # 211 UTU -94847
FISCAL IMPACT:	None
PRESENTER(S):	Glen Arthur, Assistant Road Supervisor

Prepared By:

Glen Arthur
Assistant Road
Supervisor
Grand County Road
Dept.
125 E Center St
garthur@grandcountyut
ah.net

RECOMMENDATION:

I move to approve the Right of Way agreements with the Bureau of Land Management for Moon Ridge Road #209 UTU -96371and Steer Ridge Road # 211 UTU -94847.

BACKGROUND:

The two roads are “Class B” Roads in the Northern section of the Book Cliffs. Grand County Road dept. has maintained them for over 35 years.

FOR OFFICE USE ONLY:

Attorney Review:

For office use only

ATTACHMENT(S):

- Right of Way agreement UTU -95371 Moon Ridge
- Right of Way agreement UTU-94847 Steer Ridge



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Vernal Field Office
170 South 500 East
Vernal, UT 84078

JAN 07 2021

In Reply Refer To:
2800 (LLUTG01000)
UTU-95371

CERTIFIED MAIL – RETURN RECEIPT
7018 0040 0000 7946 2903

DECISION

Grand County Road Department	:	Right-of-Way
125 E Center Street	:	UTU-95371
Moab, Utah 84532	:	

Processing Determined
Monitoring Fee Determined
Rental Determined
Right-of-Way Grant UTU-95371 Offered

Enclosed are two copies of an unsigned right-of-way (ROW) grant for your “as is where is,” Class B-Maintained, Moon Ridge Road (Road #209) and the Abandoned well pad, Moon Canyon #2. This ROW has been serialized under UTU-95371. Please review the document and if it meets with your approval, sign and date both copies and return to the address shown above. Upon our receipt of the signed documents and the fees discussed below, we will issue the ROW grant, absent any other unresolved issues.

These forms must be signed and dated by an authorized representative of Grand County.

In addition and in accordance with 43 CFR 2804.16, Grand County is exempt from paying processing and monitoring fees.

In addition and in accordance with 43 CFR 2806.10(A)(2), under what circumstances am I exempt from paying rent if, “You are a Federal, state, or local government or its agent or instrumentality.”

Please return **BOTH** signed copies of the grant, within **30 days** of receipt of this letter. If these requirements are not met, your application may be denied.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

Please be aware that you may not conduct any activities related to your right-of-way project on public land until you have received an authorized grant from this office. If you have any questions, contact Brandi Perry at 435-781-4494 or bberry@blm.gov.

Sincerely,



Jerry Kenczka
Assistant Field Manager
Lands and Minerals

Enclosures

Issuing Office
Vernal Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

UTU-95371

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 as amended through September 1999 (90 Stat. 2776; 43 U.S.C. 1761). Failure to use your right-of-way for its authorized purpose for any continuous 5-year period creates a presumption of abandonment.
2. Nature of Interest:

- a. By this instrument, the holder:

Grand County Road Department
125 E Center Street
Moab, Utah 84532

receives the right to operate, maintain, and terminate an existing road, maintained as a Class B across public land, known as Moon Ridge Road (Road #209). The length of the road is approximately 5,280-feet. The representative width is 19-feet. The surface disturbance from the Abandoned (ABD) well pad, Moon Canyon #2, is included in the authorization as a turn-around and parking, measuring approximately 300' X 330' (2.27 acres). Any future realignment, reconstruction, or maintenance outside the authorized width except as noted above must be authorized by amending this right-of-way. This authorization is located on public land within the following legal description:

Salt Lake Meridian, Utah
T. 16 S., R. 21 E.,
sec. 9, E½SE¼;
sec. 10, N½SW¼, SE½SW¼ and SW½SE¼;
sec. 15, NW¼NE¼.

- b. The right-of-way area granted herein is:
Road: 5,280-feet in length, 19-feet in width consisting of 2.30 acres, more or less
ABD Well Pad: 300-feet by 330-feet consisting of 2.27 acres, more or less
Total: Approximately 4.57 Acres
- c. This instrument is issued in perpetuity without a termination date unless it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. The provisions of this instrument, to the extent applicable, shall continue in effect and

shall be binding on the holder, its successors, or assigns.

3. Rental:

- a. Grand County is exempt from rental charges pursuant to 43 CFR 2804.16(a).

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof. In accordance with 43 CFR 2807.17(a), prior to suspension or termination, the authorized officer will provide Grand County written notice that such action is being contemplated and the reason(s) why. Grand County will then have a reasonable opportunity to cure the noncompliance.
- c. Each grant issued pursuant to the authority of paragraph (1) for a term of 20 years or more, shall at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. Grand County agrees to indemnify and hold harmless the United States, its successors, and assigns, its officers, agents and employees for any and all damages and claims for damages of every description or kind whatsoever which may result from the exercise of the privileges and rights granted by this right-of-way grant.
- e. Normal maintenance activities are authorized under the terms of this right-of-way grant and will be confined to within the boundaries authorized by this right-of-way grant. All trash, litter, etc. occurring as a direct result of maintenance activities will be removed from public land upon completion of the maintenance activity. Should Grand County wish to reconstruct, modify, relocate, or change the surface type of any portion of the right-of-way authorized by this grant, the prior written approval of the BLM must be obtained.
- f. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public land shall be immediately reported to the authorized officer. Grand County shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. Grand County will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

- g. Upon discovery or notification of unauthorized disposal of hazardous materials or accidental spills, Grand County will:
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 - ii. Respond to any emergency that may exist within the right-of-way to protect public health and safety.

- h. Grand County will comply with all applicable Federal, state, and county regulations for control of noxious weeds.

Reclamation, Rehabilitation, and Termination:

- i. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant.
- j. The holder shall contact the authorized officer at least 48 hours prior to the anticipated start of reclamation activities. The authorized officer may require and schedule a pre-reclamation conference with the holder prior to the holder's commencing of reclamation activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with reclamation activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant, including the plan of development and/or reclamation plan. Please contact the BLM Vernal Field Office at 435-781-4400 and ask for a member of the Realty Staff regarding the pre-reclamation conference.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

(Signature of Holder)

(Signature of BLM Authorized Officer)

(Title)

Assistant Field Manager, Lands and Minerals

(Title)

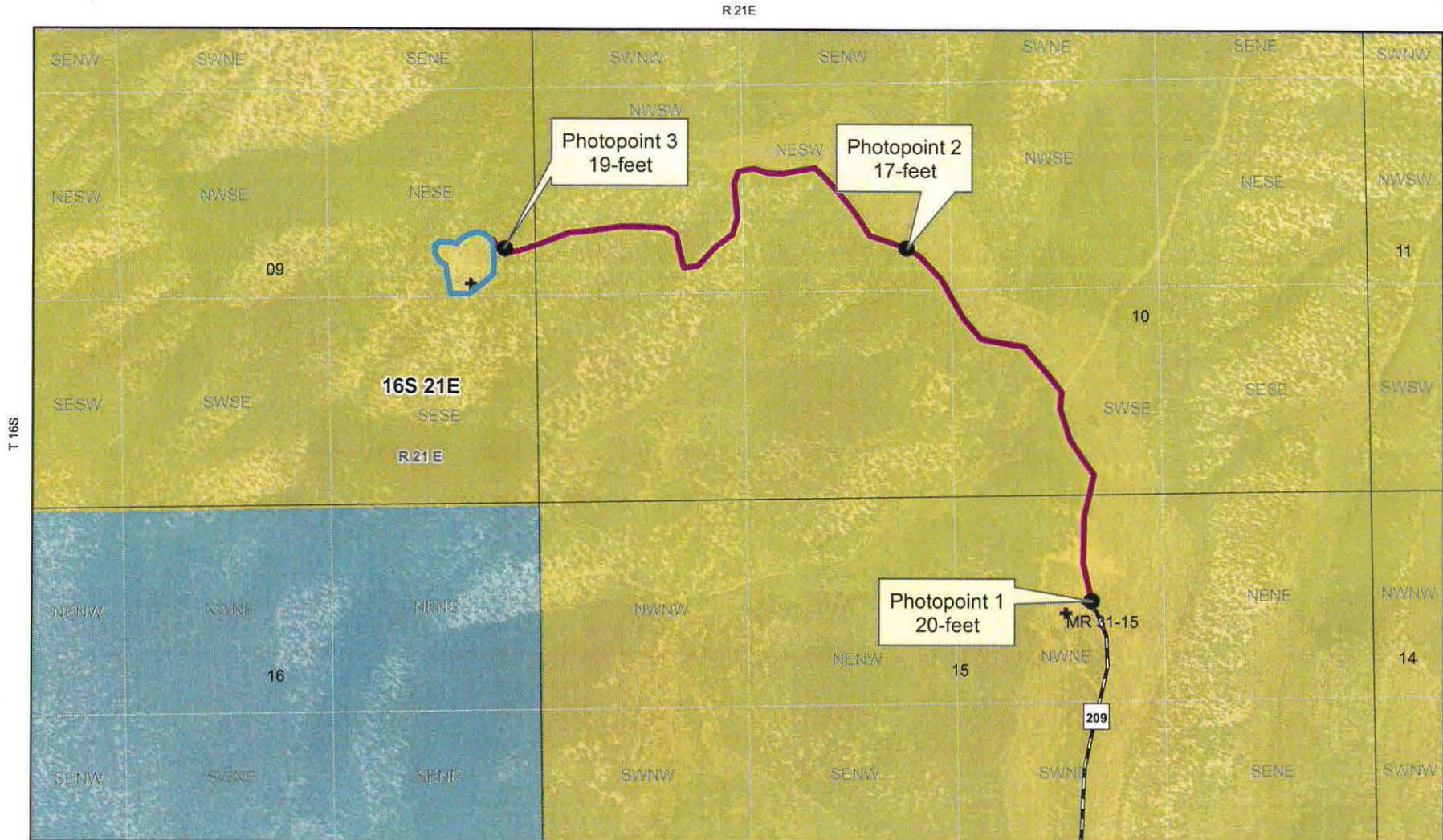
(Date)

(Effective Date of Grant)

11/3/2020

UTU-95371

BLM



No warranty is made by the BLM for use of the data for purposes not intended by the BLM.

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Issuing Office
Vernal Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

UTU-95371

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 as amended through September 1999 (90 Stat. 2776; 43 U.S.C. 1761). Failure to use your right-of-way for its authorized purpose for any continuous 5-year period creates a presumption of abandonment.
2. Nature of Interest:

- a. By this instrument, the holder:

Grand County Road Department
125 E Center Street
Moab, Utah 84532

receives the right to operate, maintain, and terminate an existing road, maintained as a Class B across public land, known as Moon Ridge Road (Road #209). The length of the road is approximately 5,280-feet. The representative width is 19-feet. The surface disturbance from the Abandoned (ABD) well pad, Moon Canyon #2, is included in the authorization as a turn-around and parking, measuring approximately 300' X 330' (2.27 acres). Any future realignment, reconstruction, or maintenance outside the authorized width except as noted above must be authorized by amending this right-of-way. This authorization is located on public land within the following legal description:

Salt Lake Meridian, Utah
T. 16 S., R. 21 E.,
sec. 9, E $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 10, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 15, NW $\frac{1}{4}$ NE $\frac{1}{4}$.

- b. The right-of-way area granted herein is:
Road: 5,280-feet in length, 19-feet in width consisting of 2.30 acres, more or less
ABD Well Pad: 300-feet by 330-feet consisting of 2.27 acres, more or less
Total: Approximately 4.57 Acres
- c. This instrument is issued in perpetuity without a termination date unless it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. The provisions of this instrument, to the extent applicable, shall continue in effect and

shall be binding on the holder, its successors, or assigns.

3. Rental:

- a. Grand County is exempt from rental charges pursuant to 43 CFR 2804.16(a).

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof. In accordance with 43 CFR 2807.17(a), prior to suspension or termination, the authorized officer will provide Grand County written notice that such action is being contemplated and the reason(s) why. Grand County will then have a reasonable opportunity to cure the noncompliance.
- c. Each grant issued pursuant to the authority of paragraph (1) for a term of 20 years or more, shall at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. Grand County agrees to indemnify and hold harmless the United States, its successors, and assigns, its officers, agents and employees for any and all damages and claims for damages of every description or kind whatsoever which may result from the exercise of the privileges and rights granted by this right-of-way grant.
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IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

(Signature of Holder)

(Signature of BLM Authorized Officer)

(Title)

Assistant Field Manager, Lands and Minerals

(Title)

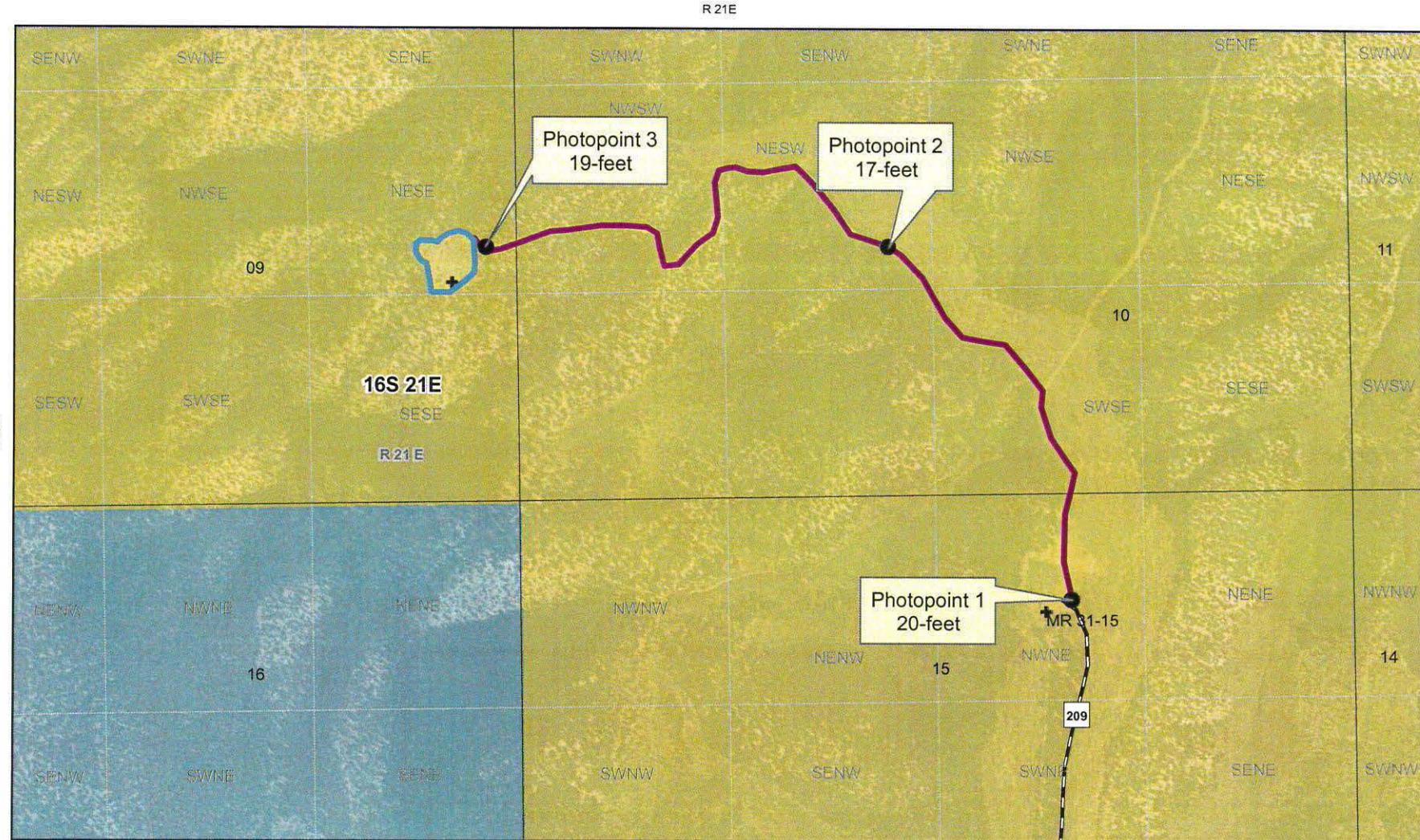
(Date)

(Effective Date of Grant)

11/3/2020

UTU-95371

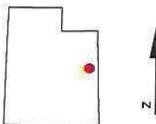
BLM



Access Road Representative Width: 19-feet

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United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Vernal Field Office
170 South 500 East
Vernal, UT 84078

JAN 07 2021

In Reply Refer To:
2800 (LLUTG01000)
UTU-94847

CERTIFIED MAIL – RETURN RECEIPT
7018 0040 0000 7946 2903

DECISION

Grand County Road Department	:	Right-of-Way
125 E Center Street	:	UTU-94847
Moab, Utah 84532	:	

Processing Determined
Monitoring Fee Determined
Rental Determined
Right-of-Way Grant UTU-94847 Offered

Enclosed are two copies of an unsigned right-of-way (ROW) grant for your “as is where is,” Class B-Maintained, Steer Ridge Road (Road #211), and the Abandoned well pad, Segundo 23-4. This ROW has been serialized under UTU-94847. Please review the document and if it meets with your approval, sign and date both copies and return to the address shown above. Upon our receipt of the signed documents and the fees discussed below, we will issue the ROW grant, absent any other unresolved issues.

These forms must be signed and dated by an authorized representative of Grand County.

In addition and in accordance with 43 CFR 2804.16, Grand County is exempt from paying processing and monitoring fees.

In addition and in accordance with 43 CFR 2806.10(A)(2), under what circumstances am I exempt from paying rent if, “You are a Federal, state, or local government or its agent or instrumentality.”

Please return **BOTH** signed copies of the grant, within **30 days** of receipt of this letter. If these requirements are not met, your application may be denied.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 or 43 CFR 2881.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

Please be aware that you may not conduct any activities related to your right-of-way project on public land until you have received an authorized grant from this office. If you have any questions, contact Brandi Perry at 435-781-4494 or bperry@blm.gov.

Sincerely,



Jerry Kenczka
Assistant Field Manager
Lands and Minerals

Enclosures

Issuing Office
Vernal Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

UTU-94847

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2. Nature of Interest:

- a. By this instrument, the holder:

Grand County Road Department
125 E Center Street
Moab, Utah 84532

receives the right to operate, maintain, and terminate an existing road, maintained as a Class B across public land, known as Steer Ridge Road (Road #211). The length of the road is approximately 2,376-feet. The representative width is 19-feet. The surface disturbance from the Abandoned (ABD) well pad, Segundo 23-4, is included in the authorization as a turn-around and parking, measuring approximately 85' X 250' (0.49 acres). Any future realignment, reconstruction, or maintenance outside the authorized width except as noted above must be authorized by amending this right-of-way. This authorization is located on public land within the following legal description:

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- b. The right-of-way area granted herein is:
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ABD Well Pad: 85-feet by 250-feet consisting of 0.49 acres, more or less
Total: Approximately 1.53 Acres
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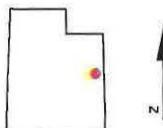
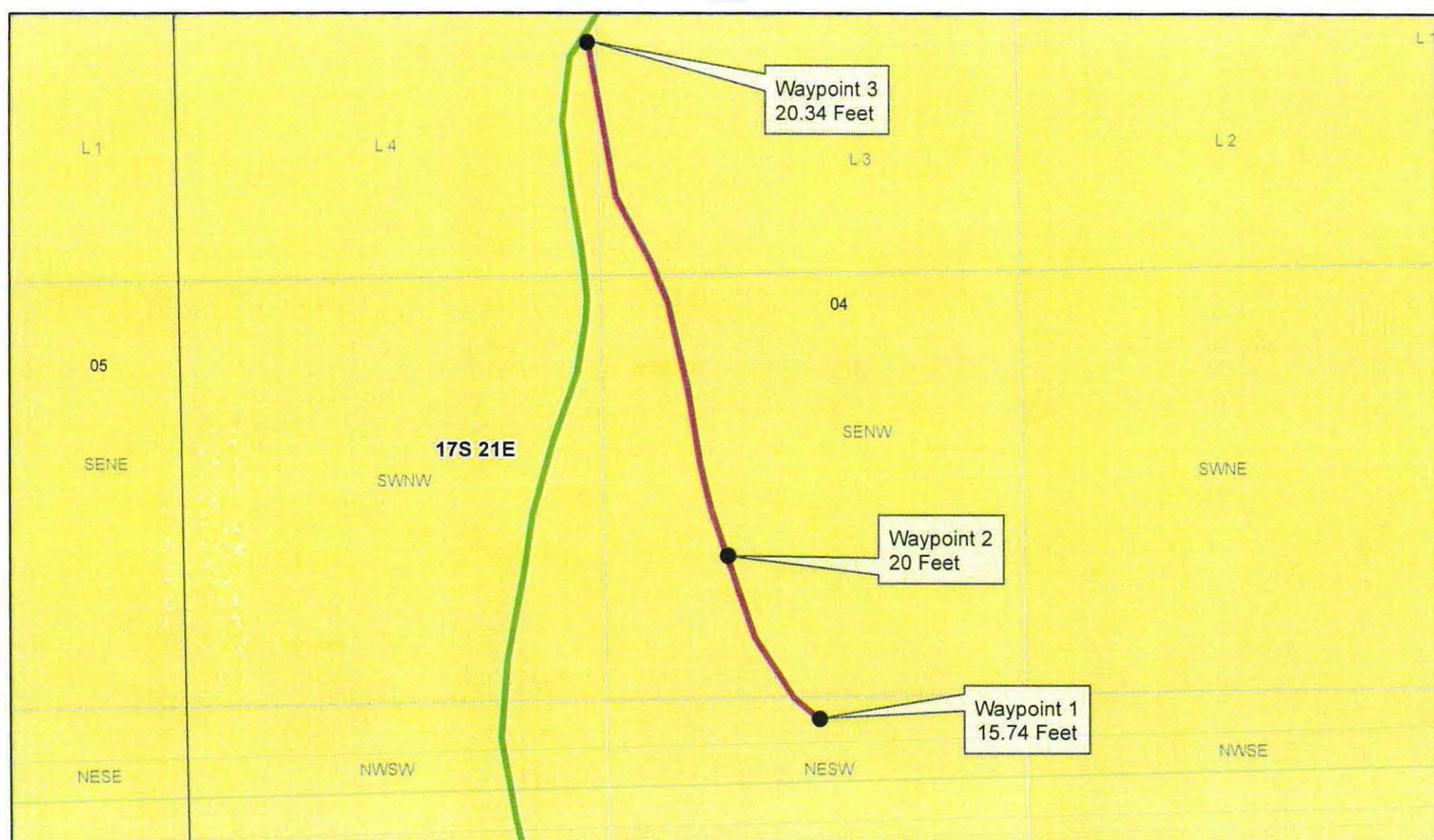
(Date)

(Effective Date of Grant)

7/9/2020

UTU-94847

B
E
N



Legend

- Steer Ridge Class B Road
— ROW UTU-94847

Representative Width: 19-feet

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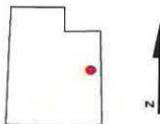
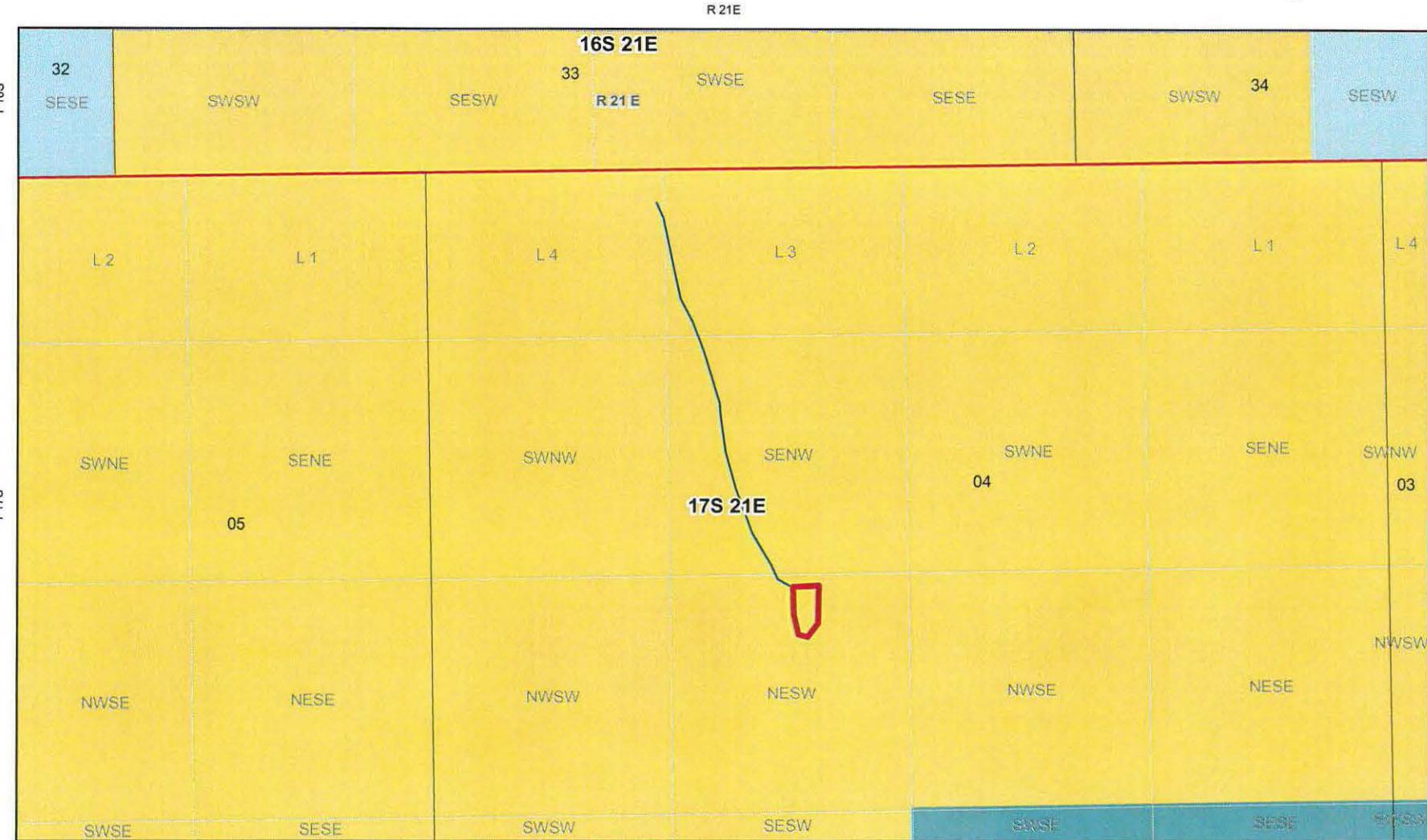


UTU-94847

Steer Ridge Road

1/6/2021

BLM



Access Road
ABD Well Pad

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Issuing Office
Vernal Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

UTU-94847

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(Title)

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(Title)

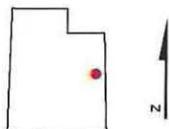
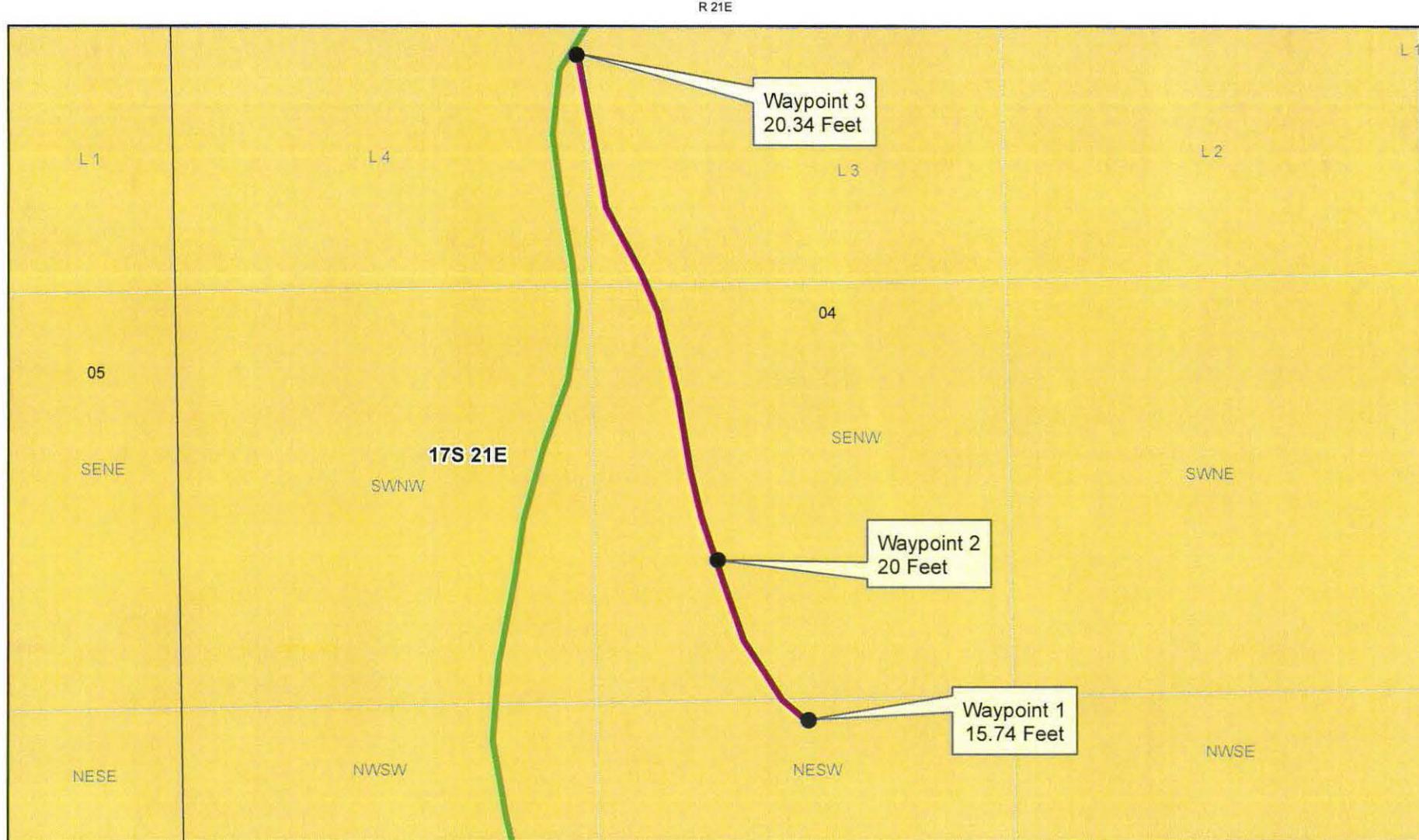
(Date)

(Effective Date of Grant)

7/9/2020

UTU-94847

BLM



Legend

- Steer Ridge Class B Road
- ROW UTU-94847

Representative Width: 19-feet

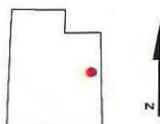
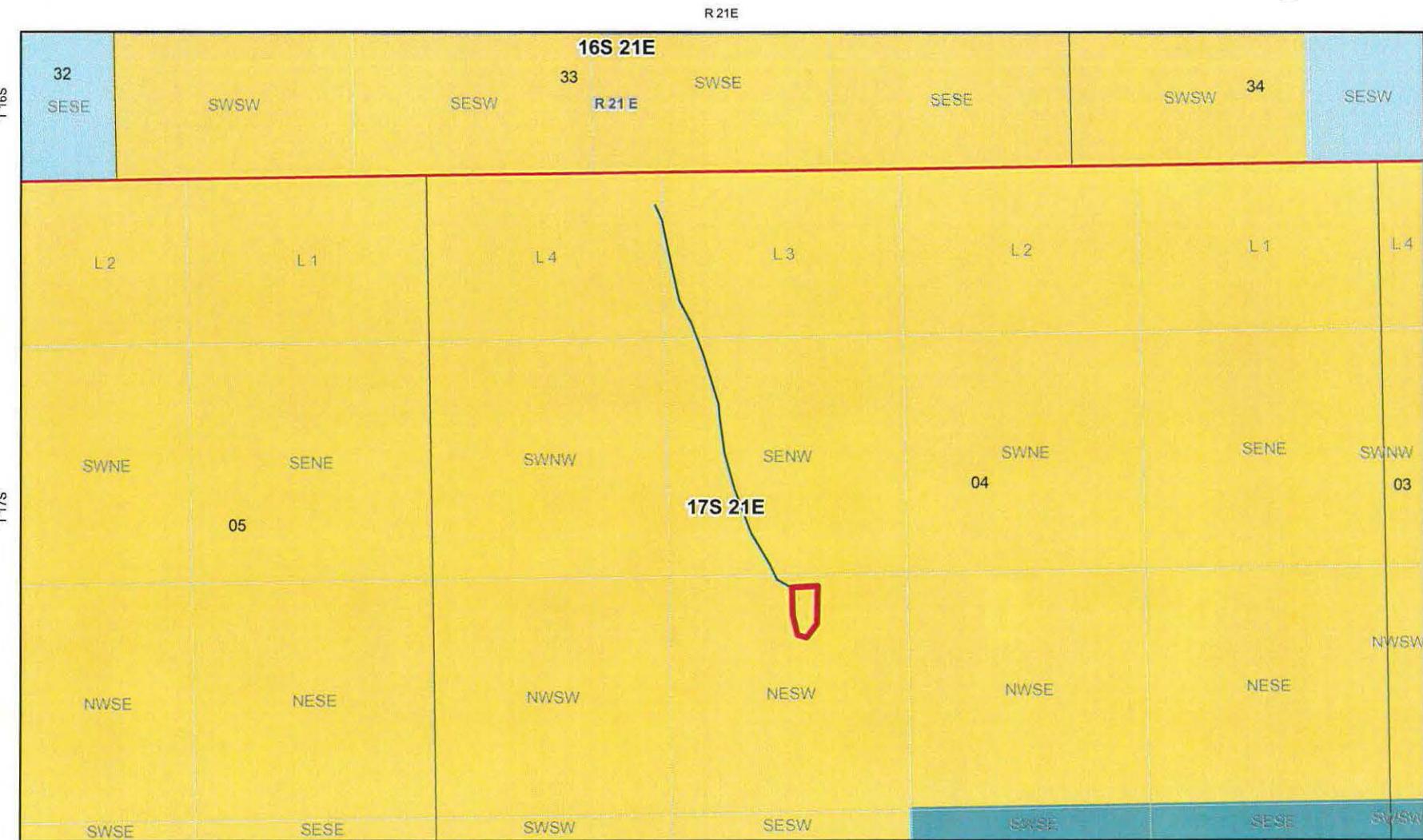
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1/6/2021

UTU-94847
Steer Ridge Road



Access Road
ABD Well Pad

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BLM

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 2, 2021

Agenda Item: M

TITLE:	Approving Enterprise lease schedule for Sheriff's Office vehicles
FISCAL IMPACT:	\$180,000 within Budget
PRESENTER(S):	Chris Baird (Commission Admin); Cody E. McKinney Fleet Manager Grand County

Prepared By:

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

RECOMMENDATION:

I move to pre-approve Enterprise Lease Schedules for up to 20 Sheriff's office vehicles with equipment and not to exceed \$180,000.

BACKGROUND:

The Enterprise Master lease agreement has been approved, and we are moving forward with the vehicle schedules. As vehicles become available there is a need to be able to purchase/lease them in a timely fashion. This motion would pre-approve up to 20 lease schedule not to exceed the budgeted amount of \$180,000.

ATTACHMENT(S):

FOR OFFICE USE ONLY:

Attorney Review:

N/A

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

FEBRUARY 2, 2021

Agenda Item: N

TITLE:	Approving Independent Contractor Agreement with EFG Consulting, LLC of for Internal Auditor Annual Services
FISCAL IMPACT:	\$9,500 (budgeted)
PRESENTER(S):	Cody Deeter, EFG Consulting and Chair McGann

Prepared By:

Mallory Nassau
Assoc. Commission
Administrator

FOR OFFICE USE ONLY:

Attorney Review:

Insurance amounts
approved by County
Attorney

SUGGESTED MOTION:

I move to approve the Independent Contractor Agreement with EFG Consulting, LLC of for Internal Auditor Annual Services.

BACKGROUND:

The county's Audit Committee is comprised of three County Commission Members and they are charged with taking measures to help eliminate and prevent any fraud from occurring within the organization. In January 2019, the County Commission adopted Resolution 3165 which lays out the purpose of the Audit Committee and includes an exhibit as to internal and external auditor responsibilities. In 2020, the Commission approved a contract with EFG Consulting LLC. Grand County would like to contract with EFG Consulting LLC for internal audit services in 2021 with the added option to extend the contract annually for up to five years.

Internal Auditor Annual Service to the Grand County Audit Committee

- Review cash receipting and deposit procedures, including proper separation of duties, and provide recommended adjustments to policy
- Review payroll procedures and recommend adjustments
- Meet with Audit Committee as needed
- Recommend to the Audit Committee a process to determine selection of audit of internal department controls

ATTACHMENT(S):

- Independent Contractor Agreement with EFG Consulting LLC.
(2.2.2021)

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this **2nd day of February 2021** (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and **EFG Consulting, LLC, a Utah limited liability company located at 918 N 1380 E Tooele, UT 84074** (the “Contractor”).

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. SERVICES. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as ***Exhibit A*** (the “Services”):

**Internal Auditor Annual Service
to the
Grand County Audit Committee**

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall complete the Services on the following schedule (the “Project Schedule”):

All meetings and work complete by December 1 of each year of this contract

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. TERM OF AGREEMENT. This Agreement shall begin on the Effective Date and shall expire on or before **December 1, 2021** unless terminated earlier by either party as provided below. This Agreement can be extended on an annual basis by the County through December 2025.

4. PAYMENT.

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: **\$9,500.00** (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.
5. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same.
6. CONTRACTOR, DEFINED.
 - a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
 - b. No Third Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
 - c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor’s employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
7. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.
8. REPRESENTATIONS AND WARRANTIES.
 - a. Legal Compliance. Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor’s performance hereunder shall not conflict with any other Agreements to which Contractor may

be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

9. INSURANCE.

- a. General. Prior to Contractor's commencement of the Services, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better and provide a copy of each Certificate of Insurance to the County:
 - i. *Commercial General Liability* with coverage not less than \$1 million each occurrence with a \$1 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;
 - ii. *Professional Liability* with coverage of not less than \$1 million each claim and \$2 million aggregate;
 - iii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$100,000 for bodily injury caused by accident and \$100,000 for bodily injury by disease; and
 - iv. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.
 - b. Certificates of Insurance. Each Certificate of Insurance shall provide the following: a) designation of the County as an Additional Insured; b) requirement that Insurer provide the County at least thirty (30) days' prior written notice of cancellation and termination of the County's coverage thereunder; and c) an endorsement for Waiver of Subrogation. Contractor shall provide a copy of the Certificate of Insurance to the County prior to commencing the Services.
10. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Work in accordance with the

provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Work without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

11. TERMINATION OF AGREEMENT.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Work. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Work and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Work properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.
- b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.
- c. Effect of Termination. In the event of termination under this Section, this Agreement (other than Sections 9 through 12 and 15, which survive termination under law), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

12. INDEMNIFICATION.

The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

13. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

14. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

15. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

16. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

17. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

18. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

19. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

20. UNDERSTANDING AND EFFECT OF AGREEMENT.

- A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.
- B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

21. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

22. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

23. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

24. BINDING EFFECT, AMENDMENT. This Agreement and related documents, including the RFP and Project Documents, when properly accepted by the County, shall constitute a contract equally binding between the County and Contractor. This Agreement may be amended only upon mutual written agreement of the Parties.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature

Printed Name of Contractor and Title

Date

County Signature

Chair, Grand County Commission

Date

ATTEST:

Grand County Clerk/Auditor

Date

Contact Information

Contractor's Contact Information

Name: Cody Deeter, EFG Consulting, LLC
Title: Proprietor
Address: 918 N 1380 E Tooele, UT 84074
Phone: (801) 258-1926
Fax:
Email: cody@efg-consulting.com

County's Assigned Project Manager

Name: Commission Member McGann
Title: Grand County Audit Committee
Address: 125 E. Center Street, Moab, UT
Phone: 435-259-1342
Fax: 435-259-2574
Email: mmcgann@grandcountyutah.net

Exhibit A
Services

Contractor herewith agrees to perform the Services as set forth in this Exhibit.

**Scope of Work for Internal Auditor Annual Service to the
Grand County Audit Committee**

- **Review cash receipting and deposit procedures, including proper separation of duties, and provide recommended adjustments to policy**
- **Review payroll procedures and recommend adjustments**
- **Meet with Audit Committee as needed**
- **Recommend to the Audit Committee a process to determine selection of audit of internal department control**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kathy Avery
Banasky Insurance, Inc. 891 Baxter Drive		PHONE (A/C, No, Ext): (801) 748-1009 FAX (A/C, No): (801) 748-0782
South Jordan UT 84095		E-MAIL ADDRESS: kathy@Banasky.com
		INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A: Travelers Casualty Insurance Co. of America 19046
INSURED		INSURER B: United States Liability Insurance Company 25895
EFG Consulting, LLC 918 North 1380 East		INSURER C:
Tooele UT 84074		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: CL202519541 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>			6800L435645	06/27/2020	06/27/2021	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000							
	MED EXP (Any one person)	\$ 5,000							
	PERSONAL & ADV INJURY	\$ 1,000,000							
	GENERAL AGGREGATE	\$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000							
	OTHER:	\$							
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6800L435645	06/27/2020	06/27/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	BODILY INJURY (Per person)	\$							
	BODILY INJURY (Per accident)	\$							
	PROPERTY DAMAGE (Per accident)	\$							
	OTHER:	\$							
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTHE- R	
	E.L. EACH ACCIDENT						\$		
	E.L. DISEASE - EA EMPLOYEE						\$		
	E.L. DISEASE - POLICY LIMIT						\$		
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
Additional Insured with regard to General Liability and Auto Liability when required by written contract: Grand County.									
Waiver of Subrogation with regard to General Liability and Auto Liability when required by written contract applies in favor of: Grand County.									
CERTIFICATE HOLDER				CANCELLATION					
Grand County 125 East Center Street				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Moab UT 84532				AUTHORIZED REPRESENTATIVE <i>Nancy Oliver</i>					

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
 - B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers
 - C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
 - D. Incidental Medical Malpractice
 - E. Blanket Waiver Of Subrogation
- PROVISIONS**
- A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**
- The following is added to **SECTION II – WHO IS AN INSURED**:
- Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:
- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
 - b. Such subsidiary is not an insured under similar other insurance.
- No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:
- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
 - b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.
- For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:
- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.
- B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**
- The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:
- Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.
- C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**
1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:
- Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

COMMERCIAL GENERAL LIABILITY

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

POLICY NUMBER: 680-0L435645-19-42

EFFECTIVE DATE: 06/27/2019

ISSUE DATE: 02/05/2020

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

*	IL T0 07 09 87	CHANGE ENDORSEMENT
	PN U3 20 04 19	LIBERALIZATION LETTER - GENERAL LIABILITY PRODUCT
	IL T0 19 02 05	MODERNIZATION
	IL T0 25 08 01	COMMON POLICY DECLARATIONS
	MP T0 01 02 05	RENEWAL CERTIFICATE
*	IL T8 01 01 01	BUSINESSOWNERS COVERAGE PART DECLARATIONS
	IL T3 15 09 07	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
		COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 05 02 05	AMENDATORY PROVISIONS - OFFICES
MP T3 67 08 15	PROFESSIONAL SERVICES PREMIER ENDORSEMENT
MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS
MP T5 34 05 10	PERSONAL PROP COV ENHANCEMENTS UTAH CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY	
CG T1 00 02 19	COVERAGE FORM CG T1 00 02 19	
CG D3 09 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM	
	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS	
	HAZARD	
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC	
*	CG T4 91 11 88	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
	CG D8 42 02 19	XTEND ENDORSEMENT FOR SMALL BUSINESSES
	MP T1 25 11 03	Hired Auto and Non-Owned Auto Liability
	CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
	CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION
	LAWS	
CG D6 39 05 12	EXCLUSION - PROFESSIONAL FINANCIAL SERVICES	
CG D1 42 02 19	EXCLUSION - DISCRIMINATION	

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-01435645-19-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 02/05/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

GRAND COUNTY

125 EAST CENTER STREET
MOAB UT 84532

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

80107000037000142



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2ND, 2021

Agenda Item: O

TITLE:	Approving reorganizing the OSTA Business Coordinator (Grade 7) to the OSTA Administrative Assistant (Grade 5), and approving recruitment and hiring.
FISCAL IMPACT:	Approx. \$3,000 savings in Salary and Benefits
PRESENTER(S):	Renee Baker, Personnel Services Director and Angie Book, OSTA Director

Prepared By:
Renee Baker
Personnel Services
Director
435-259-1323
rbaker@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the reorganization of the OSTA Business Coordinator at Grade 7 to the OSTA Administrative Assistant at a Grade 5 and approve the recruitment and hiring of the Admin Assistant position effective 2/3/2021.

BACKGROUND:

The OSTA Business Coordinator was a full time position created in 2019, with the purpose of assisting the OSTA Director in the business side and event planning at the Arena. With the department changes this year, it has been determined that the original administrative assistant role will better suit the department's needs in the future. The grade has been selected based on the market data and the other Admin Assistant roles across the County Departments and returning it to the original job description.

ATTACHMENT(S):

- OSTA ADMIN ASST. JOB DESCRIPTION (APPROVED 9/2017)
- OSTA BUSINESS COORDINATOR JOB DESCRIPTION (APPROVED 1/2019)
- 2021 GRADE AND STEP CHART



Grand County

Job Description

Title:	Administrative Assistant	Job Code:	2210
Division:	Administration	Effective Date:	09/2017
Department:	Old Spanish Trail Arena	Last Revised:	

GENERAL PURPOSE

Performs a variety of **administrative support and complex clerical duties** to help expedite the day-to-day functions, processes and business operations of the Old Spanish Trail Arena. Assists with general custodial requirements as needed.

SUPERVISION RECEIVED

Works under the general supervision of the Arena Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Greets visitors, answers telephone, provides information requiring knowledge of County and OSTARC policies and procedures and fee schedules, handles complaints, and refers concerns to appropriate persons

Performs confidential secretarial duties and corresponds with businesses, public agencies and citizens regarding County and OSTARC information and needs; draws up event contracts; attends meetings when assigned.

Develops and maintains filing systems, controls records and takes minutes of meetings; drafts and prepares letters, reports, statements and sends invoices to event holders; receives and responds to incoming mail.

Manages calendars, coordinates event bookings, coordinates events and ensures no event is double booked. Collects event fees and documents; schedule use of venues including arena's conference room, ball fields, stall bookings and helps prepare the venues for events.

Manages updates to OSTARC website; assists with the preparation and development of media promotions to market OSATA venues and resources; performs data gathering and research for advertising; recommends mediums for advertising; seeks out events for OSTARC; advises manager of possible improvements to procedures.

Purchases materials and equipment, hires/rents equipment and checks delivery schedules for timeliness; maintains inventories and orders supplies and materials; receives deliveries and arrange off-loading of deliveries.

Collaborates and assists other departments to accomplish OSTARC and County objectives

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:
 - A. Graduation from high school;
AND
 - B. Three (3) years' experience performing administrative support duties including training related to word processing, office procedures, telephone skills, and interpersonal communication duties;
OR
 - C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

Working knowledge of modern office practices and procedures; office equipment including postage machine, digital imager, scanner, printers and calculator.

Skill in reading, writing, and basic math. Computer programs, including Microsoft Word, Excel, Power Point, Adobe Acrobat Professional, Adobe Acrobat 9 Professional, Microsoft Publisher and Internet use; document composition.

Ability to Follow verbal and written instructions; handle numerous tasks concurrently; maintain cooperative relationships with those contacted in the course of work activities; effectively prioritize and manage own work schedule; communicate verbally and in writing; maintain records, files, and reports; use correct grammar, spelling, and punctuation; make independent judgments and effectively direct the work of others; establish effective working relationships with staff and general public; demonstrate initiative in problem solving and ability to prioritize workload without constant supervision; recognize and keep confidential information; use tact and self-control when communicating.

3. Special Qualifications:

Must pass post-employment offer physical, drug test and background examination.

Must be willing to participate in random drug screening.

Must complete a 12-month orientation/introductory period. Must possess a valid Utah driver's license.

4. Work Environment:

Incumbent of the position performs in a typical office setting with appropriate climate controls working for sustained periods of time maintaining concentrated attention to detail. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting and reaching. Occasional minor lifting generally not to exceed 30 lbs. Continuous talking, hearing and seeing required in the normal course of performing the job. Common eye, hand, finger dexterity required to perform essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Periodic evening meeting attendance required in normal course of job performance. Occasional travel outside of the Moab/Grand County area.

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I _____ have reviewed the above job description. Date _____
(Employee)



Grand County

Job Description

Title:	Business Coordinator	Job Code:	2215
Division:	Administration	Effective Date:	1/1/2020
Department:	Old Spanish Trail Arena Recreation Center	Last Revised:	12/2019
Grade:	7		

GENERAL PURPOSE

Performs a wide variety of **complex clerical and administrative support duties** as needed to expedite the daily processes and statutory obligations of the Old Spanish Trail Arena.

SUPERVISION RECEIVED

Works under the general supervision of the Director of the Old Spanish Trail Arena.

SUPERVISION EXERCISED

Event Managers/Customers. Main point of contact for all customers.

ESSENTIAL FUNCTIONS (All of the Following) This is a fast paced, multi-tasking position.

Accounts Payable: Prepares invoices for payment by receiving, checking the accuracy and appropriateness of all invoices, verifies that they have not previously been authorized for payment and authorizes for payment and includes supporting documentation, adding account code to invoices for payment to Grand County Clerk for inclusion in timely payment of county bills. .

Maintains accounts payable tracking and filing system for related documents; updates account, vendor and/or customer records; regularly inputs information from vouchers to the accounts payable database and runs updates to the general ledger.

Responds to telephone inquiries from County vendors, County employees, and outside vendors regarding invoices, pricing and events.

Collaborates with all County department supervisors, department heads and elected officials regarding billing.

Accounts Receivable: Prepares and maintains accounts receivable data and monitors accounts to ensure timely billing and payment receipts. Tracks all booking fees, non-refundable deposits, security deposits and final event payments. Receives and receipts cash and checks; posts transactions details into general ledger accounts and tracking of overnight stall fees, parking fees, and camping fees. Solicits overdue fees directly from customers. Closes out ledgers and balance daily and makes deposit with Clerk's Office

Travel Coordinator: Coordinates travel plans and travel expenses for OSTA employees; reviews travel authorization form for accuracy and completeness; arranges and books registrations, hotels, airfare, car rentals and Per Diems; keeps accurate accounting records and receipts that substantiate travel expenses.

Documents & Records: Assists in the management of various permanent records such as contracts, ordinances and resolutions, assures proper filing of records, monitors access to records and files, makes copies and distributes according to government records management laws and guidelines. Creates event agreements with event coordinator, and manage all needs of each individual event. Scheduling of events, making sure there are no conflicts with other events, or overlapping issues with arena prep. Scheduling of overnight stall rentals, and camping. Insurance – responsible to ensure that each event has proper insurance. Track all events- Spreadsheets of events need to be sent to multiple companies, media, vendors, and council; along with maintaining impact reports for council. Scans and indexes various permanent records such as contracts, agreements, ordinances, resolutions, according to government records management laws and guidelines. Track and monitor all utility bills and usage, report to Director any abnormalities. Submit itemized report to Rec Board for payment. Track and maintain OSTA employee training logs. Maintain records of all door codes, and entering/deletion of door codes. Maintaining inventory supply list for cleaning/toiletries supplies.

Purchasing: Purchasing of equipment, and materials needed for projects, grounds and building maintenance. This includes requesting bids/proposals for larger items, and looking for the highest quality at the lowest price.

Assets: Responsible for managing OSTA property and equipment inventory records including maintaining computerized asset records and overseeing the physical inventories and tagging of equipment.

Procurement & Budget Tracking: Prepares a variety of financial reports; performs account analysis and reconciliation, closely monitors budgets maintaining compliance of County procurement policies-reports budget status and anomalies to Director; provides specifications and to vendors and liaises with department heads as directed.

Meetings and Official Functions: Required to attend and transcribe minutes of Director's, OSTA Advisory Committee and Recreation Board meetings and assists in the updating and maintenance of committee agendas, assignments, and records of member terms. Responsible for updating of the Utah Public Notice Website and newspapers with vacancies and meeting information. Assists the Director with producing the monthly agenda's for the Advisory Committee, reports for the Recreation Board and Council presentations. Maintain and track all committee member's applications, and terms.

Email/Social Media Sites: Maintaining of both county email and OSTA events email, need to manage both email accounts. Responsible for Social Media sites, currently (2) Facebook and Instagram. Maintains and monitors Social Media sites, and advertises with upcoming events with pictures of current events and social media posts.

Business Licenses: Create and track temporary business licenses for vendors that are required to have them and collect associated fees.

Customer Service/Point of Contact: Responsible to greet and assist customers at the facility and on the telephone and promptly responds to inquiries related to the functions of OSTA. Directs other callers to the proper office or individual. This also includes giving tours, and or suggestions for possible events held on OSTA grounds. Need to have skills/knowledge on how to handle disgruntle/aggressive customers.

Sales and Marketing: Works to obtain directors financial goals. Markets the facility through social media posts, magazine advertising, telephone and email contacts and leads from other facilities etc.

General Support: Performs a variety of other departmental support tasks and all other related duties as assigned by Director, including assisting the duties of other OSTA staff. Knowledge of setting up electrical/sound system/timing equipment. Meeting with local law enforcement to review each event safety needs.

On Call / After hour meetings: Works after hours to respond to an event-holders needs at the arena. Responds to emergency situations at the arena when requested. Working events when requested for security, cleaning, removal of garbage, and general support for the ongoing event.

Performs related duties as required

MINIMUM QUALIFICATIONS

1. Education and Experience:
 - A. Graduation from high school; plus, one (1) year of specialized training in accounting, finance, bookkeeping or related field;
AND
 - B. Three (3) years of experience related to above duties; preferably in governmental accounting;
OR
 - C. An equivalent combination of education or experience.
2. Knowledge, Skills, and Abilities:

Knowledge of county fiscal practices and procedures; general office practices, procedures and equipment; office machines and filing systems; budgetary principles; complex bookkeeping and accounting techniques most appropriate to county government; interrelationships of all county departments; basic filing systems, alpha and numeric.

Skills the operation of Computers, calculators, fax machines, copy machines, telephones. Microsoft applications including Google docs/sheets, Word and Excel; document and report composition; establishing and maintaining effective working relationships with State, Federal, and other local officials, elected officials, and co-workers; use of complex wireless systems.

Ability to follow complex instructions; learn official document formats; work quickly and accurately with figures; perform basic mathematical computations; work under time pressures in meeting deadlines; communicate effectively, verbally as well as in writing.
3. Special Qualifications:

Must complete a twelve-month introductory/orientation period as a prerequisite to this position.
Must successfully pass and maintain all requirements of criminal history background checks.
Must successfully complete pre-employment drug screening.
Must possess a valid Utah Driver's license.
4. Work Environment:

Workers in the position perform in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Talking, hearing and seeing essential to completion of essential functions. Good work speed required performing keyboard operations. Common eye, hand, finger, leg and foot dexterity exist. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating and intuitive thinking; guided and creative problem solving.

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I _____ have reviewed the above job description. Date _____
(Employee)

**2021 APPROVED Grade and Step Chart
WITH 1.4% COLA**

Column1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Grade 1	15.0199	15.4705	15.9346	16.4127	16.9050	17.4122	17.9345	18.4726	19.0268	19.5976	20.1855	20.7911	21.4148	22.0572	22.7189
Grade 2	15.7709	16.2440	16.7313	17.2333	17.7503	18.2828	18.8313	19.3962	19.9781	20.5774	21.1948	21.8306	22.4855	23.1601	23.8549
Grade 3	16.5594	17.0562	17.5679	18.0949	18.6378	19.1969	19.7728	20.3660	20.9770	21.6063	22.2545	22.9221	23.6098	24.3181	25.0476
Grade 4	17.3874	17.9090	18.4463	18.9997	19.5697	20.1568	20.7615	21.3843	22.0259	22.6866	23.3672	24.0682	24.7903	25.5340	26.3000
Grade 5	18.2568	18.8045	19.3686	19.9497	20.5482	21.1646	21.7996	22.4535	23.1271	23.8210	24.5356	25.2717	26.0298	26.8107	27.6150
Grade 6	19.1696	19.7447	20.3371	20.9472	21.5756	22.2228	22.8895	23.5762	24.2835	25.0120	25.7624	26.5352	27.3313	28.1512	28.9958
Grade 7	20.1281	20.7319	21.3539	21.9945	22.6544	23.3340	24.0340	24.7550	25.4977	26.2626	27.0505	27.8620	28.6979	29.5588	30.4456
Grade 8	21.1345	21.7685	22.4216	23.0942	23.7871	24.5007	25.2357	25.9928	26.7726	27.5757	28.4030	29.2551	30.1328	31.0367	31.9678
Grade 9	22.1912	22.8570	23.5427	24.2490	24.9764	25.7257	26.4975	27.2924	28.1112	28.9545	29.8232	30.7179	31.6394	32.5886	33.5662
Grade 10	23.3008	23.9998	24.7198	25.4614	26.2252	27.0120	27.8224	28.6570	29.5167	30.4023	31.3143	32.2537	33.2214	34.2180	35.2445
Grade 11	24.4658	25.1998	25.9558	26.7345	27.5365	28.3626	29.2135	30.0899	30.9926	31.9224	32.8800	33.8664	34.8824	35.9289	37.0068
Grade 12	25.6891	26.4598	27.2536	28.0712	28.9133	29.7807	30.6742	31.5944	32.5422	33.5185	34.5240	35.5598	36.6266	37.7253	38.8571
Grade 13	26.9736	27.7828	28.6163	29.4748	30.3590	31.2698	32.2079	33.1741	34.1693	35.1944	36.2502	37.3377	38.4579	39.6116	40.8000
Grade 14	28.3223	29.1719	30.0471	30.9485	31.8770	32.8333	33.8183	34.8328	35.8778	36.9541	38.0628	39.2046	40.3808	41.5922	42.8400
Grade 15	29.7384	30.6305	31.5494	32.4959	33.4708	34.4749	35.5092	36.5744	37.6717	38.8018	39.9659	41.1649	42.3998	43.6718	44.9820
Grade 16	31.2253	32.1621	33.1269	34.1207	35.1443	36.1987	37.2846	38.4032	39.5553	40.7419	41.9642	43.2231	44.5198	45.8554	47.2311
Grade 17	32.7866	33.7702	34.7833	35.8268	36.9016	38.0086	39.1489	40.3233	41.5330	42.7790	44.0624	45.3843	46.7458	48.1482	49.5926
Grade 18	34.4259	35.4587	36.5224	37.6181	38.7466	39.9090	41.1063	42.3395	43.6097	44.9180	46.2655	47.6535	49.0831	50.5556	52.0722
Grade 19	36.1472	37.2316	38.3485	39.4990	40.6840	41.9045	43.1616	44.4565	45.7902	47.1639	48.5788	50.0362	51.5372	53.0834	54.6759
Grade 20	37.9545	39.0932	40.2660	41.4739	42.7182	43.9997	45.3197	46.6793	48.0797	49.5221	51.0077	52.5380	54.1141	55.7375	57.4096
Grade 21	39.8523	41.0478	42.2793	43.5476	44.8541	46.1997	47.5857	49.0133	50.4837	51.9982	53.5581	55.1649	56.8198	58.5244	60.2801
Grade 22	41.8449	43.1002	44.3932	45.7250	47.0968	48.5097	49.9650	51.4639	53.0078	54.5981	56.2360	57.9231	59.6608	61.4506	63.2941
Grade 23	43.9371	45.2552	46.6129	48.0113	49.4516	50.9352	52.4632	54.0371	55.6582	57.3280	59.0478	60.8193	62.6438	64.5231	66.4588
Grade 24	46.1340	47.5180	48.9435	50.4118	51.9242	53.4819	55.0864	56.7390	58.4411	60.1944	62.0002	63.8602	65.7760	67.7493	69.7818
Grade 25	48.4407	49.8939	51.3907	52.9324	54.5204	56.1560	57.8407	59.5759	61.3632	63.2041	65.1002	67.0532	69.0648	71.1368	73.2709
Grade 26	50.8627	52.3886	53.9603	55.5791	57.2464	58.9638	60.7327	62.5547	64.4314	66.3643	68.3552	70.4059	72.5181	74.6936	76.9344
Grade 27	53.4058	55.0080	56.6583	58.3580	60.1088	61.9120	63.7694	65.6825	67.6529	69.6825	71.7730	73.9262	76.1440	78.4283	80.7811
Grade 28	56.0761	57.7584	59.4912	61.2759	63.1142	65.0076	66.9578	68.9666	71.0356	73.1666	75.3616	77.6225	79.9512	82.3497	84.8202
Grade 29	58.8799	60.6463	62.4657	64.3397	66.2699	68.2580	70.3057	72.4149	74.5874	76.8250	79.1297	81.5036	83.9487	86.4672	89.0612
Grade 30	61.8239	63.6787	65.5890	67.5567	69.5834	71.6709	73.8210	76.0357	78.3167	80.6662	83.0862	85.5788	88.1462	90.7905	93.5143

** APPROVED 12.15.2020 COMMISSION MEETING **

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

FEBRUARY 2, 2021

Agenda Item: P

TITLE:	Approving clarification and temporary restructuring of Budget Advisory Board Member term expirations
FISCAL IMPACT:	
PRESENTER(S):	Tara Collins (Commission Office Assistant), Chris Baird (Comm. Admin)

Prepared By:

Tara Collins
Commission Office
Assistant

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to extend the Budget Advisory Board appointment of Chris Kauffman and Elaine Gizler to December 31, 2021.

BACKGROUND:

ISSUE 1:

The Budget Advisory Board was created on 2-6-2018 by Ordinance 572. In Exhibit A, the members are:

1. County Auditor (permanent)
2. Budget Officer (permanent)
3. Elected Official (not the Attorney)
4. Two County Council members
5. Non-elected Department Head
6. One or two GC voter(s) with interest in budgeting

Further in Ord. 572 Exhibit A, it says “Terms should be staggered so that approximately half of the terms are completed each year.” Also, “Board members, [except permanent ones], may serve up to two consecutive two-year terms.”

The BAB Bylaws, approved 4-17-2018, lay out the same member makeup as above. The Bylaws say: “The members of the Board, . . . , are appointed by the Council at the beginning of each calendar year to serve a term of two (2) years. Initial Board members, however, will be appointed to serve a term from April 2018 through either December 31, 2018 . . . or through December 31, 2019 . . . , as determined by the County Council.” “Terms . . . should be staggered so that approximately half of the terms are completed each year.”

The Minutes from the 3-20-2018 County Council meeting say: “[Item] M. Affirming and approving all seven initial volunteer board appointments to the newly established County Budget Advisory Board to serve staggered terms through 12/31/2018 or 12/31/2019. . . . **MOTION** by Council Member Curtis Wells to appoint [names 6 people] to a **one year term**.”

Ruth Dillon's meeting notes for March 20, 2018 show that Kauffman's and Gizler's terms would end 12-31-2019, and that Council members Trim's and Hawks' terms would end 12-31-2018. Ruth Dillon prepared an agenda summary for a May 15, 2018 Council meeting, where she reiterates the

BAB appointments and the same staggered expiration dates.

I listened to the meeting recording for 3-20-2018, item M. Evan Clapper and Curtis Wells discuss that the term expirations would be staggered between 2018 and 2019, they just need to decide which ones would end in which year, and Curtis Wells clearly states in his motion that the two Council members would expire 12-31-2018, leaving the remaining Board members to expire 12-31-2019 (Chris Kauffman, Elaine Gizler, and the two citizens)

ISSUE 2:

Based on the above, I believe whoever filled in the Boards master chart in the Commission office filled in the wrong expiration dates for Chris Kauffman and Elaine Gizler (they entered 2018). For this reason, Kauffman and Gizler were re-appointed to the Board in January of 2019 (See AS's), a full year earlier than their term actually expired (12-31-2019)

Board members may serve "up to two consecutive two-year terms" (Ord. 572, p. 5). If we let the Jan. 2019 re-appointments of Kauffman and Gizler stand, then they are cheated out of a full year of serving, before their two-term maximum applies. If we ignore or nullify the Jan. 2019 re-appointments, then they will have been serving for a full year (2020) while expired. If we stay on the track created by re-appointing Kauffman and Gizler too early, then the terms of the whole BAB are not staggered. If Kauffman and Gizler are amenable, I suggest a one-time fix of making Kauffman and Gizler's expiration dates 12/31/2021 (an extra year), so that the terms of future appointments fall in line with the intent of the BAB Ordinance and Bylaws.

The Commission recently appointed Commissioners McGann and Walker to the BAB, so their expiration dates will be 12/31/2022.

ATTACHMENT(S):

1. Ord. 572 with Exhibit A (see pgs. 3 and 5, mid-page)
2. Bylaws for the BAB (see pg. 1)
3. Minutes from 3-20-2018 County Council meeting (see pg. 2)
4. Ruth Dillon meeting notes 3-20-2018, pg. 6
5. Agenda Summary for 5-15-2018, Item P.
6. Agenda Summary for Kauffman re-appointment, 1-2-2019
7. Agenda Summary for Gizler re-appointment 1-15-2019

Ord. 572

2-6-2018

EXHIBIT A

THE GRAND COUNTY BUDGET ADVISORY BOARD DUTIES AND FUNCTIONS

Establishment and Purpose.

Section 1. Hereby established is the Grand County Budget Advisory Board (hereafter referred to as the "Board") for the purpose of advising the Grand County Council on matters pertaining to fiscal policies and procedures, and assisting the Grand County Council in fulfilling the statutory responsibilities contained in the Uniform Fiscal Procedures Act for Counties, Utah Code Ann. § 17-36-1 *et seq.*, and as amended.

Board Organization.

Section 1. The Board shall consist of seven voting members and have the following composition.

The Board consists of seven persons:

- The County's Auditor shall be a permanent member of the Board.
- The Board shall contain one additional County Elected Official who is not a Council member and not the Grand County Attorney.
- The Board shall contain two County Council members.
- The Board shall contain one non-elected County Department Head.
- The balance of the Board shall be comprised of the designated Grand County Budget Officer (if not one of the persons listed above) and any other registered Grand County voter(s) with a demonstrated interest in, or professional knowledge of budgeting and finance.

Board Responsibilities.

Section 1. Specifically, the Board performs the following advisory functions on an ongoing basis:

- Serves the Grand County Council in an advisory capacity;
- Provides any other budgetary or financial reports required by the Council;
- Reviews county fiscal policies and procedures and advises the Council as to whether they reflect the Council's goals, expectations and priorities;
- Reviews proposed departmental budgets;
- Helps the Council understand and interpret the financial statements and audit reports;
- Advises the Council on the selection, qualifications, independence and performance of the County's external auditor;

Ord. 572

2-6-2018

Exhibit A

Meeting and Business Activities.

Section 1. Four of the seven voting members of the Board shall constitute a quorum.

Section 2. The Board shall hold regular meetings the date and time of which will be advertised at the beginning of each year within the County and noticed to the local newspaper of record. Meetings shall be in compliance with the Open and Public Meetings Act, Utah Code Ann. § 52-4-101 *et seq.*, and as amended.

Section 3. If the Board is reviewing the internal control environment of a Department or Elected Office of one of the Board members, a separate sub-committee shall be formed consisting of at least 5 of the other Board members to conduct the review. The Board member whose Office or Department is being reviewed shall recuse themselves from any votes regarding the review or recommendations stemming from it.

Section 4. The Board shall use *Robert's Rules of Order* in conducting business at its meetings.

Board Member Appointments.

Section 1. The appointment process for Board Members shall be according to the prescribed process approved by Ordinance or Resolution by the Grand County Council. The appointment of members shall be for a term of two years.

Section 2. The members of the Board, except the County Auditor and the designated Budget Officer, are appointed by the Council at the beginning of each year to serve a term of two years.

Terms should be staggered so that approximately half of the terms are completed each year.

Board members, except the County Auditor and designated Budget Officer, whom are permanent members, may serve up to two consecutive two-year terms.

Vacancies.

Section 1. Vacancies occurring by reason of death, resignation or other cause shall be filled to the date of expiration of the unexpired term by appointment of another person by the County Council.

Removal of Members.

Section 1. The Grand County Council may remove any member of the Board at any time and without cause.

BYLAWS

Approved 4-17-2018

Article I. Name

The name of this organization shall be **Grand County Budget Advisory Board**, herein after referred to as the Board, which is duty constituted by virtue of Ordinance No. 572 adopted by the Grand County Council, State of Utah, and dated February 6, 2018.

Article II. Object

The purpose of this organization shall be to advise the Grand County Council on matters pertaining to fiscal policies and procedures, and assisting the Grand County Council in fulfilling the statutory responsibilities contained in the Uniform Fiscal Procedures Act for Counties, Utah Code Ann. § 17-36-1 *et seq.*, and as amended.

Article III. Members

Section 1. Board Organization. The Board shall consist of seven members:

- The County's Auditor shall be a permanent member of the Board;
- The Board shall contain one additional County Elected Official who is not a Council member and not the Grand County Attorney;
- The Board shall contain two County Council members;
- The Board shall contain one non-elected County Department Head;
- The balance of the Board shall be comprised of the designated Grand County Budget Officer (if not one of the persons listed above) and any other registered Grand County voter(s) with a demonstrated interest in, or professional knowledge of budgeting and finance.

*Should
be
2019?* ← **Section 2. Board Member Appointments.** The members of the Board, except the County Auditor and the designated Budget Officer, are appointed by the Council at the beginning of each calendar year to serve a term of two (2) years. Initial Board members, however, will be appointed to serve a term from April 2018 through either December 31, 2018 (approximately 9 months) or through December 31, 2019 (approximately 21 months), as determined by the County Council. Beginning in January 2020, and each January thereafter, appointment of Board members other than permanent positions shall be made by the County Council to serve a term of two years, and may serve up to two consecutive terms if re-appointed by the County Council; the initial partial year will be counted as if it were a full year. Terms for each Board member are determined by the County Council and should be staggered so that approximately half of the terms are completed each year. Board members, except the County Auditor and designated Budget Officer, whom are permanent members, may serve up to two consecutive two-year terms.

Section 3. Board Recommendations. In January of the year following expiring terms, the Grand County Council will appoint the person(s) to fill vacancies from qualified applicants recommended by the Board.

Section 4. Board Vacancies. Vacancies occurring by reason of death, resignation or other cause shall be filled to the date of expiration of the unexpired term by appointment of another person by the County Council.

March 20, 2018 Minutes

problems in the community that interfere with a child's ability to grow into a successful adult. Motion seconded by Council Member Patrick Trim carried 7 - 0.

Approving bid award for five-bay garage construction at the Old Spanish Trail Arena Recreation Complex (Steve Swift, Arena Director)

MOTION: Motion by Council Member Curtis Wells to approve the bid award to Arrowhead Construction for the amount of \$36,150 for the construction of the 5 bay garage at Old Spanish Trail Arena Recreation Complex previously relocated from the airport and authorize the Chair to signal associated documents. Motion seconded by Rory Paxman carried 7 - 0. Proof of license will be provided before Chair signs the documents.

J. Adopting Proposed Resolution that Designates the Date of November 6, 2018 for a Special Election and that Designates the Purpose of such Special Election to Ask Voters, "Shall a study committee be appointed to consider and possibly recommend a change in Grand County's form of government?"

MOTION: Motion by Council Member Evan Clapper to table Item J. Motion seconded by Council Member Curtis Wells carried 7 - 0.

K. Adopting proposed resolution, pending legal review, designating a new Budget Officer (Council Member Wells)

MOTION: Motion by Council Member Curtis Wells to designate Council Member Patrick Trim as the Grand County Budget Officer effective immediately. Motion seconded by Council Member Jaylyn Hawks carried 6 - 1 with Council Member Greg Halliday opposed.

MOTION: Motion by Council Member Curtis Wells to table agenda Item L and M and move to Item N. Motion seconded by Council Member Evan Clapper carried 7 - 0.

L. Citizen applicant interviews for possible volunteer appointment to the newly established Budget Advisory Board as "registered Grand County voter(s) with a demonstrated interest in, or professional knowledge of, budgeting and finance" (Council Member Wells) (allow 15 minutes)

Council Members interviewed Chris Baird, Lisa DeRees and Zach Wojcieszek for possible appointment to the Budget Advisory Board.

M. Affirming and approving all seven initial volunteer board appointments to the newly established County Budget Advisory Board to serve staggered terms through 12/31/2018 or 12/31/2019: (Council Member Wells)

1. Affirming County Auditor (permanent position until change of elected Auditor)
2. Approving County Elected Official (who is not a County Council Member and who is not the County Attorney)
3. Approving County Council Members
4. Approving Non-elected County Department Head

Balance of the board:

5. Affirming newly designated Budget Officer (if not one of the positions listed above) (permanent position until change of designation by Council)
6. Approving registered Grand County voter(s) with a demonstrated interest in, or professional knowledge of, budgeting and finance

MOTION: Motion by Council Member Curtis Wells to appoint Chris Kauffman, Jaylyn Hawks, Patrick Trim, Elaine Gizler, Zach Wojcieszek and Chris Baird to a one year term. **SUBSTITUTE MOTION:** Motion by Council Member Greg Halliday to appoint Chris Kauffman, Jaylyn Hawks, Patrick Trim, Elaine Gizler, Lisa DeRees and Chris Baird to a one year term. Motion seconded by Council Member Rory Paxman failed 2 - 4 with Council Members Hawks, Paxman, Trim and Wells opposed. Council Member Clapper abstained from the vote. Original motion carried 4 - 2 with Council Members McGann and Halliday opposed. Council Member Clapper abstained from the vote.

Ruth's CC Meeting Notes 3-20-2018

12. 3 yr initiative, 2 or 3 yr plan to be sure it's direction we want to move. Huge budget impacts, have it more up front this year.

13. historic look on revenues & expenses

14. review capital asset schedule

Diana: budget officer by law is the purchasing agent for the county.

RD- send Purchasing Policy redlined to Pat; locate state code.

xxxxxxxxxxxxxx

5:32 back to Item L- Zach Wojcieszek- director of accounting at MRH. Expense budget at hospital: \$25MM.

xxxxxxxxxxxxxx

Item M- Approving 7 Board Members to Budget Advisory Board

5:50pm RD brought up budget advisory board issue, balance of the board. Curtis responded.

Will be appointing a new budget officer next year (agreed per Pat) and potentially one new council member.

1. county auditor: Diana Carroll, permanent until new election
2. county elected official: Chris Kauffman, term ending 12/31/2019
3. county council members: Patrick Trim and Jaylyn Hawks, both terms ending 12/31/2018
4. non-elected county department head: Elaine Gizler, term ending 12/31/2019
balance:
5. new budget officer: Patrick Trim, permanent until new designation (via resolution)
6. citizens: Christopher Baird, Zach Wojcieszek, both terms ending 12/31/2019

BH- do congrats letters but skip county auditor: Send to Chris & Zach W (and double check his spelling) with terms ending 12/31/2019 and everyone else ending 12/31/2018. done

BH- Send sorry letter (Lisa) done

BH-Add the Budget Advisory Board to the Council liaison list (w/ a vote) and to county website and to boardslist.xls... the whole process for updating board members. done

xxxxxxxxxxxxxx

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

MAY 15, 2018

Agenda Item: P

TITLE:	Reclassifying the citizen Budget Advisory Board Member position held by Chris Baird to Budget Officer position, and appointing a second Council Member to the Budget Advisory Board
FISCAL IMPACT:	none
PRESENTER(S):	Council Member Trim

Prepared By:

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

For Office Use Only:

Attorney Review:

None requested

Recommendation:

I move to reclassify the "registered Grand County voter" Budget Advisory Board Member position held by Chris Baird to "Budget Officer" position on the board, and I move to appoint Council Member _____ as a second Council Member to the Budget Advisory Board.

Background:

On March 20, 2018, the Council affirmed and appointed seven initial volunteer board appointments to the initial County Budget Advisory Board, as follows:

1. County Auditor (permanent) – **Diana Carroll** through term of office
2. One additional County Elected Official (who is not a County Council Member and who is not the County Attorney) – **Christopher Kauffman**, Treasurer through 12/31/2019
3. Two County Council Members – **Council Members Hawks and Trim** through 12/31/2018
4. One non-elected County Department Head – **Elaine Gizler**, Moab Area Travel Council Executive Director through 12/31/2019

Balance of the board:

5. Designated Budget Officer (if not one of the positions listed above) – **Council Member Trim** until re-designated by resolution
6. Registered Grand County voter(s) with a demonstrated interest in, or professional knowledge of, budgeting and finance – **Chris Baird and Zach Wojcieszek** through 12/31/2019

Council Member Trim has requested a re-designation of the Budget Officer and has resigned from the Budget Advisory Board. These actions leave two vacant positions on the Budget Advisory Board in need of appointment: Budget Officer (as re-designated via resolution) and County Council Member.

Attachment(s):

1. Budget Advisory Board Ordinance No. 572 with Exhibit A

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

JANUARY 2, 2019

Agenda Item: J

TITLE:	Approving Volunteer Appointment to the Budget Advisory Board, for the County Elected Official position
FISCAL IMPACT:	None
PRESENTER(S):	Council Chair

Prepared By: Bryony Hill Council Office Coordinator

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

RECOMMENDATION:

I move to approve the appointment of Chris Kauffman, with term expiring 12/31/2020, to serve on the Budget Advisory Board, and authorize the Chair to sign all associated documents.

BACKGROUND:

The Budget Advisory Board was created by Ordinance, which was adopted on February 6, 2018.

The Board consists of seven persons:

- The County's Auditor shall be a permanent member of the Board.
- The Board shall contain one additional County Elected Official who is not a Council member and not the Grand County Attorney.
- The Board shall contain two County Council members.
- The Board shall contain one non-elected County Department Head.
- The balance of the Board shall be comprised of the designated Grand County Budget Officer (if not one of the persons listed above) and any other registered Grand County voter(s) with a demonstrated interest in, or professional knowledge of budgeting and finance.

On December 7, 2018, an email was sent out seeking applicants for the (one) County Elected Official vacancy and the (one) non-elected County Department Head vacancy.

As of 12/31/2018, there was one application that was received for the County Elected Official vacancy.

At this time, we have not received any applications for the non-elected County Department Head vacancy.

ATTACHMENT(S):

1. Applicant Email/Application
2. Ordinance No. 572

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
JANUARY 15, 2019

Agenda Item: M

TITLE:	Approving volunteer appointment to the Budget Advisory Board for the Department Head position
FISCAL IMPACT:	None
PRESENTER(S):	Chairman Clapper

Prepared By:

Bryony Hill
Council Office
Coordinator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of Elaine Gizler, with term expiring 12/31/2020, to serve on the Budget Advisory Board, and authorize the Chair to sign all associated documents.

BACKGROUND:

The Budget Advisory Board was created by Ordinance, which was adopted on February 6, 2018.

The Board consists of seven persons:

- The County's Auditor shall be a permanent member of the Board.
- The Board shall contain one additional County Elected Official who is not a Council member and not the Grand County Attorney.
- The Board shall contain two County Council members.
- The Board shall contain one non-elected County Department Head.
- The balance of the Board shall be comprised of the designated Grand County Budget Officer (if not one of the persons listed above) and any other registered Grand County voter(s) with a demonstrated interest in, or professional knowledge of budgeting and finance.

On December 7, 2018 and January 3, 2019, emails were sent out seeking applicants for the (one) Department Head vacancy. At this time, one application (Elaine Gizler) has been received.

ATTACHMENT(S):

1. Applicant Email/Application

Agenda Summary

GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021

Item: Q

TITLE:	Approval of Puesta del Sol PUD Phase XII Final Plat
FISCAL IMPACT:	N/A
PRESENTER(S):	Planning and Zoning Department

Prepared By:
GRAND COUNTY
PLANNING AND
ZONING

FOR OFFICE USE ONLY:

Attorney Review:
COMPLETE

MOTION:

I move to approve the Final Plat for Puesta del Sol PUD Phase XII for Real Property known as Parcel No. 02-0015-0001.

STAFF RECOMMENDATION: APPROVE

Review and consider application materials provided to the County Council related to the proposed application. This is an administrative decision. Staff recommends the Planning Commission adopt the Puesta del Sol PUD Phase XII Final Plat for this single family residence lot as a portion of the larger PUD. No subdivision improvements agreement is necessary - all improvements have been arranged for this lot via easements (attached). This lot is already included in the CCRs for the whole subdivision.

PLANNING COMMISSION RECOMMENDATION: N/A

BACKGROUND:

The Preliminary Plat for Puesta del Sol PUD was originally approved by the County Council in 1996, with amendments following up until 2013. Previous phases have been platted since 1997; Phase XI was the last phase platted in 2020. See staff report for more details.

ATTACHMENT(S):

1. Staff Report
2. Proposed Resolution
3. Final Plat
4. Site Plan
5. Utility easements (Available Upon Request)
6. CC&R Documents (Available Upon Request)
7. Title Report (Available Upon Request)
8. Application (Available Upon Request)



STAFF REPORT

DATE: Tuesday, February 2, 2021

TO: Grand County Commission

SUBJECT: Puesta del Sol PUD Phase XII Final Plat

PROPERTY OWNER: Robertson Development, Inc.

PROP. OWNER REP: Joyce Robertson and Jerry Klaes

PROPERTY ADDRESS: Lot 21, Puesta del Sol

SIZE OF PROPERTY: 1.88 acres (this phase)

EXISTING ZONE: SLR with a PUD

EXISTING LAND USE: vacant

ADJACENT ZONING AND LAND USE(S): SLR and RR

APPLICATION TYPE

PUD Phased Final Plat

STAFF RECOMMENDATION: *Approve*

The proposed plat meets the County's standards and is in accordance with the approved Preliminary Plat for the Puesta del Sol PUD. Standard final plat approvals are administrative in nature, which means the threshold for approval is, strictly, compliance with the LUC. In this case, the final plat must also be in compliance with the original PUD approval.

SUMMARY OF REQUEST

Lot 21 as shown on this final plat is as it is depicted on the Preliminary Plat, and approved as per the original 1996 approval and subsequent amendments. The Development Review Team has reviewed and approved the plat for this single family residence and have determined all improvements have been arranged to serve this phase by the applicant, therefore no Subdivision Improvements Agreement is necessary.

The Grand County Council approved the original PUD and Preliminary Plat in 1996, with amendments to the Preliminary Plat approved in subsequent years. The subdivision has been platted in phases, and is almost fully completed. This phase contemplates one lot (Lot 21). It is currently still part of the original parcel and will receive an address after recording. **There are no conditions for this approval other than updating the CCRs and HOA documents to reflect the addition of this lot.**

Commented [1]: Is this necessary or not? Your AS says that this Lot is included in the CCR legal - do we have confirmation? If CCR legal description includes this property, then an update is not necessary. We also don't regulate Bylaw updates, so if we want to leave this as a condition, remove "and HOA documents."

SITE IMPROVEMENTS / ADDITIONS / CHANGES

All improvements necessary to serve this phase of development are arranged and available.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

Section 9.5 Final Plats

This application complies with Grand County final plat requirements and subdivision standards.

COMPATIBILITY WITH GENERAL PLAN

The proposed final plat is supported by the general plan.

COMPATIBILITY WITH LAND USE CODE (ZONING)

The proposed final plat is in compliance with the approved PUD for the property.

LAND USE CODE REFERENCE SECTIONS

Section 4.4 (PUDs), Article 7 (Subdivision Standards), Section 9.5 (Final Plats)

PROPERTY HISTORY

This lot is currently vacant.

APPLICATION PROCEDURE

Decision Type: Administrative

Public Meeting at County Commission to approve Final Plat

APPLICATION MATERIALS for APPROVAL

- Final Plat

GRAND COUNTY, UTAH
RESOLUTION NO. _____ (2021)

**APPROVING THE FINAL PLAT FOR PUESTA DEL SOL, PHASE XII,
A PLANNED UNIT DEVELOPMENT**

WHEREAS, the previously named Grand County Council (“County Council”) adopted the Grand County General Plan (“General Plan”) on April 6, 2004, with Resolution No. 2654, as amended by Resolution No. 2976;

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

WHEREAS, the Owner, Robertson Development, Inc., is the owner of record of approximately 1.88 acres of land, a portion of Parcel No. 02-0015-0001, more specifically described as follows:

Commencing at the East Quarter corner of Section 15, Township 26 South, Range 22 East, Salt Lake base and Meridian, thence with the Center Section line of said Section 15 North 89°47'00" West 29.0 feet (RECORD=28.6') to the point of beginning, and proceeding thence with boundary of Tract A, Puesta Del Sol, Phase V thence South 19°11'00" West 351.67 feet (RECORD=352.7'); thence North 62°21'00" West 165.80 feet; thence North 40°42'00" West 156.70 feet; thence North 03°13'00" East 137.96 feet (RECORD=138.9'); thence South 89°47'03" East 356.87 feet to the point of beginning, having an area of 1.88 acres.

(the “Property”).

WHEREAS, the subject property is zoned SLR PUD, Small Lot Residential PUD;

WHEREAS, the Owner has submitted an application proposing Phase XII of the subdivision, which includes (1) single family lot on 1.88 acres;

WHEREAS, the Grand County Council granted Preliminary Plat approval to the Puesta del Sol PUD, following a public hearing in 1996; and approved amendments to the Preliminary Plat on September 5, 2000 by Resolution No. 2499; August 21, 2007 by Ordinance No. 461; November 15th 2011 by Ordinance No. 501; and additional amendment to the Preliminary Plat on July 2nd, 2013 by Ordinance No. 518;

WHEREAS, the Grand County Council granted final plat approvals for Phase II via Resolution No. 2515 on January 16, 2001, Phase III via Resolution No. 2500 on September 18, 2000, Phase IV by Resolution No. 2624 on September 16, 2003, Phase V by Resolution

No. 2642 on February 4, 2004, Phase VI by Resolution No. 2965 on November 15, 2011, Phase VII via Resolution 3004 on July, 16, 2013, Phase VIII via Resolution No. 3022 on July 1, 2014, Phase IX via Resolution No. 3120 on August 15, 2017, Phase X via Resolution No. 3140 on April 17, 2018 and a replat of Lots 1, 3 & 4 via Resolution No. 3122 on October 3, 2017; and Phase XI via Resolution No. 3250 on November 4, 2020.

WHEREAS, there are no public improvements, and therefore a Subdivision Improvements Agreement is not needed; and

WHEREAS, the Grand County Commission considered the proposed final plat in a public meeting held on February 2, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Grand County Commission does hereby approve the Final Plat for Phase XII, Puesta del Sol, a planned unit development.

PASSED by the Grand County Commission in open session this February 2, 2021 by the following vote:

Those voting aye: _____

Those voting nay: _____

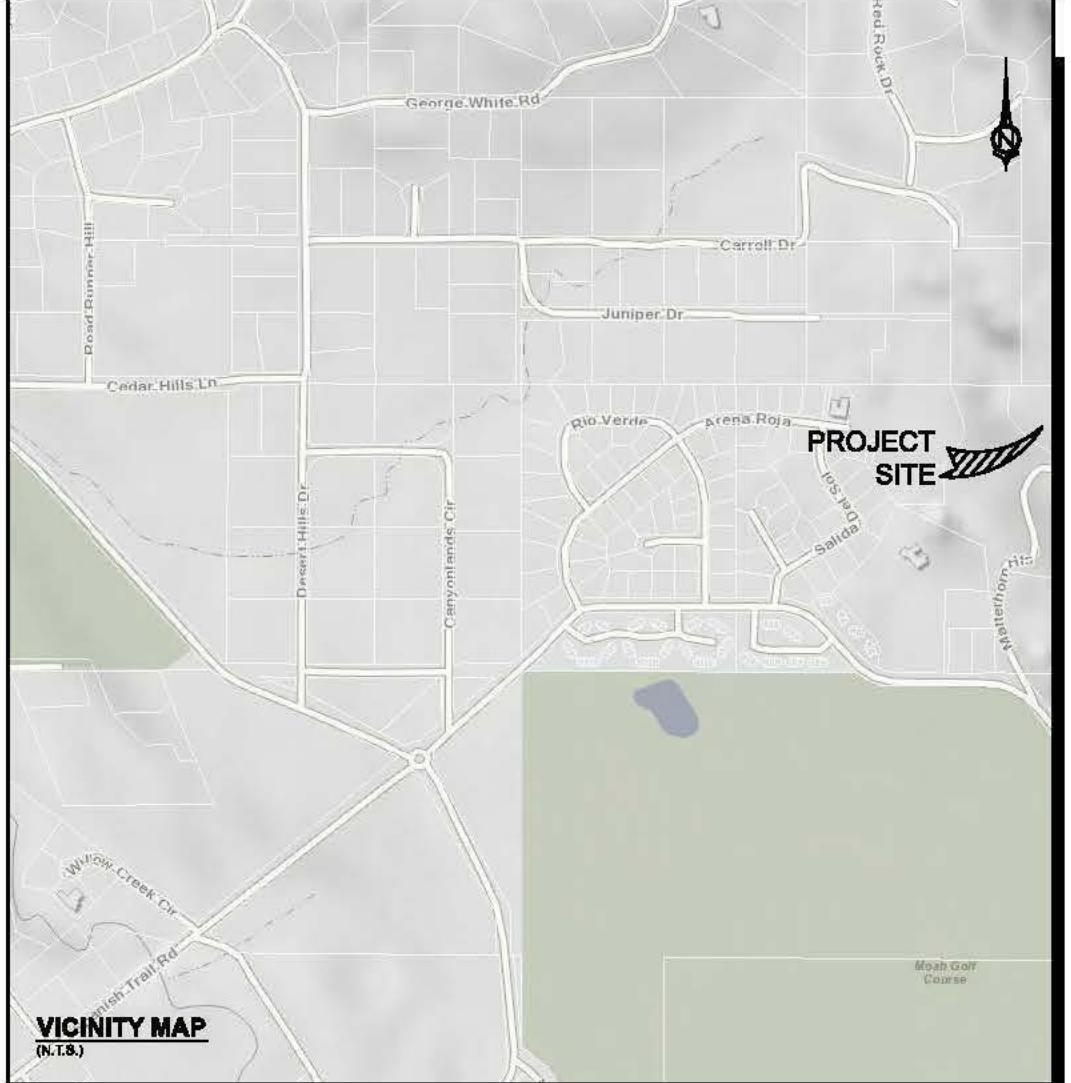
Those absent: _____

Grand County Commission

ATTEST:

Mary McGann, Chairperson

Quinn Hall, Clerk/Auditor



FINAL PLAT OF PUESTA DEL SOL, PHASE XII

A PLANNED UNIT DEVELOPMENT WITHIN
SECTION 15, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

CENTER QUARTER
CORNER
SECTION 15,
T26S, R22E,
SLB&M (FOUND MONUMENT)

(BASIS OF BEARING)
N 89°47' W 2636.23'

EAST QUARTER CORNER SECTION 15,
T26S, R22E, SLB&M (FOUND NAIL IN
SANDSTONE)

POB

20' WIDE TURNAROUND
ACCESS & UTILITY EASEMENT
MATTERHORN HEIGHT
(PRIVATE ROAD, EMERGENCY
VEHICLE ACCESS)

LOT 21
82,046 Sq. Ft.
1.88 Acres

CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH
C1	26.00'	27.73'	26.44'
C2	26.00'	32.14'	30.13'
C3	26.00'	12.80'	12.67'
			N 59°26'45" W
			N 54°35'28" E
			S 05°05'00" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°59'57" W	50.90'
L2	N 00°00'03" W	20.00'
L3	N 89°59'57" E	41.52'
L4	N 19°11'00" E	48.45'
L5	S 70°49'00" E	20.00'
L6	S 19°11'00" W	26.19'
L7	S 09°01'00" E	1.70'

DEVELOPMENT STIPULATIONS	
PRIMARY USE	SINGLE FAMILY RESIDENTIAL
ACCESSORY USE	USES NORMALLY ASSOCIATED WITH AND ACCESSORY TO THE PERMITTED USE
ACREAGE	1.88 ACRES
NUMBER OF UNITS	1 LOT
MINIMUM LOT SIZE	82,046 SQ. FT.
BUILDING HEIGHT	35 FT.
PARKING OFF STREET	2 PER UNIT
SETBACKS	FRONT 20' REAR 15' SIDE 10'

STANDARD NOTES

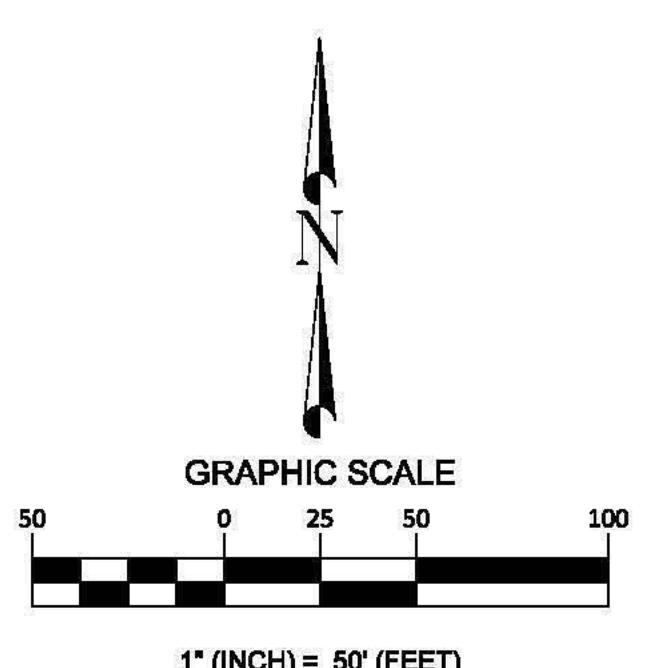
The Owner(s), Developer(s), and or the Subdivider(s) of the Planned Unit Development known as PUESTA DEL SOL, PHASE XII their respective successors, heirs, and or assigns agree to the following notes:

1. The property owner shall be responsible for the maintenance of all drainage facilities, common open space, parking areas, easements, and any other facility within the P.U.D. Requirements include, but are not limited to, maintaining the specified detention/retention ponds, the outlet structure, flow restriction devices and facilities needed to convey the flows. Grand County shall have the right to enter the property and inspect these facilities. If the facilities are not properly maintained, the County may provide the necessary maintenance and assess the costs to the owner of the property.
2. The property owner, condominium association or an organization other than Grand County shall have legal ownership of the common open space and shall be responsible for the maintenance of the common open space.
3. Emergency access is granted herewith over and across all roads and parking areas for all official emergency vehicles.
4. Certain Covenants and Restrictions for this property will be filed in the office of the Grand County Recorder. It is hereby acknowledged that the County has no responsibility for enforcement of same. Furthermore, any of said Covenants and Restrictions that would have the effect of creating a less restrictive development standard than those included on this plan or other County land use regulation is null and void.

SURVEY NARRATIVE

The property has been accurately surveyed with the intent to subdivide land. The basis of bearing is South 89°47'00" E between the Center corner and the East 1/4 corner of Section 15, Township 26 South, Range 22 East, Salt Lake Base and Meridian. The Phase II plat and the Phase IV plat did not close mathematically when trying to recreate the boundary around Tract D of this plat. There was an error of misclosure of 2.5'. We found the error in the section line location and found lot corners. This plat and legal descriptions are adjusted to fix the error and match the section corners in place.

5/8" x 24" rebar with survey cap to be placed at all lot corners or rights of way. Off-set pins to be placed in the back of the curb where applicable, in lieu of rebar and cap at front corners.



A PLANNED UNIT DEVELOPMENT LOCATED WITHIN
SECTION 15, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

LEGEND
● Property Corner
○ Found Property Corner
→ Section Corner Monument

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER THIS _____ DAY OF _____, 20____.

COUNTY ENGINEER

COUNTY COMMISSION

PRESENTED TO THE GRAND COUNTY COUNCIL THIS _____ DAY OF _____, 20____. SUBDIVISION APPROVED.

COUNTY CLERK CHAIRMAN, GRAND COUNTY COMMISSION

GRAND COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____ DATE _____ BOOK _____ PAGE _____ FEE _____

RED DESERT
Land Surveying



88 East Center Street
Moab, UT 84532
435.259.8171

Project 079-20

Date 1/13/21

Sheet 1 OF 1

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described herein, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as
PUESTA DEL SOL, PHASE XII

and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake Date
License No. 7540504

BOUNDARY DESCRIPTION

Commencing at the East Quarter corner of Section 15, Township 26 South, Range 22 East, Salt Lake base and Meridian, thence with the Center Section line of said Section 15 North 89°47'00" West 29.0 feet (RECORD=28.6') to the point of beginning, and proceeding thence with boundary of Tract A, Puesta Del Sol, Phase V thence South 19°11'00" West 352.7 feet (RECORD=352.7'); thence North 62°21'00" West 165.80 feet; thence North 40°42'00" West 156.70 feet; thence North 03°13'00" East 137.96 feet (RECORD=138.9'); thence South 89°47'03" East 356.87 feet to the point of beginning, having an area of 1.88 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

PUESTA DEL SOL, PHASE XII

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

ROBERTSON DEVELOPMENT, INC.
JOYCE ROBERTSON

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ S.S.

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME,

TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

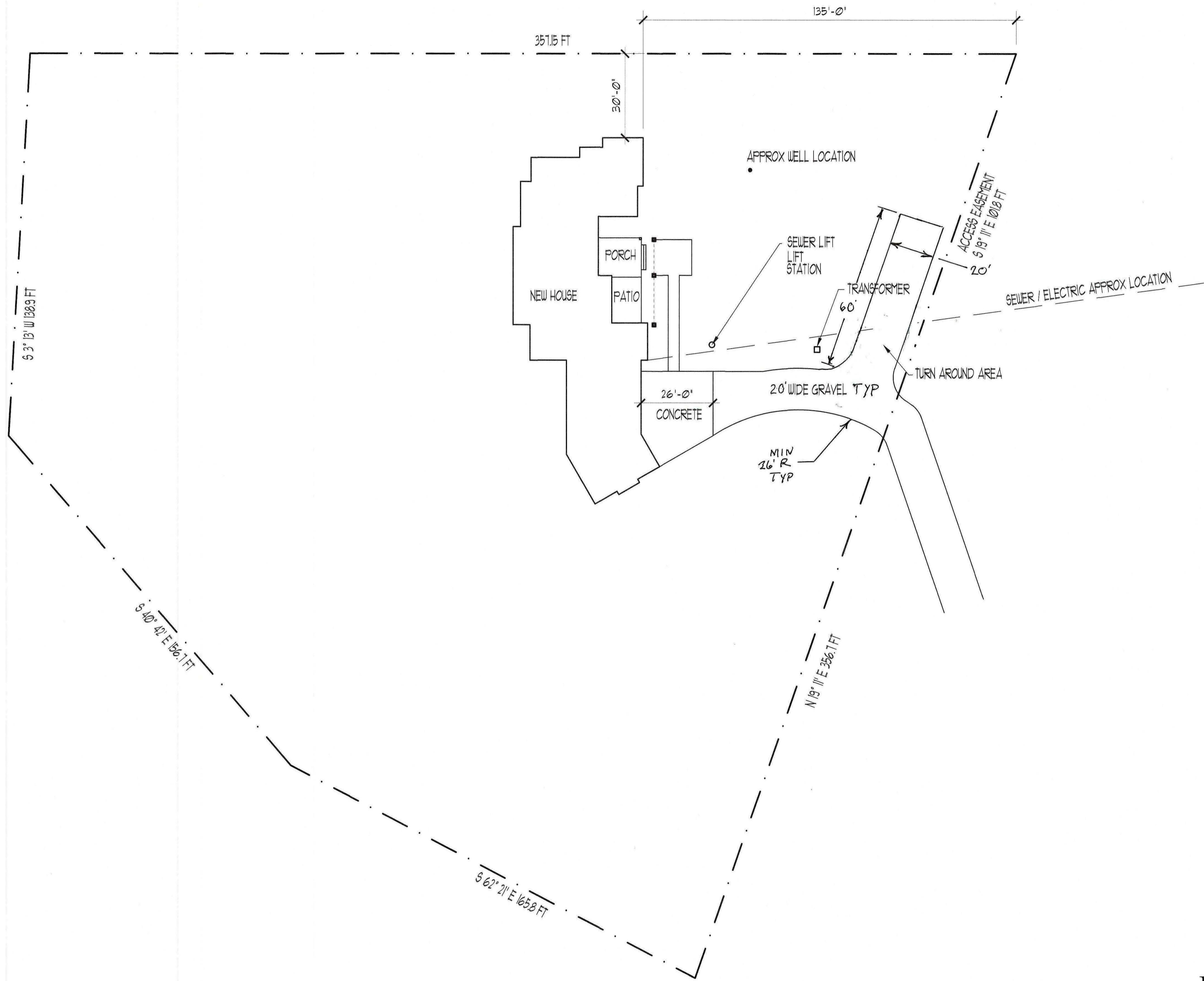
NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

Project 079-20

Date 1/13/21

Sheet 1 OF 1

SOMMARIO



SITE PLAN

KLAES RESIDENCE

3763 E MATTERHORN HEIGHTS
MOAB, UTAH 84532

DATE: 12/19/2020
FILE: KLAES

6



88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

PROP. CORNER FOUND	PROP. CORNER SET	PROP. MAC NAIL SET	BLOCK CORNER	CENTERLINE MONUMENT
●	○	○	○	△
BUILDING SETBACKS	EASEMENTS	PROPERTY ADJOINING		

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
Lot 21, Puesta Del Sol
Moab, Utah 84532

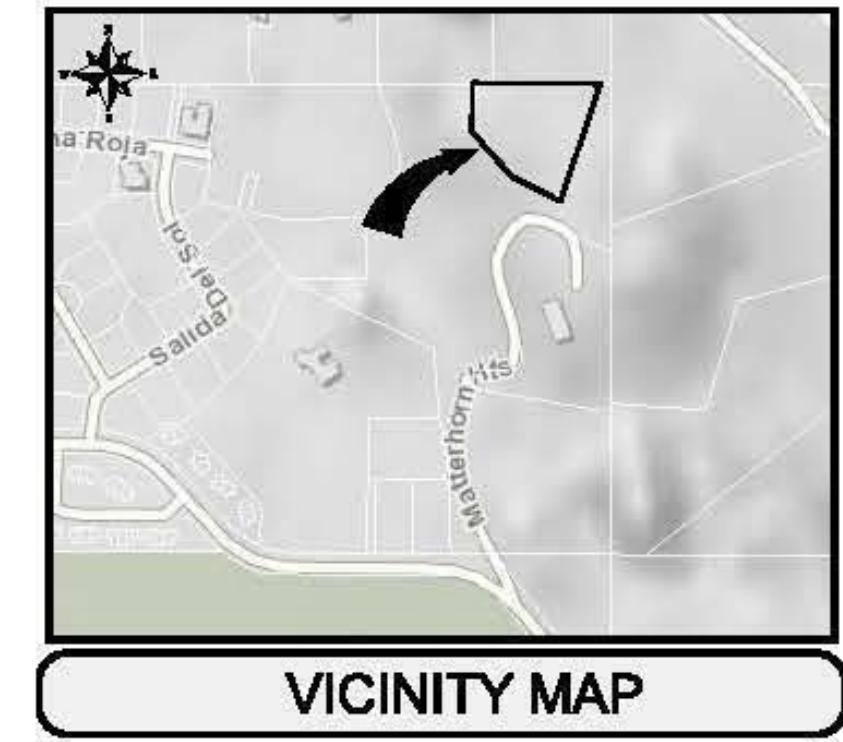
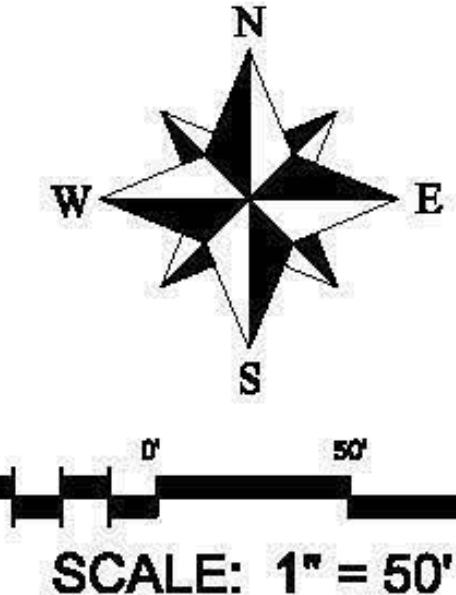
PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
Joyce Robertson

DATE:
1/26/2021

JOB NUMBER:
079-20

SHEET 1 OF 1



VICINITY MAP
NOT TO SCALE

FINAL PLAT OF PUESTA DEL SOL, PHASE XII

A PLANNED UNIT DEVELOPMENT WITHIN
SECTION 15, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described herein, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as PUESTA DEL SOL, PHASE XII and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake
License No. 7540504

DATE

LEGAL DESCRIPTION

Commencing at the East Quarter corner of Section 15, Township 26 South, Range 22 East, Salt Lake base and Meridian, thence with the Center Section line of said Section 15 North 89°47'00" West 29.0 feet (RECORD=28.6') to the point of beginning, and proceeding thence with boundary of Tract A, Puesta Del Sol, Phase V thence South 19°1'00" West 351.67 feet (RECORD=352.7'); thence North 62°21'00" West 165.80 feet; thence North 40°42'00" West 156.70 feet; thence North 03°13'00" East 137.96 feet (RECORD=138.9'); thence South 89°47'03" East 356.87 feet to the point of beginning, having an area of 1.88 acres.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

PUESTA DEL SOL, PHASE XII

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown herein.

ROBERTSON DEVELOPMENT, INC.
JOYCE H ROBERTSON, PRESIDENT

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____ } s.s.

ON THE ____ DAY OF _____ 2021, PERSONALLY APPEARED
BEFORE ME,

WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE
FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES
AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

COUNTY ENGINEERS APPROVAL
APPROVED BY THE GRAND COUNTY ENGINEER THIS ____ DAY
OF _____, 20_____. SUBDIVISION APPROVED.

GRAND COUNTY COMMISSION
PRESENTED TO THE GRAND COUNTY COUNCIL THIS ____ DAY
OF _____, 20_____. SUBDIVISION APPROVED.

GRAND COUNTY RECORDER
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

PRIMARY USE	SINGLE FAMILY RESIDENTIAL
ACCESSORY USE	USES NORMALLY ASSOCIATED WITH AND ACCESSORY TO THE PERMITTED USE
ACREAGE	1.88 ACRES
NUMBER OF UNITS	1 LOT
MINIMUM LOT SIZE	82,046 SQ. FT.
BUILDING HEIGHT	35 FT.
PARKING OFF STREET	2 PER UNIT
SETBACKS	FRONT 20' REAR 15' SIDE 10'

COUNTY ENGINEER

COUNTY CLERK CHAIRMAN, GRAND COUNTY COUNCIL

A PLANNED UNIT DEVELOPMENT LOCATED WITHIN
SECTION 15, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

SURVEYOR NOTES

The property has been accurately surveyed with the intent to subdivide land. The basis of bearing is South 89°47'00" E between the Center corner and the East 1/4 corner of Section 15, Township 26 South, Range 22 East, Salt Lake Base and Meridian. The Phase II plat and the Phase IV plat did not close mathematically when trying to recreate the boundary around Lot 21 of this plat. There was an error of misclosure of 2.5'. We found the error in the section line location and found lot corners. This plat and legal descriptions are adjusted to fix the error and match the section corners in place.

5/8" x 24" rebar with survey cap to be placed at all lot corners or rights of way. Off-set pins to be placed in the back of the curb where applicable, in lieu of rebar and cap at front corners.

Agenda Summary
GRAND COUNTY COMMISSION
February 2, 2021
Agenda Item: R

TITLE:	Independent Contractor Agreement between HASU (Housing Authority of Southeastern Utah) and Grand County for administration of the HDHO program
FISCAL IMPACT:	\$20,000 (already budgeted)
PRESENTER(S):	Mila Dunbar-Irwin

Prepared By:
**MILA DUNBAR-
IRWIN**
**GRAND COUNTY
PLANNING &
ZONING
DIRECTOR**

FOR OFFICE USE ONLY:

Attorney Review:

Complete
(insurance amounts
approved)

STATED MOTION:

I move to approve the Independent Contractor Agreement between HASU and Grand County for administration of the High Density Housing Overlay program.

STAFF RECOMMENDATION: APPROVE

BACKGROUND:

Grand County and HASU have been working closely together to coordinate administration of the deed restriction requirements for approved HDHO units and lots. With Grand County, HASU has developed qualification documents to approve potential owners and renters. They will be evaluating applications and approving owners and renters for HDHO units and working closely with the County for enforcement.

ATTACHMENT(S):

- Independent Contractor Agreement

AGREEMENT FOR INDEPENDENT CONTRACTOR

This **AGREEMENT FOR INDEPENDENT CONTRACTOR** is made by and between **GRAND COUNTY**, a Utah political subdivision, at 125 E. Center Street, Moab UT 84532, Utah (the “County”) and **THE HOUSING AUTHORITY OF SOUTHEASTERN UTAH**, a Utah non-profit corporation at 321 E. Center Street, Moab UT 84532 (the “Contractor”), on February 2, 2021.

RECITALS

A. Sections 4.7 and 6.15 of the Grand County Land Use Code (the “Code”) create the High Density Housing Overlay (“HDHO”) District and Assured Housing Standards, respectively, which programs require proof of income, local employment, and deed restrictions encumbering HDHO and Assured Housing Units and Lots (collectively, the “Housing Requirements”); and

B. Contractor is willing to provide education, applicant qualification, and initial and on-going enforcement of the Housing Requirements for the County, and County is willing to accept same from Contractor, subject to the terms, covenants and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and Agreements set forth herein, the County and Contractor agree as follows:

1. SERVICES.

A. Contractor herewith agrees to perform the services as described in the Scope of Work attached hereto as ***Exhibit A***:

- (1) Ongoing education of Owners and Renters of the Housing Requirements;
- (2) Annual qualification of potential Owners and Renters; and
- (3) Enforcement of the Housing Requirements (collectively, the “Services”).

As used herein, “Owner(s)” shall mean current and potential Owners and “Renter(s)” shall mean all current and potential Renters.

2. **PROJECT SCHEDULE.** Contractor shall provide the Services in an ongoing manner and as-needed, as provided herein.

3. **BEST EFFORT OF CONTRACTOR.** Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

4. **TERM/TERMINATION.** This Agreement shall be in effect beginning January 1, 2021 and ending on December 31, 2021; provided, however, that this Agreement shall automatically

renew on the same terms and conditions unless one party terminates the Agreement in writing on or before November 1 in the year of the effective term. In addition, either party may terminate this Agreement immediately for cause by providing written notice stating the legal grounds for termination of the Agreement.

5. **COMPENSATION OF CONTRACTOR.** County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services compensation in the amount of twenty thousand dollars (\$20,000). The County shall make such compensation in four equal payments due on the first day of each fiscal quarter without further invoice or request from Contractor; provided, however, that the County shall not be in default for non-payment until and unless Contractor invoices the County for payment, which invoice is unpaid for 30 days or more.

6. **CONTRACTOR, DEFINED.**

a. **Independent Contractor.** Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

b. **No Third-Party Beneficiary.** Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. **Miscellaneous.** As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

7. **OWNERSHIP RIGHTS.** Contractor understands and agrees that the forms created by Contractor and attached hereto (the "Work Product") are for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to the Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose.

8. **CONFIDENTIALITY.** All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure.

9. WARRANTY. Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor's performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

10. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

- i. *Commercial General Liability* with coverage not less than \$2 million each occurrence with a \$2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;
- ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$100,000 for bodily injury caused by accident and \$100,000 for bodily injury by disease; and
- iii. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as **Exhibit B** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

11. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

12. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or

compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

13. ENTIRE AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

14. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

15. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

16. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

17. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

18. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

19. SEVERABILITY. The invalidity of any portion of this Agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

20. UNDERSTANDING AND EFFECT OF AGREEMENT.

A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

21. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

22. ATTORNEY'S FEES AND COSTS. In the event of breach of this Agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.

23. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Agreement or reaffirm the Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature Printed Name of Contractor Date

County Signature Printed Name of County Rep. Date

ATTEST:

Clerk Auditor Date

Contact Information

Contractor's Contact Information

Name: Housing Authority of Southeastern Utah
Title: Attn: Executive Director _____
Address: 321 E Center St _____
Moab UT 84532
Phone: (435) 259-5891
Email: briley@grandcountyutah.net _____

County's Assigned Project Manager

Name: Mila Dunbar-Irwin _____
Title: Planning Director _____
Address: 125 E Center _____
Moab UT 84532
Phone: (435) 259-1371
Email: planning@grandcountyutah.net

Exhibit A **Scope of Work**

Contractor herewith agrees to perform the following Services:

A. **Education.** Contractor takes primary responsibility for educating Owners and Renters of HDHO and Assured Housing Units and Lots, as defined by the Code of the purpose and requirements of the Housing Requirements, including associated deed restrictions, other relevant documents, and their rights and responsibilities under these documents.

Educational efforts shall be on-going as new potential Owners and Renters approach the Contractor and on an annual basis with current Owners and Renters via collection of the Annual Reports and Compliance Affidavits and during the Re-Qualification process.

B. **Compliance.** Contractor shall develop and provide, by certified mail or hand delivery, initial application forms, annual report, and compliance affidavits to Owners and Renters. Contractor shall collect the forms and required documentation directly from the Owners and Renters. Contractor shall be responsible for ensuring that all such documentation is checked for completeness and verified for accuracy. If the Owner or Renter meets the Housing Requirements and all documents are compliant with the same, including deed restrictions, Contractor shall issue a Letter of Qualification on which an Owner or Renter may rely. If at any time, an Owner or Renter no longer meets the requirements of the Housing Requirements, Contractor shall notify the County in writing.

C. **Enforcement.** Contractor shall conduct initial enforcement, including necessary inspections of HDHO and Assured Housing Units, meeting with non-compliant Owners and Renters. The contractor will also provide on-going enforcement including but not limited to sending notices to County for ongoing or serious violations of the Housing Requirements.

D. **Other Circumstances.** Contractor shall manage education, qualification and compliance issues related to other circumstances as they arise, including sales and transfers of HDHO and Assured Housing Units and Lots and requests for leaves of absence pursuant to forms developed by HASU.

E. **Referrals to County.** Contractor shall refer all unresolved compliance issues to County. If course of action is uncertain, Contractor shall consult with the County.

EXHIBIT B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Underwriting Department
Utah Local Governments Trust 55 S. Highway 89		PHONE (A/C, No. Ext): FAX (A/C, No): 801-936-0300
North Salt Lake UT 84054-2054		E-MAIL ADDRESS: Underwriting@utahtrust.gov
INSURED		INSURER(S) AFFORDING COVERAGE
Housing Authority of Southeastern Utah 321 E. Center Street		INSURER A: Utah Local Governments Trust
Moab UT 84532		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** AI_16410_2020_04 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:		Y	16410-LIABILITY	07/01/2020	06/30/2021	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)							\$
	MED EXP (Any one person)							\$
	PERSONAL & ADV INJURY							\$
	GENERAL AGGREGATE						\$ 2,000,000	
	PRODUCTS - COMP/OP AGG							\$
	Deductible							\$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			16410-LIABILITY	07/01/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	BODILY INJURY (Per person)							\$
	BODILY INJURY (Per accident)							\$
	PROPERTY DAMAGE (Per accident)							\$
	Deductible							\$ 0
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DED		RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	N / A	16410-WC	07/01/2020	06/30/2021	PER STATUTE	OTHE- R
	E.L. EACH ACCIDENT						\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 500,000	
	E.L. DISEASE - POLICY LIMIT						\$ 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Confirmation of General/Automobile Liability and Workers Compensation coverage for Housing Authority of Southeastern Utah.

Certificate holder is considered additional insured (see endorsement).

CERTIFICATE HOLDER		CANCELLATION
Grand County 125 E Center Street Moab UT 84532		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Scott Sorenson</i></p>

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ADDITIONAL INSURED ENDORSEMENT

Named Insured Housing Authority of Southeastern Utah	Endorsement Number AI_16410_2020_04
Policy Number 16410-LIABILITY	Endorsement Effective 12/03/2020
Countersigned by  (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMPREHENSIVE GENERAL LIABILITY

Person or Organization (Additional Insured): Grand County

A. With respect to Comprehensive General Liability only, the "Persons or Entities Insured" is amended to include the person or organization shown above as an Additional Insured with whom you (the Named Insured) has agreed in a written contract or written agreement that such person or organization be added as an Additional Insured to your policy. The coverage provided by this Endorsement extends only to tort liability assumed by the Additional Insured based upon the alleged actionable conduct of the Named Insured resulting in Bodily Injury, Personal Injury or Property Damage. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. The status of a person's or organization's status as an Additional Insured under this Endorsement ends when this policy terminates, or when the contract or agreement between the Named Insured and the Additional Insured terminates, whichever occurs first.

B. The contract or agreement referred to in Paragraph A. above must be:

1. In effect at the inception of the Policy Period or become effective during the Policy Period; and
2. Executed prior to the Bodily Injury, Personal Injury or Property Damage covered under this Endorsement.

C. The coverage provided by this Endorsement to the Additional Insured does NOT apply to any Bodily Injury, Personal Injury or Property Damage arising out of the alleged actionable conduct of the Additional Insured.

D. The coverage provided by this Endorsement to the Additional Insured shall be limited to the lesser of the coverage provided under the Comprehensive General Liability coverage and the coverage required under the written contract or written agreement between the Named Insured and the Additional Insured.

E. The Additional Insured is subject to all of the terms, provisions, conditions, exclusions, definitions and limitations applicable to the Named Insured. The failure of the Named Insured to adhere to any such provisions will defeat coverage under the policy for the Additional Insured.

F. The coverage provided by this Endorsement to the Additional Insured shall not be deemed a waiver of any statutory immunity, protection or limitation of liability, and the Trust does not waive its right to deny coverage by reasons of the same. The coverage provided by this Endorsement to the Additional Insured shall not exceed the coverage available to the Named Insured, nor shall it exceed any statutory immunity, protection or limitation of liability enjoyed by the Named Insured.

All other terms, conditions, limitations and exclusions apply and remain unchanged.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021

Agenda Item: S

TITLE:	Letter to vehicle manufacturers' advertising departments requesting responsible advertising
FISCAL IMPACT:	None
PRESENTER(S):	Commissioner Mary McGann

Prepared By:

RECOMMENDATION:

I move to approve the letter to the vehicle manufacturers' advertising departments requesting responsible advertising.

BACKGROUND:

I have seen advertisements for four-wheel drive pickups in which they say, "Not only can you drive roads over difficult terrain you can make your own road." This goes against the "Stay on the Trail" message the county has been promoting.

FOR OFFICE USE ONLY:

Attorney Review:

N/A

ATTACHMENT(S):

Letter



GRAND COUNTY COMMISSION
Mary McGann (Chair) · Gabriel Woytek (Vice-Chair)
Evan Clapper · Jacques Hadler · Trish Hedin
Sarah Stock · Kevin Walker

February 2, 2021

To Whom it May Concern:

Grand County, home to world-famous Moab, Utah, is dedicated to preserving and protecting its land and natural resources. The scenic beauty and endless outdoor adventures that Grand County offers attract visitors worldwide and make it a popular filming site.

It has come to the attention of the Grand County Commission that vehicle manufacturers have been promoting off road use of 4 wheel drive vehicles in television advertisements. One ad even extolled the excitement of "creating your own road." This must stop! It is illegal for private citizens to create new roads in many places, and in every instance, it is unethical.

There are county, state, and federal laws that prohibit creating new roads. In Grand County operation of vehicles off of designated roads and trails is a class A misdemeanor punishable by fine, imprisonment and/or forfeiture of vehicle. The Bureau of Land Management (BLM), which manages more than 245 million acres of public lands in eleven western states and Alaska, prohibits off-road driving on all BLM lands. By encouraging drivers to break the law, vehicle manufacturers become complicit.

Driving off-road is unethical because it destroys the land. An initial track eventually becomes a well-traveled trail. Adventure-seeking drivers, encouraged by ads that extol personal freedom and independence at the expense of our shared land, venture off that trail and create more trails. Pristine land is fragile land. Once compacted, it is costly and difficult, often impossible, to return it to its original state. When the ground is degraded, the entire ecosystem suffers.

These advertisements and others like them need to be removed from all media outlets. Future 4-wheel advertisements should stress the importance of respect for the land and environmental stewardship.

Thank you for your cooperation in this crucial matter. We hope that you will join us in our efforts to protect natural resources in Grand County and communities across the country.

Sincerely,

Chair, Grand County Commission

**AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021**

Agenda Item: T

TITLE:	Approving Statement of Opposition to House Bills 82 (accessory dwelling units), 98 (building and planning review and inspections), 195 (vehicle registration) and Senate Bills 44 (payment in lieu of taxes funds) and 61 (electronic billboards) and Support to House Bill 247 (TRT Reform)
FISCAL IMPACT:	Varied per bill - consult Fiscal Notes for each bill at utah.gov
PRESENTER(S):	Mary McGann and Christina Sloan

Prepared By:

Christina Sloan,
Grand County
Attorney

SUGGESTED MOTION:

I move to oppose House Bills 82, 98, 195 and Senate Bills 44 and 61 and support House Bill 247 and authorize the Chair to sign any necessary letters of opposition or support to Utah legislators deemed necessary by the County Commission Administrator or County Attorney.

BACKGROUND:

Opposition:

HB 82 (Rep. Ward) <https://le.utah.gov/~2021/bills/static/HB0082.html>

This bill eliminates local control of the ADU approval/permitting process by prohibiting municipalities and counties from establishing any restrictions or requirements for the construction or use of certain accessory dwelling units (including parking requirements). ADUs are an important component of affordable housing; however, this bill goes too far by prohibiting our ability to manage land use in Grand County. 93% of UAC members oppose this bill, per UAC vote on January 28, 2021.

HB 98 (Rep. Ray) <https://le.utah.gov/~2021/bills/static/HB0098.html>

This bill eliminates local control of the building and planning review process by allowing a developer to opt out of certain local building inspection and plan review requirements and hire an independent building inspector to issue a certificate of occupancy to a developer in certain circumstances. It also prohibits a municipality or county from regulating certain building design elements in their land use codes and construction standards.

FOR OFFICE USE ONLY:

Attorney Review:

Complete

Our Fire Chief, Building Inspector, and Planning and Zoning Director oppose this bill along with 82% of UAC members, per UAC vote on January 28, 2021.

HB 195 (Rep. Robertson)

<https://le.utah.gov/~2021/bills/static/HB0195.html>

This bill repeals the requirement to display registration decals on certain vehicles (including street-legal ATVs); repeals the requirement for the issuance and possession of registration cards; and repeals penalties for failure to display license plate decals and a registration card. In doing so, this bill decreases law enforcement efficiency as LEOs will now have to run every license plate to determine which ones are delinquent rather than confirm by a visual before spending the time to run registration. It also impacts our ability to enforce registration requirements against street-legal ATV owners, currently one of strongest options for ATV enforcement. Sheriff White, the Sheriff's Association, the Law Enforcement Legislative Committee, and the Civil Legislative Action Committee oppose this bill (which is not one that UAC is watching).

Senate Bill 44 (Sen. Fillmore)

<https://le.utah.gov/~2021/bills/static/SB0044.html>

As originally drafted, this bill redistributes millions of dollars of payment in lieu of taxes (PILT aka “pennies in lieu of taxes) funds owed to Utah counties (and in particular, rural Utah counties with a high % of federal lands) by the federal government. Specifically, it creates the Federal Lands Payment in Lieu of Tax Account; creates a base distribution level (meaning, a cap) of payments in lieu of tax on federal entitlement lands; and creates distribution requirements for money received for payments in lieu of tax on federal entitlement lands that exceeds the base distribution level. Sponsors and opposers are working on an amendment that defines the cap and ensures counties 5% above current PILT funding levels; however, regardless, the counties stand to lose millions of dollars in PILT funding in future years. 58% of UAC members oppose this bill, per UAC vote on January 28, 2021.

Senate Bill 61 (Sen. Sandall)

<https://le.utah.gov/~2021/bills/static/SB0061.html>

As originally drafted, this bill eliminates local control and violates are Dark Skies Ordinance by prohibiting a municipality or county from enacting or enforcing an ordinance that prevents an owner of certain signs from modifying or constructing an electronic or mechanical changeable message sign (along with other changes including an attorneys' fees provision that benefits billboard owner). The Utah League of Cities and Towns is strongly opposed to this bill and has worked out an amendment whereby a municipality or county cannot treat billboards differently based on location or ownership. However, ULCT and 58% of UAC members, per UAC vote

on January 28, 2021, still oppose this bill, as amended, as it goes too far to eliminate local control over land use regulation.

Support:

HB 247 (Rep. Albrecht) <https://le.utah.gov/~2021/bills/static/HB0247.html>.

This bill modifies the requirements for how a county of the fourth, fifth, or sixth class spends revenue from the transient room tax and authorizes a county of the fifth or sixth class, after advising the State Tax Commission, to audit a person that is required to collect and remit the transient room tax and to pursue collection of unpaid transient room tax.

ATTACHMENT(S):

N/A

**AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 2, 2021**

Agenda Item: U

TITLE:	Approving Access Easement across County property to serve EMS Facility
FISCAL IMPACT:	N/A
PRESETER(S):	Christina Sloan

Prepared By:

Christina Sloan

FOR OFFICE USE ONLY:

Attorney Review:

Complete

SUGGESTED MOTION:

I move to approve the Access Easement across County property known as 580 E. 100 N. to provide deeded access to County property known as 540 E. 100 N.

BACKGROUND:

The EMS Facility construction is underway! The ROW for 100 N. ends prior to the County property at the top of 100 N. Thus, as part of the site plan approval process, the City has requested a deed Access Easement to serve the landlocked parcel known as 540 E. 100 N. (Parcel No. 01-0006-0035).

ATTACHMENT(S):

1. Access Easement with exhibits.

ACCESS EASEMENT

This **ACCESS EASEMENT** (the “Easement”) is made and effective as of the 2nd day of February 2021 by **GRAND COUNTY, UTAH**, a Utah political subdivision, as Grantor and Grantee.

WHEREAS, Grand County (“Grantor”) is the owner of the property located in the City of Moab, County of Grand known as 580 E. 100 N. (Parcel No. 01-0006-0036) and particularly described in the attached ***Exhibit A***;

WHEREAS Grand County (“Grantee”) is the owner of the property located in the City of Moab, County of Grand known as 540 E. 100 N. (Parcel No. 01-0006-0035) and particularly described in the attached ***Exhibit B***;

WHEREAS, Grantee is constructing an EMS facility, which shall be accessed through Grantor’s property, which EMS facility is in the public’s best interest; and

WHEREAS, Grantor is willing to grant to Grantee the Access Easement herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee the following perpetual easement for vehicular and pedestrian access particularly described as:

A tract of land located in the northeast quarter of Section 1, T 26 S, R 21 E and the NW ¼ of Section 6, T 26 S, R 23 E, SLB&M, in the City of Moab, County of Grand, State of Utah, more particularly described as follows:

Beginning at a point located N 01°06'26" W along the W line of said Section 6 a distance of 966.08 feet and west 1.49 feet from the W 1/4 corner of said Section 6; thence N 01°11'35" W 55.00 feet; thence N 88°48'25" E 519.52 feet; thence S 46°02'35" E 185.48 feet; thence S 88°48'25" W 261.98 feet; thence N 01°12'36" W 27.13 feet; thence N 88°27'37" E 147.87 feet; thence N 49°09'52" E 11.19 feet; thence N 46°02'35" W 58.31 feet; thence S 88°48'25" W 503.71 feet to the point of beginning, containing 40438 square feet or 0.93 acres more or less

(Basis of Bearing is N 01°06'26" W from the W 1/4 corner to the NW corner of said Section 6),

as shown in the attached ***Exhibit C*** (the “Access Easement”).

2. **No Obstruction.** Neither party shall obstruct or restrict the use of any portion of the Access Easement.

3. **Maintenance.** The Parties shall maintain the Access Easement in a serviceable, neat and acceptable manner and in a manner so that the overall appearance of the Access Easement shall be uniform based on its pro rata use of the same.

EFFECTIVE as of the date first written above.

GRANTOR AND GRANTEE:
GRAND COUNTY, UTAH

Mary McGann, Chair
Grand County Commission

STATE OF UTAH)
)
) ss.
COUNTY OF GRAND)

Personally appeared before me, Mary McGann, Chair of the Grand County Commission, for Grantor and Grantee, who acknowledged that she executed, signed and delivered the above and foregoing Access Easement on February ___, 2021 in accordance with Utah law and the County's Policies and Procedures.

SEAL

NOTARY PUBLIC:

EXHIBIT A
GRANTOR PROPERTY

Parcel 01-0006-0036

BEGINNING at the Northeast corner of Lot 5, Section 6, Township 26 South, Range 22 East, Salt Lake Meridian; running thence South 628.5 feet; thence West 532 feet; thence North 200 feet; thence West 400 feet; thence South 200 feet; thence West 58 feet; thence North 276.5 feet; thence West 330 feet; thence North 55 feet; thence East 528 feet; thence North 297 feet; thence East 792 feet to BEGINNING,

LESS:

Beginning 691.5 feet North and 330 feet East of the West Quarter corner of Section 6, Township 26 South, Range 22 East, Salt Lake Meridian; running thence North 200 feet; thence East 58 feet; thence South 200 feet; thence West 58 feet to point of BEGINNING.

LESS:

A parcel of land in the Northwest $\frac{1}{4}$ of Section 6, Township 26 South, Range 22 East, SLB&M, Grand County, Utah, more particularly described as follows:

BEGINNING at a corner which bears East 739.6 ft. thence North 691.5 ft. from the West $\frac{1}{4}$ Corner Section 6, T26S, R22E, SLB&M, and proceeding thence West 22.0 ft. to a corner, thence N15°00'E 68.0 ft. to a corner, thence N75°00'W 108.0 ft. to a corner, thence N15°00'E 150.00 ft to a corner, thence East 317.4 ft. to a corner, thence South 238.6 ft. to a corner, thence West 247.5 ft. to the point of BEGINNING.

EXHIBIT B
GRANTEE PROPERTY

Parcel 01-0006-0035

BEGINNING 691.5 feet North and 388 feet East of the Southwest Corner Lot 5, of Section 6, Township 26 South, Range 22 East, SLM, running thence North 200 feet; thence East 200 feet; thence South 200 feet; thence West 200 feet to BEGINNING

ALSO, BEGINNING 691.5 feet North and 588 feet East of the Southwest Corner of Lot 5 of Section 6, of Township 26 South, Range 22 East, Salt Lake Meridian, running Thence North 200 feet; thence East 200 feet; thence South 200 feet; thence West 200 feet to place of BEGINNING.

LESS:

A parcel of land in the Northwest ¼ of Section 6, Township 26 South, Range 22 East, SLB&M, Grand County, Utah, more particularly described as follows:

BEGINNING at a corner which bears East 739.6 ft. thence North 691.5 ft. from the West ¼ Corner Section 6, T26S, R22E, SLB&M, and proceeding thence West 22.0 ft. to a corner, thence N15°00'E 68.0 ft. to a corner, thence N75°00'W 108.0 ft. to a corner, thence N15°00'E 150.00 ft to a corner, thence East 317.4 ft. to a corner, thence South 238.6 ft. to a corner, thence West 247.5 ft. to the point of BEGINNING.

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST AND THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 23 EAST, SALT LAKE BASE AND MERIDIAN, IN MOAB CITY, GRAND COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LOCATED N01°06'26"W ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 966.08 FEET AND WEST 1.49 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6;

THENCE N01°11'35"W 55.00 FEET;

THENCE N88°48'25"E 519.52 FEET;

THENCE S46°02'35"E 185.48 FEET;

THENCE S88°48'25"W 261.98 FEET;

THENCE N01°12'36"W 27.13 FEET;

THENCE N88°27'37"E 147.87 FEET;

THENCE N49°09'52"E 11.19 FEET;

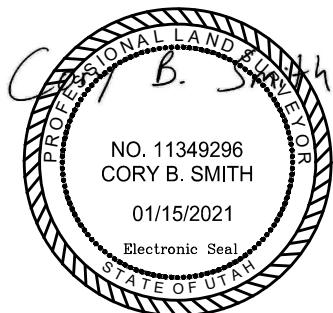
THENCE N46°02'35"W 58.31 FEET;

THENCE S88°48'25"W 503.71 FEET TO THE POINT OF BEGINNING.

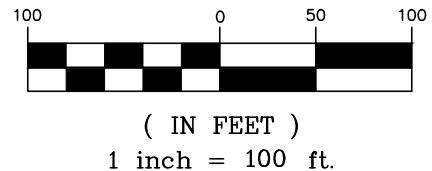
CONTAINING 40438 SQUARE FEET OR 0.93 ACRES MORE OR LESS.

BASIS OF BEARING IS N01°06'26"W FROM THE WEST QUARTER CORNER TO THE NORTHWEST CORNER OF SAID SECTION 6.

NW COR SEC 6
(FOUND BRASS
CAP DATED 1911)



GRAPHIC SCALE



N01°06'26"W 2636.21'
BASIS OF BEARING
N01°11'35"W 55.00'
POB
N01°06'26"W 966.08' (TIE)
W₄ COR SEC 6

N88°48'25"E 519.52'

AREA 39720 SQ FT

S88°48'25"W 503.71'

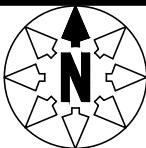
WEST 1.49' (TIE)

N46°02'35"W 58.31'
N49°09'52"E 11.19'
N88°27'37"E 147.87'

N01°12'36"W 27.13'

S88°48'25"W 261.98'

S46°02'35"E 185.48'



SCALE: 1" = 100'

GRAND COUNTY

FIGURE: A

EMS BUILDING

ACCESS EASEMENT AGREEMENT

DRAWN: CBS	1/13/21	FILE: 1909-041 PARKING AGREEMENT	PROJECT: 1909-041	SHEET:
CHECK:		UPDATED: 1/14/2021	PLOTTED: 1/15/2021	1

Access Easement 540 E 100 N

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 21 EAST AND THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 23 EAST, SALT LAKE BASE AND MERIDIAN, IN MOAB CITY, GRAND COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT LOCATED N01°06'26"W ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 966.08 FEET AND WEST 1.49 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6;
THENCE N01°11'35"W 55.00 FEET;
THENCE N88°48'25"E 519.52 FEET;
THENCE S46°02'35"E 185.48 FEET;
THENCE S88°48'25"W 261.98 FEET;
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THENCE N88°27'37"E 147.87 FEET;
THENCE N49°09'52"E 11.19 FEET;
THENCE N46°02'35"W 58.31 FEET;
THENCE S88°48'25"W 503.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 40438 SQUARE FEET OR 0.93 ACRES MORE OR LESS.

BASIS OF BEARING IS N01°06'26"W FROM THE WEST QUARTER CORNER TO THE NORTHWEST CORNER OF SAID SECTION 6.

Parcel 01-0006-0035

BEGINNING 691.5 feet North and 388 feet East of the Southwest Corner Lot 5, of Section 6, Township 26 South, Range 22 East, SLM, running thence North 200 feet; thence East 200 feet; thence South 200 feet; thence West 200 feet to BEGINNING

ALSO, BEGINNING 691.5 feet North and 588 feet East of the Southwest Corner of Lot 5 of Section 6, of Township 26 South, Range 22 East, Salt Lake Meridian, running Thence North 200 feet; thence East 200 feet; thence South 200 feet; thence West 200 feet to place of BEGINNING.

LESS:

A parcel of land in the Northwest $\frac{1}{4}$ of Section 6, Township 26 South, Range 22 East, SLB&M, Grand County, Utah, more particularly described as follows:

BEGINNING at a corner which bears East 739.6 ft. thence North 691.5 ft. from the West $\frac{1}{4}$ Corner Section 6, T26S, R22E, SLB&M, and proceeding thence West 22.0 ft. to a corner, thence N15°00'E 68.0 ft. to a corner, thence N75°00'W 108.0 ft. to a corner, thence N15°00'E 150.00 ft to a corner, thence East 317.4 ft. to a corner, thence South 238.6 ft. to a corner, thence West 247.5 ft. to the point of BEGINNING.

Parcel 01-0006-0036

BEGINNING at the Northeast corner of Lot 5, Section 6, Township 26 South, Range 22 East, Salt Lake Meridian; running thence South 628.5 feet; thence West 532 feet; thence North 200 feet; thence West 400 feet; thence South 200 feet; thence West 58 feet; thence North 276.5 feet; thence West 330 feet; thence North 55 feet; thence East 528 feet; thence North 297 feet; thence East 792 feet to BEGINNING,

LESS:

Beginning 691.5 feet North and 330 feet East of the West Quarter corner of Section 6, Township 26 South, Range 22 East, Salt Lake Meridian; running thence North 200 feet; thence East 58 feet; thence South 200 feet; thence West 58 feet to point of BEGINNING.

LESS:

A parcel of land in the Northwest $\frac{1}{4}$ of Section 6, Township 26 South, Range 22 East, SLB&M, Grand County, Utah, more particularly described as follows:

BEGINNING at a corner which bears East 739.6 ft. thence North 691.5 ft. from the West $\frac{1}{4}$ Corner Section 6, T26S, R22E, SLB&M, and proceeding thence West 22.0 ft. to a corner, thence N15°00'E 68.0 ft. to a corner, thence N75°00'W 108.0 ft. to a corner, thence N15°00'E 150.00 ft to a corner, thence East 317.4 ft. to a corner, thence South 238.6 ft. to a corner, thence West 247.5 ft. to the point of BEGINNING.

EXCEPTING therefrom all oil, gas, and minerals, EXCEPT gravel which is specifically excluded from this reservation.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

FEBRUARY 2, 2021

Agenda Item: V

TITLE:	Approving Independent Contractor Agreement for redistricting consultant services
FISCAL IMPACT:	Under \$10,000 (budgeted)
PRESENTER(S):	Commissioner Walker

Prepared By:

Mallory Nassau
Associate Commission
Administrator

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Independent Contractor Agreement for redistricting consultant services with _____, contingent upon receipt of certificates of insurance.

BACKGROUND:

At the January 19, 2021 Commission meeting, the Commission discussed the need for Grand County to redraw its County Commission districts in 2021. The Commission decided to go forward with requesting quotes hiring a consulting firm. The proposed cost is under \$10,000 and therefore does not require a formal bid process. Three quotes were requested and two have been received.

Upon selecting the consulting firm, the Independent Contractor Agreement will be updated with the firm information, compensation, scope of work modifications (if needed), and certificates of insurance. The compensation shall not exceed \$10,000, which the amount approved in the 2021 budget.

ATTACHMENT(S):

- Draft Independent Contractor Agreement
- MGGG Lab Quote and Scope of Work
- ARCBridge Quote and Scope of Work

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this _____ day of _____ 2021 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and _____, a **Utah** limited liability company [**Utah** corporation] located at _____ (the “Contractor”).

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consider in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. SERVICES. Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as ***Exhibit A*** (the “Services”):

The Contractor will provide support in the areas of census data processing and analysis, provide a web portal and database for the public to construct and submit possible district maps, assist with review and preparation of redistricting plans, coordinate with County officials to align redistricting efforts to simplify elections, staff support for meetings and public outreach, and computer support as outlined herein.

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. PROJECT SCHEDULE. Contractor shall complete the Services on the following schedule (the “Project Schedule”):

The project will begin February 3, 2021 and end December 31, 2021.

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. PAYMENT.

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: _____ (the “Compensation”). Contractor shall invoice

the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.

4. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.
5. CONTRACTOR, DEFINED.
 - a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
 - b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
 - c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
 - d. This Section shall survive expiration or termination of this Agreement.
6. OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose. This Section shall survive expiration or termination of this Agreement.
7. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor

agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

- a. Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor's performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services. This Section shall survive expiration or termination of this Agreement.

9. INSURANCE.

- a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:
 - i. *Commercial General Liability* with coverage not less than \$1 million each occurrence with a \$2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;
 - ii. *Professional Liability* with coverage of not less than \$1 million each claim and \$2 million aggregate;
 - iii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$100,000 for bodily injury caused by accident and \$100,000 for bodily injury by disease unless Contractor attaches a Workers' Compensation Coverage Waiver hereto; and
 - iv. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.

- b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as ***Exhibit B*** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.
 - c. Survival. This Section shall survive expiration or termination of this Agreement
10. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

11. TERMINATION OF AGREEMENT.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.
- b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.
- c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

12. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons. This Section shall survive expiration or termination of this Agreement.
13. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.
14. ENTIRE AGREEMENT. This Agreement together with its exhibits contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.
15. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
16. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.

17. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

18. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement
19. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
20. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
21. UNDERSTANDING AND EFFECT OF AGREEMENT.
 - a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
 - b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
 - c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
22. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
23. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

24. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature _____ Printed Name of Contractor and Title _____ Date _____

County Signature _____ Chair, Grand County Commission _____ Date _____

ATTEST:

Grand County Clerk/Auditor _____ Date _____

Contact Information

Contractor's Contact Information

Name:
Title:
Address:
Phone:
Fax:
Email:

County's Assigned Project Manager

Name:
Title:
Address:
Phone:
Fax:
Email:

Exhibit A

Scope of Work

Contractor herewith agrees to perform the Services as set forth in this Exhibit.

The Contractor will provide the following support and services to the County:

- Assist and guide the process for the County Commission selection of a preferred redistricting process.
- Create a user-friendly digital interface that allows the Commissioners and members of the public to draw their own district boundaries. The program should also guide the user in complying with all federal, state and local laws and requirements.
- Support the County in a Public Community Engagement Mapping Process.
- Evaluate the draft maps prepared by the Commissioners and the public to determine whether they are population balanced and satisfy the requirements of the Voting Rights Acts.
- Provide the trainings and digital interface in an objective, non-partisan informational manner, and not attempt to persuade the participants in any way.
- Assist with the preparation of staff reports and presentation materials for public hearings.
- Upon receipt of the 2020 United States Census data, provide data summary files to the County and public, updating any digital interface previously used for demonstration and informational purposes.
- Analyze whether the 2020 Census data requires modifications to the Grand County Commission districts;
- And if so, propose new district boundaries to the County based on feedback provided by the community and criteria set by the Commission that are population balanced and satisfy the requirements of the Voting Rights Acts.
- Make modifications to the draft district boundary maps based on input from the Commission and community.
- Other tasks requested by the Commission or County staff that relate to the redistricting process, such as facilitating requests for additional demographic data or advising on the Voting Rights Acts.

EXHIBIT B
Certificates of Insurance



Proposed Scope of Work for Grand County, Utah

January 13, 2021

Objective

MGGG Redistricting Lab (hereafter, the Lab) will produce and host a public districting module for Grand County, Utah using the Districtr web tool, as well as a public submission portal to accept input in this and other formats. This will allow members of the public to draw county commission maps while viewing population data, and to submit *communities of interest* for consideration in the process.

The Lab is part of the Tisch College of Civic Life at Tufts University.

Scope of Work

- In February 2021, the Lab will prepare modules for Grand County using several sets of alternative units (blocks, block groups, or precincts/VTDs). New geographical units for the 2020 Census will be released in February of this year and the modules will reflect the updated units and the most recent population numbers available.
- The Lab will create a public submission portal where members of the public can submit maps, COIs, or commentary. We will deliver the submitted materials to the County.
- Following the release of the 2020 Census data (PL94-171), the Lab will offer an updated block-level module. This data release is currently expected in July 2021.

This project will be supervised by Moon Duchin and will be supported by the software developers and geodata specialists at MGGG Redistricting Lab.

Period of Performance

The project will begin February 1, 2021 and end September 1, 2021.



Fees and Payment Terms

One payment of \$4,950 will be due to Tisch College at the start of the project.

Proposed Budget	
Compensation	
Software Developer/Geodata Specialist (1 month at 1.0 FTE)	\$5,600
Tufts Facilities & Administration	\$560
Total	\$6,160

Selected Recent Experience

January 2021 – Lab selected as redistricting analysts to support [People's Maps Commission](#) in Wisconsin, which will propose congressional and legislative maps to the Wisconsin Legislature

December 2020 – Lab selected by Ohio People's Maps Project to run “Map Ohio” community engagement program (no link available)

March 2020 – Lab provides public mapping support for City of Napa, CA in California Voting Rights Act redistricting ([link to city site](#))

January 2020 – Lab provides public mapping support in Yakima County, WA in the course of Washington Voting Rights Act challenge ([link to materials](#))

October 2019 – Lab provides public mapping support for City of Lowell, MA in ranked choice vs. districts debate, followed by city’s first-ever move to districts ([link to materials](#))

January 2018 – Duchin named expert consultant for Governor Tom Wolf of Pennsylvania in remedial phase of *LWV v. Pennsylvania* ([link to announcement](#))

ARCBRIDGE CONSULTING & TRAINING INC.



PROPOSAL TO GRAND COUNTY UT FOR REDISTRICTING CONSULTANT
SERVICES

2/1/2021



Kevin Walker
Grand County UT
435 220 0109

21515 Ridge Top Circle, Suite 290 Sterling VA 20166 - www.arcbridge.com 703-834-6511 703-834-6514(f) Attn: Sam Mathur, sam@arcbridge.com, x102

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1. ARCBridge Qualifications

Introduction

Incorporated in 1994, ARCBridge Consulting & Training Inc. (ARCBridge/ ARCBridge Consulting), a Virginia-based corporation, is a woman-owned small business, with its headquarters in Sterling VA. ARCBridge specializes in demographic data analysis, redistricting, geospatial, IT and business support services. ARCBridge has been using ESRI products since 1997 and has experience working with ArcGIS family of products. The President of ARCBridge Consulting, Ms. Priti Mathur, has a MS in Geography (Virginia Tech) with a concentration in Geographic Information Systems. She has over 25 years of experience working in the GIS field.

Our team has expertise in –

- Redistricting
- Federal and State Voting Rights Act
- Mapping and ensuring all districts are as equal in population as possible
- Presenting and explaining the redistricting process and terminology
- Attending Council/commission Meetings – virtually and in person
- Processing and Analyzing Census 2020 redistricting data
- Assist the City/County in drawing/updating district boundaries.

Some of our Redistricting clients are listed below –

Client Name	Services Provided	Census 2010 Population
City of Newport RI	Redistricting and Reprecincting	24,672
City of East Providence RI	Redistricting and Reprecincting	47,037
City of Central Falls RI	Redistricting and Reprecincting	19,376
Smithfield RI	Redistricting and Reprecincting	21,430
Boone County MO	Redistricting and Reprecincting	162,642
Davidson County TN	Redistricting Software & Service	626,681
Campbell County VA	Redistricting Software & Service	54,842
Bedford County VA	Redistricting Software & Service	68,676
Nelson County VA	Redistricting Software & Service	15,020
Roanoke VA	Redistricting Software & Service	92,376
City of Baltimore MD	Redistricting Software & Service	620,961
Clinton County MI	Redistricting Software & Service	75,382
Franklin County VA	Redistricting Software & Service	56,159
Greenwood County SC	Redistricting Software & Service	69,661
City of Newport News VA	Redistricting Software & Service	24,672
Kenai Peninsula AK	Redistricting Software & Service	55,400
Orange County FL	Redistricting Software & Service	1,145,956
Rockingham County VA	Redistricting Software & Service	76,314
City of Augusta-Richmond County GA	Redistricting Software & services	195,844

2. Testimonials

Stafford County Public Schools (2018-2019)



STAFFORD COUNTY PUBLIC SCHOOLS

31 Stafford Avenue
Stafford, Virginia 22554-7246
Phone: 540-658-6000
www.staffordschools.net

Office of the Superintendent

SCHOOL BOARD
Holly Hazard, Chair
Irene Hollerback, Vice Chair
Dr. Sarah Chase
Patricia Healy
Susan Randall
Dr. Elizabeth Warner
R. Pamela Yeung

August 5, 2020

Dear Prospective ARCBridge Redistricting Customer:

ARCBridge provided redistricting services for elementary school attendance areas for Stafford County Public Schools in 2018-2019.

ARCBridge staff processed the student enrollment and enrollment projection data to create plans to identify school areas that required adjustment. ARCBridge conducted public information meetings to gather feedback from the community, created alternate plans to meet the needs of the community, and met the requirements of the school board's redistricting criteria. With the goal of collecting community feedback, large scale maps were posted on Stafford County Public Schools website and communication tools (email and Facebook) were established. The ARCBridge team met with our school board and community, presented the alternate plans, and listened to feedback, which was used to draw and edit alternate plans.

The ARCBridge team exceeded our expectations and the project was completed within our scheduled timeframe and budget. If you have any questions, please contact me.

Sincerely,

Scott R. Kizner, Ph.D.
Superintendent

City of New Haven CT – Redistricting (2012)



Albert E. Lucas
Director

CITY OF NEW HAVEN BOARD OF ALDERS OFFICE OF LEGISLATIVE SERVICES

165 Church Street, New Haven, CT. 06510
Phone (203) 946-6483, Fax (203) 946-7476
Email alucas@newhavenct.gov



To Prospective ARCBridge Redistricting Customer:

I am pleased to offer my reference for ARCBridge. I can do so without hesitation based on the work they did in 2012, when ARCBridge worked with the New Haven Board of Alders to update their 30 ward boundaries based on 2010 PL94-171 data.

With Census 2010, the population had shifted, and our wards had over 60% Maximum deviation. We engaged ARCBridge to assist in rectifying this. The ARCBridge team attended several in-person and on-line community meetings and created and presented more than three plans, large e-size digital maps and individual ward maps to obtain input from the community and the redistricting committee. ARCBridge also developed an alternate plan to create a new district on the eastern side of the city and eliminate a low-population district on the west side of the city.

ARCBridge then used ArcGIS, DISTRICTSolv and Census 2010 demographic and geographic data to present the Board of Alders with 3 final plans. One of which was adopted and serves us to this day.

Based on this experience I highly recommend that you contract them. The ARCBridge team exceeded our expectations complete their work for us in our scheduled timeframe and budget and can do the same for you.

Best Regards,
Albert E. Lucas
Director, Legislative Services

City of Parkland FL- Redistricting (2019)



August 7, 2020

RE: Letter of Recommendation for ARCBridge to Provide Redistricting Services

To Prospective ARCBridge Redistricting Customer:

ARCBridge provided redistricting services to the City of Parkland, FL in 2019.

- ARCBridge has worked with the Census Blocks and PL94-171 data.
- ARCBridge used population estimates derived from parcel database for the City of Parkland. The team used ArcGIS, DISTRICTSolv, and Census geography to create alternate plans.
- ARCBridge worked with the City Commission, Mayor, and City Clerk to draw the alternate plans.
- ARCBridge presented the plans at the Commission meetings and prepared maps, reports, and alternate boundaries.
- ARCBridge used ArcGIS-based DISTRICTSolv for creating alternate plans.

The ARCBridge team met our expectations and the project was completed within our scheduled timeframe and budget.

If you would like to speak further regarding ARCBridge, please feel free to contact me directly.

Regards,

A handwritten signature in black ink that reads "Nancy Morando".

Nancy Morando
City Manager
nmorando@cityofparkland.org
954-753-5040 x 4123

CITY OF PARKLAND – OFFICE OF THE CITY MANAGER
6600 University Drive | Parkland, Florida 33067 | Office: (954) 753-5040 | Fax: (954) 341-5161
www.cityofparkland.org

Other Similar Projects

San Diego Unified School District – Redistricting of School Board Member Areas – 2011

Bernie Rhinerson – Chief of Staff SDUSD (now at SD Community College) - brhinerson@sdccd.edu
ARCBridge attended public meetings, developed district scenarios, created maps and reports.

County of Santa Barbara CA

E. Teñell Matlovsky, PLS
Survey Supervisor / Deputy County Surveyor
County of Santa Barbara tmatlov@cosbpw.net
<http://www.countyofsb.org/pwd>

3. Redistricting Tasks performed by ARCBridge

Our team was able to extract the 2010 Census PL94-171 data by Census blocks for Grand County UT. The population is primarily concentrated in the southern part of the county in the municipalities of Moab and Castle Valley.

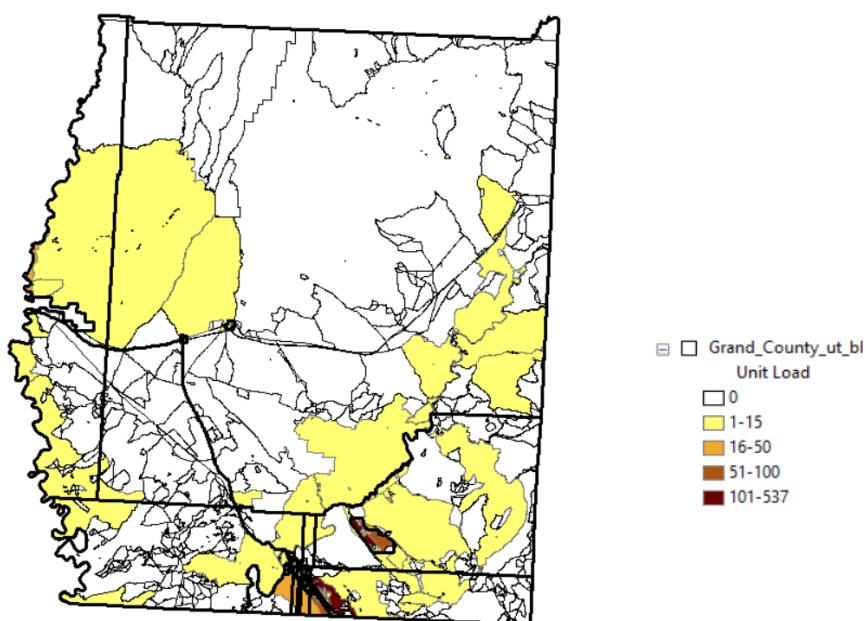


Figure 1 - Map of Grand County UT - Blocks shaded by 2010 Total Population in each block

ARCBridge will provide the following services -

1. Draw the AS-IS plan using 2010 data to determine maximum deviation

ARCBridge will draw the existing districts using our DISTRICTSolv ArcGIS extension. We will create reports as well.

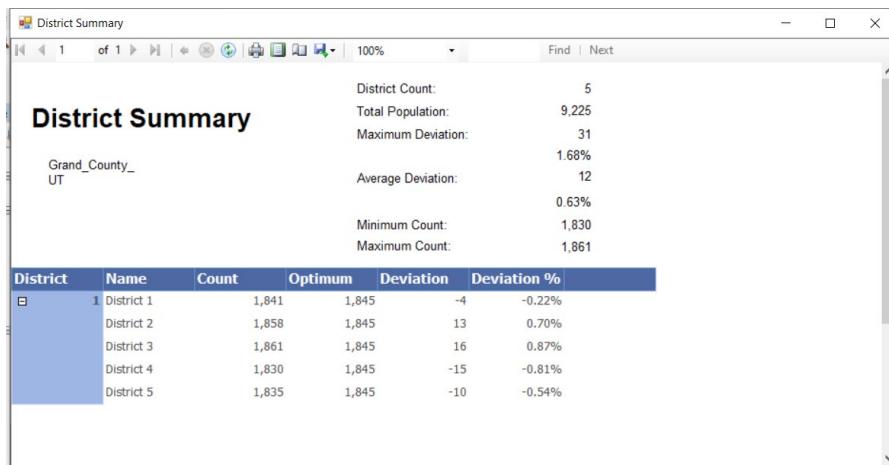


Figure 2 - Sample Summary Report

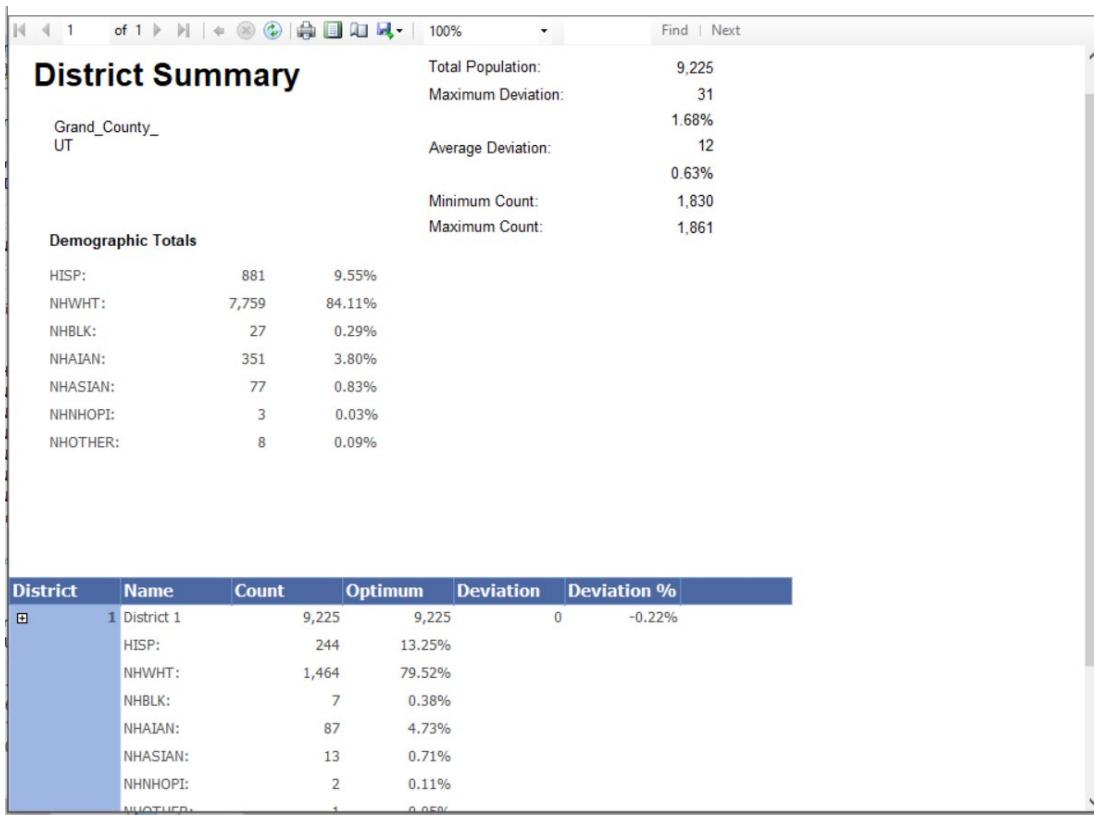


Figure 3 - Sample Report with Demographic Data

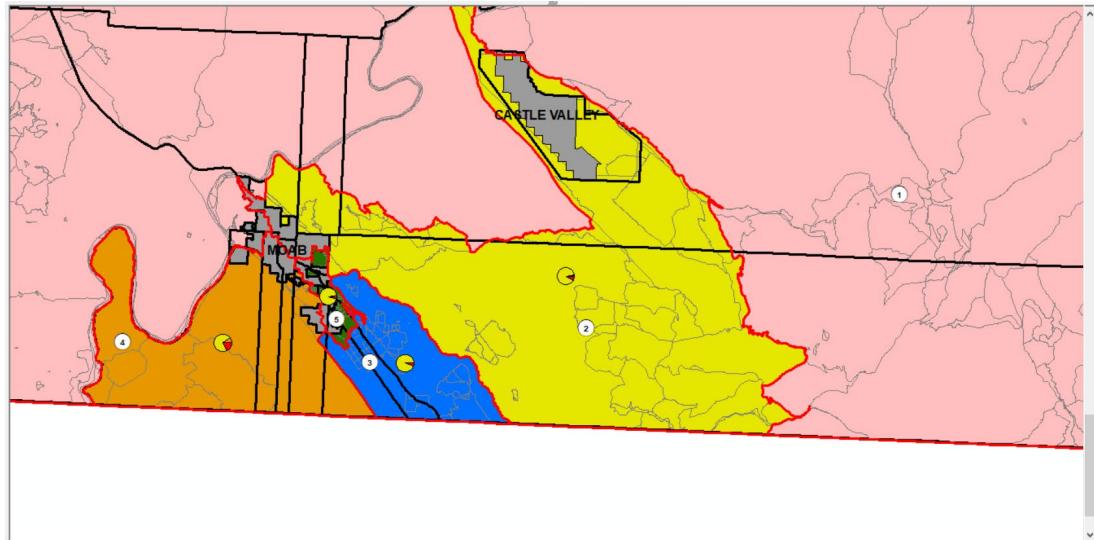


Figure 4 - Sample Districts

2. Train the County /Community on the redistricting process and federal, state and local requirements

ARCBridge will prepare a slide deck for training the County/Community on the redistricting process and the tools required to create plans. The slide deck will have information on redistricting criteria and important terminology like – GIS, Maximum Deviation, Ideal population, census blocks etc.

- Population Equality: All districts will be drawn such that they are as equal in population as possible. The maximum deviation will not be more than 10%.
- The districts shall be compact and contiguous. Use Census blocks as building blocks
- Minority populations will be fairly represented such that the minorities will not be ‘packed’ into a district or ‘cracked’ into more than one district to dilute the minority voting power.
- Defining Communities of Interest
- And conform to the federal Voting Rights Act, Voting Rights Act and other applicable laws

3. Actively participate in all meetings and public hearings scheduled by the County that address the redistricting process.

Given the continued COVID pandemic, ARCBridge will attend the meetings mostly virtually. However, if required and the COVID situation permits, we can attend in-person meetings.

4. Upon receipt of the 2020 United States Census data, provide data summary files to the County and public

The 2020 PL94-171 data is expected to be released in 2021 (dates uncertain due to the pandemic). We will download the file from the Bureau of Census website and process it to create a database with total and voting age population by race and ethnicity. The table below shows the variables that will be used for redistricting. We will download the block shapefile/file geodatabase and will process the PL94-171 data at the block level and then join it with the County block shapefile.

Table 1 - Demographic Data Variables from PL94-171 data

Total Population	Voting Age Population
Total Population	Total Voting Age Population
Hispanic	Voting Age Hispanic
Non Hispanic White	Voting Age White
Non Hispanic Black	Voting Age Non Hispanic Black
Non Hispanic Asian	Voting Age Non Hispanic Asian
Non Hispanic Hawaiian/Pacific Islander	Voting Age Non Hispanic Hawaiian/Pacific Islander
Non Hispanic Native Americans	Voting Age Non Hispanic Native Americans
Non Hispanic Other	Voting Age Non Hispanic Other
Non Hispanic Persons of 2 or more Races	Voting Age Non Hispanic Persons of 2 or more Races

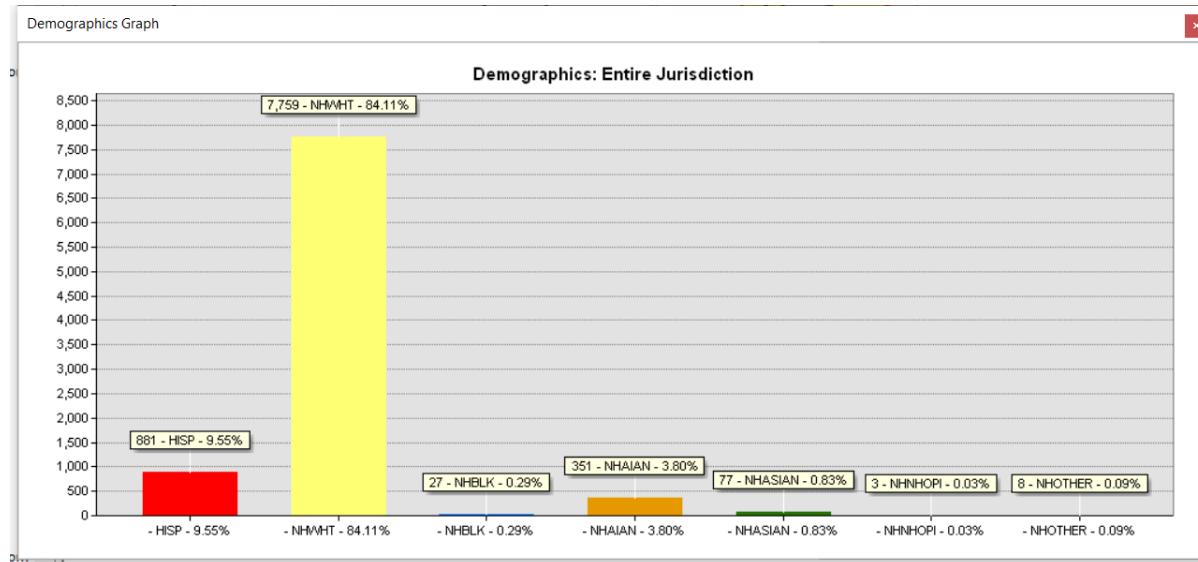


Figure 5 - Demographic Data for Grand County UT (2010 Census)

5. Analyze whether the 2020 Census data requires modifications to the County districts.

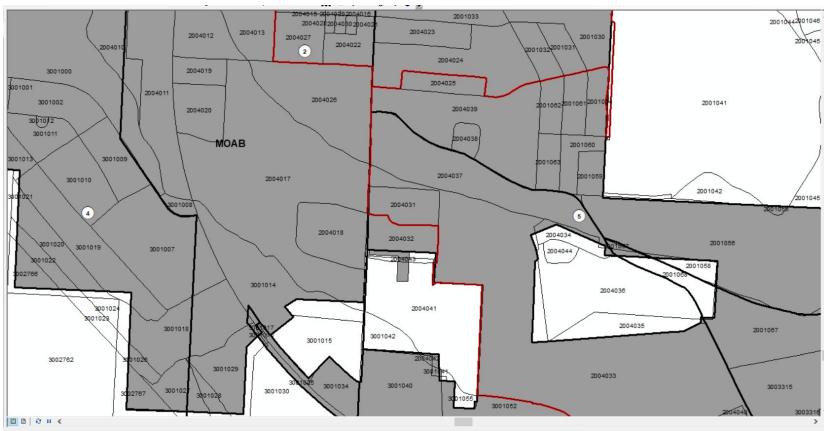
ARCBridge will create an as-is plan with 2020 Census data to determine the districts which need to be adjusted.

The AS-IS Plan maps and reports will be prepared as pdfs for posting on the County redistricting webpage. ARCBridge will post it on a website (using ArcGIS Online)

6. Prepare alternate plans based on County and community feedback

ARCBridge team will prepare up to three alternate plans which will be presented to the County and on the ArcGIS online website. ARCBridge will prepare maps and reports for the community to review.

7. Provide empty maps and Excel Spreadsheet for the community to create their plans



8. Make changes to draft plans based on Community feedback

Upon receiving feedback, our team will make the changes as long as they comply with the legal requirements of the federal and state Voting Rights Act.

9. Work with County staff and assist in developing the final district boundary map

The ARCBridge team will assist in developing the final plan. Upon selection of the final plan, we will make maps and reports.

10. Evaluate plans submitted by the Citizens

4. Summary of Estimated Costs

Cost of Services to the County will be \$15,000

Travel Costs will be as incurred – Estimate 2 in-person trips - \$2,500 per trip

Web Tools for Community to draw plans - \$5,000 (unlimited users)

CONSENT AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

February 2, 2021

Consent Agenda Item: W

TITLE:	W. Ratifying the Chair's signature on a contract with Streetlight Data Inc. for Utah State University project to monitor trail usage in Grand County
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:
Tara Collins
Commission Office
Assistant
435-259-1342
tcollins@grandcountyutah.net

FOR OFFICE USE ONLY:
Attorney Review:
N/A

RECOMMENDATION:

I move to adopt the consent agenda as presented.

BACKGROUND:

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

ATTACHMENT(S):

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

StreetLight InSight® Subscription Order Form

This *StreetLight InSight* Subscription Order Document (the “Subscription Order” or “Order”) and the corresponding StreetLight Data Master Data Access Agreement (the “Agreement”) between StreetLight Data, Inc. (“StreetLight”) and Customer (as defined below) is entered into as of the date of last signature below (“Effective Date”) and governs Customer’s access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name: Utah State University	Main Contact Name: Wayne Freimund
Entity Type: public university	Main Contact Title: Professor
State of Incorporation Utah	Main Contact Phone: (406) 544-7279
Billing Contact Name: Allyssa Keogh	Main Contact Email: wayne.freimund@usu.edu
Billing Address Old Main Hill Logan, UT 84322 United States	
Billing Email: allyssa.keogh@usu.edu	

Under the terms of the Agreement, accessible at <https://streetlightdata.egnyte.com/dl/aUFkkVPcnC> of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

INCLUDED	# of Zones	Price
✓ ESSENTIALS	51-100	\$17,200.00

StreetLight InSight supports two types of zones, polygon and line zones. A polygon zone is the area comprising of finite chain of line segments closing in a loop to form a polygon. A line zone is a finite chain of points forming a line segment.

New Zones will count against the # of zones in Customer’s Order the first time it is used in a project. Subsequent project runs with the same zone will not count against the zone quota. Any changes such as moving, adding, deleting points that change the spatial characteristics will be considered a new zone. Zones copied and re-uploaded without changing the spatial characteristics will not be considered new zones. Zones with modified properties such as zone name, direction, pass-through, calibration information will not be considered new zones.

Product Special Terms

Notwithstanding anything to the contrary contained herein, Customer represents and warrants: a) it has the full power, capacity and authority to enter into and perform this Agreement; and b) its performance of this Agreement does not violate or conflict in any material way with any agreement to which Customer is a party.

Per Customer’s request, StreetLight agrees to provide The Utah State Institute for Outdoor Recreation and Tourism, and Grand County Utah, access to Customer’s StreetLight InSight Subscription at no additional cost provided that the Utah State Institute for Outdoor Recreation and Tourism, and Grand County Utah sign a Named User Access Agreement (attached). Customer will be responsible for ensuring that client’s access and use is in compliance with this Agreement.



Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the *StreetLight InSight* Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.

Delivery

Delivery via *StreetLight InSight* Web Application.

Term

As of the Effective Date for a period of one (1) year.

Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95045
Bank Routing Number: 121140399
Bank Account Name: Streetlight Data, Inc.
Bank Account Number: 3302210206
Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:

StreetLight Data, Inc.
DEPT CH 17111
Palatine IL 60055-7111

Notices

Any notices under this Agreement will be directed, if to Customer, to the Main Contact listed above, and if to StreetLight, at:

Laura Schewel, Chief Executive Officer,
StreetLight Data, Inc.
677 Harrison St.
San Francisco CA 94107
Email: orders@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.

Utah State University Purchasing and Contract Services

SIGNATURE:

Laura Schewel

NAME:

TITLE:

DATE:



SIGNATURE:

Terrance Palmer

NAME:

Purchasing Agent

TITLE:

01/21/2021

DATE:



StreetLight InSight® Named User Access Agreement

This StreetLight Insight® Named User Access Agreement (“Agreement”) is an agreement made as of the date of last signature below (the “Effective Date”) by and between StreetLight Data, Inc., a Delaware corporation with its principal offices located at 677 Harrison Street, San Francisco, CA 94107 (“StreetLight”) and The Utah State Institute for Outdoor Recreation and Tourism (“Named User”).

StreetLight has entered into that certain contract with Utah State University (“Customer”), executed as of _____, (hereinafter referred to as the “**Contract**”)

Pursuant to the Contract, Customer has requested that StreetLight provide access to the Data Products and Subscribed Output, on behalf of Customer, directly to Named User for the specific purpose of performing governmental transportation planning and operational analysis.

With respect to the use of the Subscribed Output, Named User represents and warrants that: (i) it does not have the ability to use the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.

Named User hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless against any and all third-party claims, suits, actions, damages, liabilities, costs or expenses (including reasonable attorneys’ fees) to the extent arising out of Named User’s use of the Data Products and Subscribed Output outside of the scope of the Project.

In Witness Whereof, the undersigned have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

StreetLight Data, Inc.

SIGNATURE:

Laura Schewel

NAME:

TITLE:

DATE:

**The Utah State Institute for Outdoor
Recreation and Tourism**

SIGNATURE:

Jill Ballard

NAME:

TITLE:

DATE:



StreetLight InSight® Named User Access Agreement

This StreetLight Insight® Named User Access Agreement (“Agreement”) is an agreement made as of the date of last signature below (the “Effective Date”) by and between StreetLight Data, Inc., a Delaware corporation with its principal offices located at 677 Harrison Street, San Francisco, CA 94107 (“StreetLight”) and Grand County Utah. (“Named User”).

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In Witness Whereof, the undersigned have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

StreetLight Data, Inc.

Grand County Utah.

SIGNATURE:

Laura Schewel

NAME:

TITLE:

DATE:

SIGNATURE:

Mary McGann

NAME:

TITLE:

DATE:

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

FEB 2, 2021

Agenda Item: Y

TITLE:	Discussion on encouraging better cooperation between Grand County, San Juan County, and Moab City for planning decisions which affect greater Spanish Valley.
FISCAL IMPACT:	
PRESENTER(S):	Commissioner Walker

Prepared By:

BACKGROUND:

Spanish Valley is a compact, well-defined geographic area, extending from Blue Hill in the south to the Arches National Park entrance area in the north. Yet the responsibility for planning and managing this area is split between three different legislative bodies: the Grand County Commission, the San Juan County Commission, and the Moab City Council.

It is widely agreed that these three local governments need to do a better job of coordinating their planning and zoning decisions, since actions taken (or not taken) in one jurisdiction can have very significant consequences in neighboring jurisdictions.

FOR OFFICE USE ONLY:

Attorney Review:

The purpose of this discussion is to begin to formulate concrete steps that can be taken to encourage better coordination and information sharing.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	31	1	2	3	4	5
	First Day of Black 10am - Building / 5pm - Airport Board 5pm - Airport Board 5:30pm - Mosquito	8:30am - SARC 4pm - Commission- 4pm - Commission- 4pm - Council 4pm - County	10am - DRT Mtg 1pm - ATV NOISE 5:30pm -	8:30am - Leadership 11am - Housing 1:30pm - PIO 7pm - Water SSD &		6
7	8	9	10	11	12	13
	10am - Building / 12:30pm - Council 4pm - GC PC 4pm - Planning	11am - Trail Mix Mtg 11am - Trail Mix- 2pm - Conservation 3pm - MATC Bd. Mtg 3pm - MATC Meeting 3pm - Travel Council 5:30pm - OSTA 9/8 5:30pm - OSTA Mtg 6pm - Cemetery Bd 6pm -	10am - SEC Meeting 10am - Special 1pm - Homeless 1pm - LHCC 10-14 @ 6:30pm - Thompson	12:30pm - Motorized 5:30pm - Cany		
14	15	16	17	18	19	20
Valentine's Day	Presidents' Day 10am - Building /	9am - EMS SSD Mtg 3pm - Moab Fire 4pm - Commission- 4pm - Council 4pm - County 4pm - TSSSFD Mtg	1:30pm - Perf. Rvw. 5:30pm - Museum 7pm - Rec Board 7pm - Rec. SSD Bd.	12pm - HASU Bd. 1:30pm - PIO 4pm - Arches SSD 4pm - Solid Waste 7pm - Water SSD &		
21	22	23	24	25	26	27
	10am - Building / 4pm - Planning 4pm - Planning		8:30am - Chamber	1pm - SEUALG Mtg		
28	1	2	3	4	5	6
	First Day of 10am - Building / 4pm - Weed Bd. Mtg 5pm - Airport Board 5pm - Airport Board 5:30pm - Mosquito	8:30am - SARC 4pm - Commission- 4pm - Council 4pm - County	10am - DRT Mtg 5:30pm -	11am - Housing 1:30pm - PIO 7pm - Water SSD &		

Date	Size	Event name	Location	Event type	DateVerified	Application in process	Permitted	Event Sponsor
1/30/2021	1000	MM Arches Ultra	Seven Mile parking/ Bar M/ Klondike/ Klonzo	50 miles, 50k, Half, 9k foot race	YES		Yes	Justin and Denise Ricks
		Moab Music Winterlude	Star Hall	Music festival				Erin Groves
2/13/2021	1350	MM Red Hot	Gemini Bridges/poision spider/gold Bar/ Seven Mile Parking	55k & 33kFoot race	Yes			Justin and Denise Ricks
		Moab international film fest	Star Hall	Film festival				
		Quilting in the Red Rocks	Grand Center	Quilt show				
	400	Moab Thaw	Bar M area	Bike event/ vendor show				
3/20/2021	3200	MM Canyonland Half Marathon	Hwy 128, lions park	foot race	Yes			Justin and Denise Ricks
Week before Easter		March 28th - April 4th	Jeep Safari		Yes			
March 13-16	1100	Skinny Tire Festival	191,313,279,128, ANP, DHPSP	Bike race	Yes			Beth
March 26-29	200	Passover Seder Retreat	Gold Bar Campground	Retreat				Rabbi Jamie Korngold
March 27th - April 4th	2500	Moab Jeep Safari	Osta/Jeep Safari Trails	Jeep Event	YES			Rex Holman
3/27/2021	1000	MM Behind the Rocks Ultra	Behind the rocks, Amasa, Kane creek	running event	Yes			Justin and Denise Ricks
April 10-12 2021	220	Trans Rockies Moab Rocks	Swanny Park/ Klondike /Porcupine Rim/ Mag 7	3 day bike race				Kevin McDonald
April 12 - 18 2021	300	Cruise Moab	Toyota Event	4 WD Event	YES			Matt Farr
	?	Full size Invasion	Moab Reservation Center/Jeep Safari Trails	Full size vehicle safari				
	300	Fallen Peace officer	Fallen peace officer trail	UTV poker run				
4/17/2021	300	MM Amasa Back	Amasa Back	running event	Yes			Justin and Denise Ricks
April 22-25		Car Show	Swanny City	Car Show				
April 29 - May 4	700	Building Man	River		Yes			
May 1 - May 8	100	Jeep Wrangler TJ Fest		Jeep Event	Yes			Chris Jumonville
	500	Gran Fondo	Spanish Valley	bike race				
		FMCA	Old Airport	RV				
		Back of Beyond SUP race	Lake?	Paddle board race				
Memorial Day Weekend		May 29th through May 31st						
		Moab Arts Festival	Swanny City	Art festival				
6/5/2021	500	MM Thelma and Louise Half	Dead horse	Half marathon/relay	Yes			Justin and Denise Ricks
		Dawg Days of Summer	Old City Park	BBQ, Concert, Fundraiser				
		Free Comcert Series	Swanny City Park	Concert				
August 13-14		UTE 100	Peal inn	foot race	Yes			Sean Run Burn Blanton
September 17-19th	2000	Scots on the Rocks	Ball Field	Celtic Festival	YES			Dan and Marta Lamont

	700	Moab Music Festival	Star Hall, RedCliffs,Sorrel, Westwater	Music Festival					Erin Groves
September 18-19	600	Moab Century Tour	Hwy 128, 313	Bike race	Yes				Beth
September 24th- 25th	1200-1400	High School Cycling League - South Region	Bar M area	Cycling Event	YES				Ginger Hall
	200	Skydive boogie	CNY, Mineral bottom, Sorrel River	sky diving					
October 1-3 2021		Outerbike	Bar M area	Bike event/ vendor show	Yes				Sean Hayes
		Banff Mountain Film	High School	Film Festival					
		Rock and Gem Show	OSTA	Rock Show					
	300	Moab 240	valley RV Hidden vally, Kane creek, Hurray pass, San Juan County, into La sals, Porcupine Rim, Hwy	240 mile race					Samantha De La Vega
10/10/2021	700	MM Arches Half Marathon	Dewey bridge, Sorrel River Ranch	running event	Yes				Justin and Denise Ricks
October 15-18	300	Trans Rockies Moab Rocks	Swanny Park/ Klondike /Porcupine Rim/ Mag 7	3 day bike race	YES				Kevin McDonald
October 21-23	200	Jeep Jamboree	OSTA/Jeep Safari Trails	Jeep Event	YES				Ty Devereaux
October 30-31		Desert Gravel Race Co2Ut	Fruita to Moab	Cycling Event	YES				Morgan Murri
		HoDown	Amasa Back	Bike Race					
		Folk Festival	Fields	Music event					
	2000	Moab Trail Marathon	Kane Creek, Amasa, Behind the Rocks	running event					Danelle Ballengee
11/20/2021	1800	MM Deadhorse Ultra	Gemini Bridges/poison spider/gold Bar/ Seven Mile Parking	running event	Yes				Justin and Denise Ricks
	700	GGYB Highline Gathering	Fruit Bowl	Slack line					Daniel Walsh
	380	MM Winter Sun 5k	School	5k foot race					Justin and Denise Ricks

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

FEBRUARY 2, 2021

Agenda Item: AA

TITLE:	Annual Public Hearing on county mental health and substance use disorder needs.
FISCAL IMPACT:	None.
PRESENTER(S):	Karen Dolan, Executive Director of Four Corners Community Behavioral Health, Inc.

Prepared By:

Danielle Henrie,
Administrative Asst.
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BACKGROUND:

The County is the local mental health and substance use disorder authority. Four Corners Community Behavioral Health, Inc. is contracted to provide services for the community needs. Both Medicaid and the State require an annual public hearing to allow public input regarding these community needs.

ATTACHMENT(S):

Grand public hearing ad 2021

FOR OFFICE USE ONLY:

Attorney Review:

PUBLIC HEARING

Four Corners Community Behavioral Health, Inc. and the Grand County Council members, as the local authority of substance use disorder and mental health, invite Medicaid enrollees and other community members to give input regarding the mental health and substance use disorder treatment needs in Grand County at a public hearing on February 2, 2021. Input from citizens, clients and families will be used in planning services and in decision making during this next fiscal year. The public hearing will be held as part of the regularly scheduled Grand County Council meeting, on Tuesday, February 2nd, 2021 at 4:00pm in the Grand County Council Chambers, 125 East Center Street, Moab, Utah. You can choose to submit a written statement instead. For more information please contact FCCBH, Inc. at 435-637-7200.

community. I am the Volunteer Coordinator at Our Village-a nonprofit community center in Moab. I am passionate about the health and well-being of our community members.

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

I am a mom with healthy concerns for the safety and wellness of our children. I'm a homeowner, and a business owner in Moab. I have lived in Moab year round for 9 years and have developed a kinship and strong ties to the community of Moab.

CERTIFICATION

I have read Resolution No. 3184, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County's Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve..

Signature: Breann Davis Date:1/13/21 _____