



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: **851 7082 0571** # Password (if needed): **214317** Unmute: *6

Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdEiCeJUxTUlFeXFoZHNQQT09>

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AGENDA

Tuesday, February 1, 2022

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

4:10 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.
Dial: **(669) 900 - 6833** Meeting ID: **851 7082 0571** # Password (if needed): **214317**
Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdEiCeJUxTUlFeXFoZHNQQT09>
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)
- Department Reports (approximately 15 minute reports)**
- Agency Reports (approximately 15 minute reports)**
 - A. Report from the Historical Preservation Commission regarding the Indigenous Peoples Land Acknowledgement Statement (Jody Patterson, HPC Chair)
- Approval of Minutes** (Quinn Hall, Clerk/Auditor)
 - B. January 18, 2022 (Regular County Commission Meeting)
- Ratification of Payment of Bills**
- Commission Member Disclosures**
- General Commission Reports and Future Considerations**
- Elected Official Reports**
- Commission Administrator Report**
- Presentations (approximately 15 minute presentations)**
- General Business- Action Items- Discussion and Consideration of:**
 - C. Presentation and approval of a letter of support regarding the proposed UMTRA/TSSD Green River Pipeline Project (Uranium Mill Tailings Remedial Action / Thompson Special Service District (Water Board)) (John Ripley Corkery, Chair of TSSD and Commissioner Hedin)
 - D. Approving additions to the 2021 Property Tax Abatements and Cancelations (Chris Kauffman, County Treasurer)
 - E. Approving Chair's signature on a document for the Disadvantaged Business Enterprise (DBE) program with the FAA for the Airport (Andrew Solsvig, Airport Director)
 - F. Approving lease agreement with Redtail Jet Center for office space in the Airport terminal (Andrew Solsvig, Airport Director)
 - G. Approving lease agreement with Redtail Jet Center for retail space in the Airport terminal (Andrew Solsvig, Airport Director)

- H. Approving extension of on-call engineering services, with Horrocks and Jones DeMille (Bill Jackson, Roads & Bridges Supervisor)
- I. Adopting an Ordinance Initiating a Temporary Land Use Regulation Prohibiting the Erection, Construction, Reconstruction, or Alteration of Any Building or Structure or Any Subdivision Approval Requiring New Water Connections within the Thompson Special Service District Boundary (Christina Sloan, County Attorney)
- J. Repealing Title 5 (Business Licenses) of the Grand County General Ordinances and related Ordinance No. 632 and adopting Ordinance providing for a new Title 5 (Christina Sloan, County Attorney, and Josh Green, Code Compliance Officer with input from the Sheriff and Clerk)
- K. Approving the support of and opposition to certain State Legislative Bills introduced in the 2022 General Session (Christina Sloan, County Attorney)
- L. Approving 3 volunteer re-appointments to the Historical Preservation Commission (Commissioner Hadler)
- M. Approving volunteer appointment to the Housing Authority of Southeast Utah (HASU) (Commissioner McGann)
- N. Approving volunteer appointments and a re-appointment to the Council on Aging (Commissioner Stock)
- O. Approving a Memorandum of Understanding (MOU) with the Bureau of Land Management (BLM) for Grand County to be a cooperating agency for 6 land use plan amendments for wild and scenic river designations (Commissioner Stock)
- P. Approving the Grand County grant contract with the Moab Area Community Land Trust (MACLT) (Chris Baird, Strategic Development Director)
- Q. Adopting an Ordinance repealing and replacing Ordinance No. 413 (2005) and adopting a new section 1.05 of the Grand County General Ordinances to establish the manner in which real and personal property may be disposed of, acquired, and managed (Christina Sloan, County Attorney, and Chris Baird, Strategic Development Director)
- R. Approving Chair's signature on a Data Request to the Utah State Tax Commission (Chair Woytek)
- S. Approving letter to San Juan County Planning Commission regarding concerns about the proposed campground in Mill Creek Canyon (Commissioner Stock)
- ❑ **Consent Agenda- Action Items**
 - T. Ratifying Chair's signature on a letter to San Juan County Administrative Law Judge Lyn Loyd Creswell concerning the proposed Sky Ranch Airport
 - U. Termination of citizen board appointment
 - V. Approving a letter to U.S. Congressman John Curtis regarding the Public Lands Proposal Process (Commissioner Walker)
- ❑ **Discussion Items**
 - W. Calendar items and special events (Mallory Nassau, Commission Administrator)
- ❑ **Public Hearings- Possible Action Items**
 - X. Annual Public Hearing on county mental health and substance use disorder needs (Melissa Huntington, Executive Director of Four Corners Community Behavioral Health, Inc.)
 - Y. Public Hearing to hear public comment regarding a rezone request by Entrada Camps and Recreation to apply the Overnight Accommodations Overlay (OAO)-Campground district, for a 16-unit luxury tented campground in the Seven Mile Canyon area (Planning & Zoning Department)

Z. Public Hearing to hear public comment regarding an amended development agreement for an extended deadline for final plat, for the Viewgate Terrace High Density Housing Overlay (HDHO) zone (Planning & Zoning Department)

Closed Session(s)

1. Purchase, Exchange, Lease or Sale of Real Property

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.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: A

TITLE:	Report from the Historical Preservation Commission regarding the Indigenous Peoples Land Acknowledgement Statement
FISCAL IMPACT:	Not applicable
PRESENTER(S):	Jody Patterson, Chair of the HPC

Prepared By:
JOHN J. GUENTHER,
PLANNING AND
ZONING DIRECTOR
AND
JODY PATTERSON,
CHAIR, HISTORICAL
PRESERVATION
COMMISSION

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:
For information - report to the Planning Commission scheduled for February 14 meeting.

BACKGROUND:
 Grand County is home to indigenous tribes and extensive artifacts that testify of early settlements in a number of areas. The draft General Plan has references in the following sections: engagement, economic, environmental, social, and implementation. An extract from Attachment #1:

Indigenous peoples have inhabited what is now Grand County for at least 12 millennia. Whether nomadic or sedentary, hunter-gatherers or farmers, these peoples thrived here for thousands of years.

The modern Indigenous peoples of Grand County are the proud descendants of these original pioneers and continue to shape and steward the land that many people from other parts of the country and world now call home too.

Today, Native American citizens account for nearly five percent of the Grand County population, which is significantly higher than the State of Utah's overall 1.9 percent Native American population.

While only one reservation is present in Grand County and another four federally and state recognized tribes reside nearby, Grand County represents part of each tribe's traditional territory and homeland. The area is also considered the traditional homeland to the Hopi and Zuni peoples who lived in the area over 800 years ago and who still have close ties with the land.

NEXT STEPS:
 The Historical Preservation Commission met on January 20, 2022 and recommended that an information report be submitted and presented to both the Planning Commission and County Commission.

That report should identify the need to fashion a Land Acknowledgement statement for the County while indicating important engagement actions. It is anticipated that the draft will be ready for Commission(s) review by the end of 2022 while holding public and Commission workshops between now and then.

At the direction of the Commissions the General Plan references will then be updated to reflect the statement and suggested engagement steps and actions.

Attachments:

1. Land Acknowledgement Statement - Draft.

Grand County, Utah
Historical Preservation Commission
Indigenous Peoples Land and Territory Acknowledgement
White Paper
First Draft 1/19/2022

Introduction

Utah, its very name derived from the Ute peoples living in the region when first encountered by nonindigenous explorers, traders, and settlers, remains the traditional home of nearly 30,000 Native American citizens representing diverse, distinct, and unique cultural traditions. The state is home to nine federally recognized sovereign tribal nations including the Confederate Tribes of the Goshute, the Paiute Tribe of Utah, the San Juan Southern Paiute Tribe, the Northwestern Band of the Shoshone Nation, the Skull Valley Band of Goshute, the Ute Indian Tribe of the Uintah and Ouray Reservation, The Ute Mountain Ute Tribe, the White Mesa Community, and the Navajo Nation. Each autonomous sovereign nation has its own traditions, language, government, and cultural and religious practices.

Grand County Context

Indigenous peoples have inhabited what is now Grand County for at least 12 millennia. Whether nomadic or sedentary, hunter-gatherers or farmers, these peoples thrived here for thousands of years. The modern Indigenous peoples of Grand County are the proud descendants of these original pioneers and continue to shape and steward the land that many people from other parts of the country and world now call home too. Today, Native American citizens account for nearly five percent of the Grand County population, which is significantly higher than the State of Utah's overall 1.9 percent Native American population. While only one reservation is present in Grand County and another four federally and state recognized tribes reside nearby, Grand County represents part of each tribe's traditional territory and homeland. The area is also considered the traditional homeland to the Hopi and Zuni peoples who lived in the area over 800 years ago and who still have close ties with the land.

Rationale for land and territory acknowledgment

Recent developments related to highly controversial issues surrounding national monuments, rampant vandalism of cultural sites, land use, and decisive debates concerning "Critical Race Theory" prompted the Grand County Historical Preservation Commission (GCHPC) to consider drafting an Indigenous Land and Territory Acknowledge statement to be considered by the Grand County Commission in 2021. The GCHPC's hope is that the County Commission will support such a statement and to include indigenous perspectives and voices in its policies in general and in particular those regarding tourism (and its impacts), land use, land planning, and historic preservation.

Even before the establishment of Grand County in 1890, remote religious and governmental nonindigenous populations driven by the ideology, colonialism, and imperialism of remote governmental and religious entities settled in the Grand County area displacing, often

forcibly, the native peoples. While a full account of this unattractive history is beyond the scope of this white paper, it is important to acknowledge that 1) indigenous peoples inhabited, and continue to inhabit, the region and have strong ties to the land, its rivers and lakes, and the skies above them; 2) many places in the landscape are sacred and hold significant meaning and identity to native peoples; 3) conflicts between native and non-native peoples occurred, governmental promises were broken, and attempts were made to erase, if not eradicate, indigenous practices, languages, and peoples; and 4) though the past cannot be changed, moving forward means accepting responsibility for past wrongs and moving forward in an enlightened manner forging stronger relationships, mutual respect, common decency, and dignity among all Grand County residents.

The GCHPC also believes that providing such a statement will begin to build a foundation to cultivate more meaningful and respectful relationship with Native American communities. As such, the GCHPC supports Article 15 of the United Nations Declarations on the Rights of Indigenous Peoples that states:

1. Indigenous peoples have the right to the dignity and diversity of their culture, traditions, histories, and aspirations which shall be appropriately reflected in education and public information.
2. States shall take effective measures, in consultation and cooperation with indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding, and good relations among indigenous peoples and all other segments of society.

Examples of Utah Organizations that use this type of statement

University of Utah

We acknowledge that this land, which is named for the Ute Tribe, is the traditional and ancestral homeland of the Shoshone, Paiute, Goshute, and Ute Tribes. The University of Utah recognizes and respects the enduring relationship that exists between many Indigenous peoples and their traditional homelands. We respect the sovereign relationship between tribes, states, and the federal government, and we affirm the University of Utah's commitment to a partnership with Native Nations and Urban Indian communities through research, education, and community outreach activities.

Utah State University (Moab)

We acknowledge that the Utah State University Moab resides on the American Indian Crossing of the Colorado River, the traditional homeland of the descendants of the Pueblo of Zuni (A:shiwí); the Hopi Tribe; the Southern Ute Indian Tribe; the Ute Indian Tribe; the Paiute Indian Tribe of Utah; and the Kaibab Band of Paiute Indians who have been stewards of the rivers and mountains, cliffs and towers, arches, and canyons from time immemorial. In offering this land acknowledgment, we affirm Indigenous sovereignty, history, and experiences.

Museum of Moab

We acknowledge the land we currently identify as the Moab Valley to be the traditional and ancestral lands of bands of the Nuutsui (Ute) and clans of Ancestral Pueblo People. We pay our respects to all their elders, past and present, and choose to honor and acknowledge the original stewards of this land in hopes of building mutual respect and understanding across all cultures – those that reside here and

those that pass through here today and in the future. The Moab Museum intends to foster a mutual understanding among and between cultures to produce stronger and more effective civic interactions among citizens of, and travelers across, the Colorado Plateau.

Grand County Acknowledgement Statement

TBD

Intended Use of Acknowledgment Statement

The acknowledgement of Indigenous people is a means for Grand County to honor and recognize traditional homelands and territories of the Indigenous peoples who still live and steward the land, river, lakes, and sky in the area encompassed by Grand County. The acknowledgement statement may be used at the beginning of public assemblies and meetings and incorporated into convocations at events sponsored or permitted by Grand County.

DRAFT



**GRAND COUNTY
COMMISSION REGULAR MEETING**

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

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

**MINUTES
18 JANUARY, 2022**

The Grand County Commission met in a regular meeting on January 18th, 2022. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Attending the meeting were County Commissioners Clapper, Hadler, Hedin, McGann, Stock, Walker, and Woytek. Also in attendance were County Commission Administrator Mallory Nassau, Strategic Development Director Chris Baird, County Attorney Christina Sloan, and Clerk/Auditor Quinn Hall.

Chair Woytek called the meeting to order at 4:01 pm.

4:00 p.m. Thompson Springs Special Service Fire District Board Meeting (see separate agenda/minutes)

4:05 p.m. Municipal Building Authority Public Hearing (see separate agenda/minutes)

4:28 p.m. Grand County Commission Regular Meeting

Citizens to Be Heard (and again at approximately 6:00 pm)

Sarah Melnicoff commented about the homeless problem along the parkway and suggested that the Melich home north of the County Courthouse be used as a warming center for the homeless.

Department Reports

A. Report on the County General Plan and Strategic Plan Public Review (John Guenther, Planning & Zoning Director)

John Guenther discussed the strategic plan and noted the recent progress. John discussed the next steps and the timetable until potential completion, and discussed potential public engagement opportunities.

Agency Reports

(none at this time)

Approval of Minutes (Quinn Hall, Clerk/Auditor)

B. January 4, 2022 (Regular County Commission Meeting)

C. January 10, 2022 (Joint County Commission and Planning Commission Workshop)

Motion by Jacques Hadler to approve the minutes from the 4th and 10th of January, 2022.

Motion Seconded by Mary McGann

Discussion (none at this time)

Motion passes 7-0

Ratification of Payment of Bills

Presentation

Motion by Kevin Walker to ratify and approve payment of bills in the amount of \$1,383,442.073 and payroll in the amount of \$597,152.45 for a combined total of \$1,980,595.18.

Motion Seconded by Evan Clapper

Discussion (none at this time)

Motion passes 7-0

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Sarah Stock

- Attended noxious weed board meeting
- Community renewable energy program
- Joint Planning/Commission meeting
- Salinity Studies meeting
- Ground Water meeting

Jacques Hadler

- Joint Planning/Commission meeting
- Trail Mix meeting
- Old Spanish Trail Meeting (OSTA)
- Motorized Trails Committee meeting

Mary McGann

- Expressed concern about the rise in local COVID cases
- Joint Planning/Commission meeting
- Economic Diversity advisory board meeting
- Utah State University (USU) Advisory Council Board meeting
- Moab Area Housing Task Force meeting
- Met with San Juan County Commissioner

Kevin Walker

- Attended similar meetings
- Public Lands Committee meeting

Evan Clapper

- Cemetery District meeting
- Emergency Medical Services (EMS) meeting

Trish Hedin

- Planning Commission meeting
- Library Board meeting

Gabriel Woytek

- Joint Planning and Commission meeting
- Grand County Economic Development meeting
- Housing Task Force Meeting
- Utah Rural Leadership Academy

Elected Official Reports

Christina Sloan discussed the potential for a mask mandate. Christina noted the increase in cases throughout the state. Christina noted the County no longer has the authority issue a mask mandate and would need to involve the health department. Christina noted the Legislative Session started today. Christina discussed the ongoing homicide investigation.

Commission Administrator Report

Mallory discussed recent interactions with the city and offered thanks to the economic development office.

Chris Baird discussed wrapping up last year's budget and the Community Impact Board (CIB) applications.

Presentations

D. Presentation on the Local Homelessness Coordinating Committee (Rhiana Medina, Committee member)

Rhiana discussed the current state of the homeless in Grand County and Moab, and described the work of the Grand County Homeless Council. Rhiana discussed the local participating organizations and some of the statistics of homelessness in Grand County. Rhiana shared some of the accomplishments of the committee in 2021; multi-family apartments, MOU's for emergency shelter, updated list of shelter in the area, and a stockpile of items to assist with outdoor homelessness.

Trish offered thanks and support and suggested the potential for a shelter in the future.

E. Presentation of deeper results of the Moab audience segmentation survey performed by Love Communication in 2021 (Commissioner Walker)

Kevin Walker discussed the survey. Kevin shared the survey questions and responses, noting the importance of a quiet community to visitor experience. Kevin shared some statistics on typical visits and visitor activities. Kevin noted the potential to have access to further survey data in the future. Adam Whalen (Love Communications) discussed some of the parameters and design of the study.

6:00 pm Citizens To Be Heard

(none at this time)

General Business- Action Items- Discussion and Consideration of:

F. Approving pre-authorized procurement list, from the approved 2022 county budget (Mallory Nassau, Commission Administrator)

Presentation

Mallory discussed the budget list and the reasons for pre-authorization. Mallory shared the list with the commission and described the purpose and process. The Commission went through the list and asked for details about some of the items.

Motion by Evan Clapper to approve the 2022 Chair Pre-Authorized Capital Procurement List contingent upon all purchases being with-in budget at the time of Chair approval.

Motion Seconded by Mary McGann

Discussion

Sarah Stock expressed concern about some of the expenses on the list regarding advertising.

Motion to amend by Evan Clapper Clapper to approve the 2022 Chair Pre-Authorized Capital Procurement List contingent upon all purchases being with-in budget at the time of Chair approval without the Northern Utah Fly In Marketing Campaign line item included.

Motion to amend seconded by Mary McGann

Sarah discussed some further concerns like the Diversification Grant Program and the bike path expenses. August Granath discussed some of the items of concern. Chris suggested pulling the diversification grant program from the list. Sarah asked about the definition of the paved bike path and Chris noted that's for the bike path north of town.

Amendment passes 5-1-1 Woytek opposed, Walker Abstaining

Motion to Amend by Kevin Walker to remove the \$500,000 line for diversification

Motion to Amend seconded by Trish Hedin

Motion to Amend passes 7-0

Main Motion as Amended passes 7-0

6:23 Citizens to Be Heard

(none at this time)

G. Approving updated Family Support Center Director job description (Christina Sloan, County Attorney and Renee Baker, Personnel Services Director)

Presentation

Renee discussed the job description and the updates and changes, noting the intention of the current director to retire within the year. Christina offered thanks to Sherilyn for her work and discussed some of the roles of the Family Support Center. Christina discussed some of the challenges of finding an entity to take on managing the Family Support Center.

Motion by Evan Clapper to approve the updated Family Support Director job description effective 1/18/2022

Motion Seconded by Mary McGann

Discussion

Evan asked about the major changes, and Christina noted the inclusion of higher-level duties warranted commission approval.

Motion passes 7-0

- H. Approving the Elimination of One Existing GCAO Prosecutorial Assistant Position, the Addition of one GCAO Paralegal I Position, and the Amendment of the GCAO Pay Plan in Relevant Part to Update the Approved Positions (Christina Sloan, County Attorney and Renee Baker, Personnel Services Director)**

Presentation

Christina discussed the changes in the Attorney's office and the need to shift some positions around.

Motion by Mary McGann to approve the elimination of one existing GCAO Prosecutorial Assistant position, the addition of one GCAO Paralegal I position, and the amendment of the GCAO Pay Plan in relevant part to update the approved positions.

Motion Seconded by Kevin Walker

Discussion

Renee discussed the grade change for the position and the reason for commission approval.

Motion passes 6-0-1 Clapper abstaining

- I. Adopting Resolution titled: Amending Resolution 3273 and adopting covid-19 sick leave policy during the 2022 pandemic period (Renee Baker, Personnel Services Director)**

Presentation

Renee discussed the amended sick leave policy, noting the ongoing nature of the pandemic.

Motion by Kevin Walker to adopt the resolution titled: Amending Resolution 3273 and adopting covid-19 sick leave policy during the 2022 pandemic period.

Motion Seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

- J. Approving application to the Bureau of Land Management to renew further Rights of Way expiring in 2022 (Bill Jackson, Road Department)**

Presentation

Bill Jackson discussed the need to renew the rights of way with the BLM. Glen described the road covered by the approval. Glen noted they are all county "B" roads.

Motion by Jacques Hadler to authorize the Grand County Road Department to submit an application to the BLM to renew Grand County's Rights of Way on Road numbers #98, # 258 & 354, #266, #267, #268, #270

Motion Seconded by Trish Hedin

Discussion (none at this time)

Motion passes 7-0

K. Approving Volunteer Re-appointments to the Airport Board (Commissioner McGann)

Presentation

Mary McGann discussed the applicants and the process.

Motion by Mary McGann to approve the re-appointments of Bill Groff and Jody Patterson to serve on the Airport Board, with terms beginning 1/1/2022, and expiring 12/31/2025.

Motion Seconded by Evan Clapper

Discussion (none at this time)

Motion passes 7-0

L. Approving Volunteer Re-appointment to the Public Health Board (Commissioner Woytek)

Presentation

Motion by Evan Clapper to appoint Rhiana Medina to the Public Health Board 21 jan 2022 31 dec 2024

Motion Seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

M. Approving annual subscription and membership renewals (Chris Baird, Strategic Development Director)

Presentation

Chris Baird discussed the renewals of subscriptions and renewals. Chris discussed some of benefits of membership in the organizations; UAC, NACO, Moab Chamber of Commerce, etc.

Motion by Evan Clapper to approve renewal of memberships as outlined.

Motion Seconded by Mary McGann

Discussion

Chris ran down the entities again. Trish noted support based on Evan and Mary's support. Evan discussed some of the issues with and potential benefits of UAC membership.

Motion passes 7-0

Consent Agenda- Action Items

N. Ratifying Chair's signature on a contract with Prosecutor by Karpel, for software for the County Attorney's office, approved in the 2022 county budget

O. Approving independent contractor agreement with Zunich Bros. Mechanical for toilet cleaning and pumping services at Sand Flats Recreation Area, at a cost of \$60,138.00 (included in the 2022 budget)

P. Ratifying the Chair's signature on a letter to the San Juan County Planning Commission regarding proposed campground in Mill Creek Canyon

Q. Approving the purchase of a maintenance UTV for Old Spanish Trail Arena

R. Approving Commissioner liaison modification for County Boards

Motion by Mary McGann to adopt the consent agenda as presented.

Motion Seconded by Jacques Hadler

Discussion (none at this time)

Motion passes 7-0

Discussion Items

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

Mallory discussed upcoming events and the calendar for the next few weeks. Mallory noted the land use code training tomorrow. Grand County will be closed for President's Day.

Public Hearings- Possible Action Items

(none at this time)

Closed Session(s) (if necessary)

1. Purchase, Exchange, Lease or Sale of Real Property

Motion by Mary McGann to enter closed session for the purpose of discussion the purchase, lease, or sale of the real property.

Motion Seconded by Evan Clapper

Motion passes 7-0

Commission entered closed session at 7:02

Commission exited closed session at 7:57

Chair Woytek adjourned the meeting at 7:57

DRAFT

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1ST, 2022
 Agenda Item: D

TITLE:	Approving additions to the 2021 Property Tax Abatements and Cancelations.
FISCAL IMPACT:	The impact, spread across all taxing entities, is \$475,675.86 of which \$4,108.81 will be reimbursed by the State for a final impact of \$471,567.05
PRESENTER(S):	Chris Kauffman, Grand County Treasurer

Prepared By:

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

FOR OFFICE USE ONLY:

Attorney Review:

n/a

SUGGESTED MOTION:

I move to approve the additional 2021 property tax abatements and cancellations as presented.

BACKGROUND:

The Commission approved abatements and cancelations during the October 5th 2021 meeting prior to tax bills being mailed. The additional abatements and cancelations will cover everything from 9-29-2021 to 12-31-2021.

A handful of additional real and personal property abatements for disabled veterans, disabled low income individuals and low income seniors were accepted. Real and personal property amounts totaled \$12,617.18. \$4,108.81, of which will be reimbursed by the State.

Cancelations totaled \$463,058.68. The cancelations are detailed in the attachments and include \$973.07 in recommended penalty cancellation (not shown on the District/Entity report), \$19.32 in Personal Property write offs, \$456,054.24 in prior year cancelations and \$6,012.05 in various other cancelations. Two of the cancelations listed in the attachment have already been approved by the Commission totaling \$419.47.

The prior year cancelations are much higher than in a typical year because of two centrally assessed tax payers. Harley Dome, a waste water injection plant, owed taxes from 2014 to 2017 but filed for bankruptcy in 2016. In 2018, a court action granted ownership of the property to a new owner free and clear of any property taxes. This stripped Grand County's ability to recover the taxes through tax sale. In November of 2021, the bankruptcy was finalized and there were no funds available to pay unsecured creditors and therefore no property tax payments. The resulting cancelation of taxes, interest and penalty totaled approximately \$258,000.

Union Pacific Railroad (UPR) has filed appeals against the State's valuation of their property each year since 2018. In 2021, the Counties and the State reached a settlement agreement with UPR that covered all of these years. The Counties/State agreed to a relatively small reduction in UPR's value and to forego interest and penalty in 2018, 2020 and 2021. The resulting cancelations of taxes, interest and penalty totaled approximately \$198,000.

ATTACHMENT(S):

Grand County Auditor's District/Entity Abatement Report (Real Property covering all of 2021)

Grand County Auditor's District/Entity Abatement Report (Personal Property covering all of 2021)

2021 Additional Cancelations Summary

Grand County Redemption Tax Receipts – showing only cancelations made for prior years from 9-29-21 to 12-31-21.

GRAND COUNTY

01/19/2022

Auditor's District/Entity Abatement Report

03:22PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
001 MOAB CITY DISTRICT	0.010853				
		CIRCUIT BREAKER	59	38,188.86	3,518,731
		COMMISSION ADJUSTMENT	10	2,971.96	273,838
		INDIGENT	44	10,461.39	963,918
		20% CIRCUIT BREAKER	57	23,714.77	2,185,090
		VETERANS	26	34,526.92	3,181,326
		District Totals:	196	109,863.90	10,122,903
002 SPANISH VALLEY	0.010853				
		BLIND	3	374.43	34,500
		CIRCUIT BREAKER	58	34,712.01	3,198,377
		COMMISSION ADJUSTMENT	11	2,881.48	265,502
		INDIGENT	45	14,420.55	1,328,718
		20% CIRCUIT BREAKER	53	30,471.39	2,807,649
		VETERANS	29	44,755.34	4,123,777
		District Totals:	199	127,615.20	11,758,523
003 MOAB CITY MMA	0.010853				
		CIRCUIT BREAKER	1	296.00	27,274
		INDIGENT	1	317.19	29,226
		20% CIRCUIT BREAKER	1	531.65	48,986
		District Totals:	3	1,144.84	105,486
004 COUNTY GENERAL	0.010266				
		CIRCUIT BREAKER	4	1,832.42	178,494
		COMMISSION ADJUSTMENT	5	154.19	15,019
		INDIGENT	3	450.01	43,835
		20% CIRCUIT BREAKER	3	1,313.70	127,966
		VETERANS	2	1,141.59	111,201
		District Totals:	17	4,891.91	476,515
005 ELGIN MOSQUITO ABATEMENT	0.010266				
		CIRCUIT BREAKER	1	730.22	71,130
		VETERANS	1	1,796.20	174,966
		District Totals:	2	2,526.42	246,096
006 CASTLE VALLEY FIRE	0.010854				
007 THOMPSON WATER DISTRICT	0.010266				
		VETERANS	1	155.69	15,166
		District Totals:	1	155.69	15,166
008 GREEN RIVER CITY	0.010195				
009 TOWN OF CASTLE VALLEY	0.012670				
		CIRCUIT BREAKER	13	8,915.34	703,656
		COMMISSION ADJUSTMENT	4	4.42	349
		INDIGENT	6	1,122.45	88,592
		20% CIRCUIT BREAKER	9	4,472.76	353,020
		VETERANS	7	11,285.57	890,731
		District Totals:	39	25,800.54	2,036,348
011 ARCHES SPECIAL SERVICE DISTRICT	0.010853				
021 DIST 21	0.010853				
022 DIST 22	0.010853				
023 DIST 23	0.010853				
024 DIST 24	0.010266				
025 DIST 25	0.010266				

GRAND COUNTY

01/19/2022

Auditor's District/Entity Abatement Report

03:22PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
026 DIST 26	0.010854				
027 DIST 27	0.010266				
028 DIST 28	0.010195				
029 DIST 29	0.012670				
031 STATE ASSESSED & SVWS & MC	0.010853				
034 STATE ASSESSED & SVWS	0.010266				
038 STATE ASSESSED & GRC & EMA	0.010195				
048 STATE ASSESSED & GRC	0.010195				
		BLIND	3	374.43	34,500
		CIRCUIT BREAKER	136	84,674.85	7,697,662
		COMMISSION ADJUSTMENT	30	6,012.05	554,708
		INDIGENT	99	26,771.59	2,454,289
		20% CIRCUIT BREAKER	123	60,504.27	5,522,711
		VETERANS	66	93,661.31	8,497,167
		Grand Totals:	457	271,998.50	24,761,037

GRAND COUNTY

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Auditor's District/Entity Abatement Report

03:22PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
02 CASTLE VALLEY FIRE	0.000588				
		CIRCUIT BREAKER	13	413.75	703,656
		COMMISSION ADJUSTMENT	4	0.21	349
		INDIGENT	6	52.09	88,592
		20% CIRCUIT BREAKER	9	207.58	353,020
		VETERANS	7	523.75	890,731
		Entity Totals:	39	1,197.38	2,036,348
07 TOWN OF CASTLE VALLEY	0.001816				
		CIRCUIT BREAKER	13	1,277.84	703,656
		COMMISSION ADJUSTMENT	4	0.63	349
		INDIGENT	6	160.88	88,592
		20% CIRCUIT BREAKER	9	641.08	353,020
		VETERANS	7	1,617.57	890,731
		Entity Totals:	39	3,698.00	2,036,348
10 GRAND COUNTY GENERAL	0.001951				
		BLIND	3	67.31	34,500
		CIRCUIT BREAKER	136	15,018.16	7,697,662
		COMMISSION ADJUSTMENT	30	1,082.23	554,708
		INDIGENT	99	4,788.30	2,454,289
		20% CIRCUIT BREAKER	123	10,774.80	5,522,711
		VETERANS	66	16,577.98	8,497,167
		Entity Totals:	457	48,308.78	24,761,037
11 SCHOOL - GENERAL	0.005553				
		BLIND	3	191.58	34,500
		CIRCUIT BREAKER	136	42,745.17	7,697,662
		COMMISSION ADJUSTMENT	30	3,080.29	554,708
		INDIGENT	99	13,628.65	2,454,289
		20% CIRCUIT BREAKER	123	30,667.60	5,522,711
		VETERANS	66	47,184.76	8,497,167
		Entity Totals:	457	137,498.05	24,761,037
12 SCHOOL - STATE BASIC LEVY	0.001661				
		BLIND	3	57.30	34,500
		CIRCUIT BREAKER	136	12,785.84	7,697,662
		COMMISSION ADJUSTMENT	30	921.37	554,708
		INDIGENT	99	4,076.57	2,454,289
		20% CIRCUIT BREAKER	123	9,173.22	5,522,711
		VETERANS	66	14,113.79	8,497,167
		Entity Totals:	457	41,128.09	24,761,037
14 MULTICOUNTY ASSESSING & CO	0.000012				
		BLIND	3	0.41	34,500
		CIRCUIT BREAKER	136	92.36	7,697,662
		COMMISSION ADJUSTMENT	30	6.66	554,708
		INDIGENT	99	29.45	2,454,289
		20% CIRCUIT BREAKER	123	66.28	5,522,711
		VETERANS	66	101.97	8,497,167
		Entity Totals:	457	297.13	24,761,037
15 COUNTY A&C	0.000337				
		BLIND	3	11.63	34,500
		CIRCUIT BREAKER	136	2,594.10	7,697,662
		COMMISSION ADJUSTMENT	30	186.93	554,708

GRAND COUNTY

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Auditor's District/Entity Abatement Report

03:22PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		INDIGENT	99	827.10	2,454,289
		20% CIRCUIT BREAKER	123	1,861.15	5,522,711
		VETERANS	66	2,863.54	8,497,167
		Entity Totals:	457	8,344.45	24,761,037
16 LIBRARY	0.000445				
		BLIND	3	15.35	34,500
		CIRCUIT BREAKER	136	3,425.47	7,697,662
		COMMISSION ADJUSTMENT	30	246.85	554,708
		INDIGENT	99	1,092.16	2,454,289
		20% CIRCUIT BREAKER	123	2,457.59	5,522,711
		VETERANS	66	3,781.24	8,497,167
		Entity Totals:	457	11,018.66	24,761,037
17 GRAND COUNTY CEMETERY	0.000165				
		BLIND	3	5.69	34,500
		CIRCUIT BREAKER	136	1,270.11	7,697,662
		COMMISSION ADJUSTMENT	30	91.53	554,708
		INDIGENT	99	404.96	2,454,289
		20% CIRCUIT BREAKER	123	911.24	5,522,711
		VETERANS	66	1,402.03	8,497,167
		Entity Totals:	457	4,085.56	24,761,037
20 MOAB MOSQUITO ABATEMENT	0.000205				
		BLIND	3	7.07	34,500
		CIRCUIT BREAKER	118	1,382.60	6,744,382
		COMMISSION ADJUSTMENT	21	110.57	539,340
		INDIGENT	90	475.98	2,321,862
		20% CIRCUIT BREAKER	111	1,033.55	5,041,725
		VETERANS	55	1,497.54	7,305,103
		Entity Totals:	398	4,507.31	21,986,912
21 MOAB VALLEY FIRE	0.000382				
		BLIND	3	13.18	34,500
		CIRCUIT BREAKER	118	2,576.36	6,744,382
		COMMISSION ADJUSTMENT	21	206.03	539,340
		INDIGENT	90	886.95	2,321,862
		20% CIRCUIT BREAKER	111	1,925.93	5,041,725
		VETERANS	55	2,790.55	7,305,103
		Entity Totals:	398	8,399.00	21,986,912
23 CHARTER SCHOOL STATE LEVY	0.000071				
		BLIND	3	2.45	34,500
		CIRCUIT BREAKER	136	546.53	7,697,662
		COMMISSION ADJUSTMENT	30	39.38	554,708
		INDIGENT	99	174.26	2,454,289
		20% CIRCUIT BREAKER	123	392.11	5,522,711
		VETERANS	66	603.30	8,497,167
		Entity Totals:	457	1,758.03	24,761,037
25 LIBRARY - DEBT	0.000071				
		BLIND	3	2.45	34,500
		CIRCUIT BREAKER	136	546.53	7,697,662
		COMMISSION ADJUSTMENT	30	39.38	554,708
		INDIGENT	99	174.26	2,454,289
		20% CIRCUIT BREAKER	123	392.11	5,522,711

GRAND COUNTY

01/19/2022

Auditor's District/Entity Abatement Report

03:22PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		VETERANS	66	603.30	8,497,167
		Entity Totals:	457	1,758.03	24,761,037
		BLIND	33	374.42	379,500
		CIRCUIT BREAKER	1,486	84,674.82	84,175,034
		COMMSSION ADJUSTMENT	320	6,012.06	6,071,750
		INDIGENT	1,083	26,771.61	26,909,509
		20% CIRCUIT BREAKER	1,347	60,504.24	60,493,889
		VETERANS	718	93,661.32	92,866,171
		Grand Totals:	4,987	271,998.47	270,895,853

GRAND COUNTY

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Auditor's District/Entity Abatement Report

03:21PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
001 MOAB CITY DISTRICT	0.011258				
		Veteran	3	526.20	46,740
		Indigent	3	201.13	17,866
		Circuit Breaker	4	678.41	60,260
		Write Off	56	48.68	4,327
		District Totals:	66	1,454.42	129,193
002 SPANISH VALLEY	0.011258				
		Veteran	2	221.34	19,660
		Cancellation Tax	1	15.77	1,401
		Circuit Breaker	1	19.16	1,702
		Write Off	31	22.38	1,988
		District Totals:	35	278.65	24,751
003 MOAB CITY MMA	0.011258				
		Write Off	3	1.90	169
		District Totals:	3	1.90	169
004 COUNTY GENERAL	0.010605				
		Write Off	4	3.24	306
		District Totals:	4	3.24	306
005 ELGIN MOSQUITO ABATEMENT	0.010605				
006 CASTLE VALLEY FIRE	0.011185				
		Write Off	2	0.02	2
		District Totals:	2	0.02	2
007 THOMPSON WATER DISTRICT	0.010605				
		Write Off	3	3.82	361
		District Totals:	3	3.82	361
008 GREEN RIVER CITY	0.010525				
009 TOWN OF CASTLE VALLEY	0.012997				
011 ARCHES SPECIAL SERVICE DIST	0.011258				
021 DIST 21	0.011258				
022 DIST 22	0.011258				
023 DIST 23	0.011258				
024 DIST 24	0.010605				
025 DIST 25	0.010605				
026 DIST 26	0.011185				
027 DIST 27	0.010605				
028 DIST 28	0.010525				
029 DIST 29	0.012997				
031 STATE ASSESSED & SVWS & MC	0.011258				
034 STATE ASSESSED & SVWS	0.010605				
038 STATE ASSESSED & GRC & EMA	0.010525				
048 STATE ASSESSED & GRC	0.010525				
		Blind	0	0.00	0
		Veteran	5	747.54	66,400
		Indigent	3	201.13	17,866
		Cancellation Tax	1	15.77	1,401
		Cancellation Penalty	0	0.00	0
		Cancellation Interest	0	0.00	0
		20% Home Owner Credit	0	0.00	0

GRAND COUNTY

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Auditor's District/Entity Abatement Report

03:21PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
		Circuit Breaker	5	697.57	61,962
		Write Off	99	80.04	7,153
		Grand Totals:	113	1,742.05	154,782

GRAND COUNTY

01/19/2022

Auditor's District/Entity Abatement Report

03:21PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
02 CASTLE VALLEY FIRE	0.000580				
07 TOWN OF CASTLE VALLEY	0.001812				
10 GRAND COUNTY GENERAL	0.002133				
		Veteran	5	141.64	66,400
		Indigent	3	38.11	17,866
		Cancellation Tax	1	2.99	1,401
		Circuit Breaker	5	132.17	61,962
		Write Off	99	15.24	7,153
		Entity Totals:	113	330.15	154,782
11 SCHOOL - GENERAL	0.005672				
		Veteran	5	376.63	66,400
		Indigent	3	101.33	17,866
		Cancellation Tax	1	7.95	1,401
		Circuit Breaker	5	351.45	61,962
		Write Off	99	40.55	7,153
		Entity Totals:	113	877.91	154,782
12 SCHOOL - STATE BASIC LEVY	0.001628				
		Veteran	5	108.10	66,400
		Indigent	3	29.09	17,866
		Cancellation Tax	1	2.28	1,401
		Circuit Breaker	5	100.87	61,962
		Write Off	99	11.64	7,153
		Entity Totals:	113	251.98	154,782
14 MULTICOUNTY ASSESSING & CO	0.000012				
		Veteran	5	0.80	66,400
		Indigent	3	0.21	17,866
		Cancellation Tax	1	0.02	1,401
		Circuit Breaker	5	0.74	61,962
		Write Off	99	0.07	7,153
		Entity Totals:	113	1.84	154,782
15 COUNTY A&C	0.000368				
		Veteran	5	24.44	66,400
		Indigent	3	6.57	17,866
		Cancellation Tax	1	0.52	1,401
		Circuit Breaker	5	22.81	61,962
		Write Off	99	2.62	7,153
		Entity Totals:	113	56.96	154,782
16 LIBRARY	0.000486				
		Veteran	5	32.28	66,400
		Indigent	3	8.68	17,866
		Cancellation Tax	1	0.68	1,401
		Circuit Breaker	5	30.12	61,962
		Write Off	99	3.48	7,153
		Entity Totals:	113	75.24	154,782
17 GRAND COUNTY CEMETERY	0.000180				
		Veteran	5	11.95	66,400
		Indigent	3	3.22	17,866
		Cancellation Tax	1	0.25	1,401
		Circuit Breaker	5	11.16	61,962
		Write Off	99	1.28	7,153

GRAND COUNTY

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Auditor's District/Entity Abatement Report

03:21PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
Entity Totals:			113	27.86	154,782
20 MOAB MOSQUITO ABATEMENT	0.000228				
		Veteran	5	15.14	66,400
		Indigent	3	4.07	17,866
		Cancellation Tax	1	0.32	1,401
		Circuit Breaker	5	14.13	61,962
		Write Off	90	1.48	6,484
		Entity Totals:	104	35.14	154,113
21 MOAB VALLEY FIRE	0.000425				
		Veteran	5	28.22	66,400
		Indigent	3	7.59	17,866
		Cancellation Tax	1	0.60	1,401
		Circuit Breaker	5	26.33	61,962
		Write Off	90	2.75	6,484
		Entity Totals:	104	65.49	154,113
23 CHARTER SCHOOL STATE LEVY	0.000046				
		Veteran	5	3.05	66,400
		Indigent	3	0.82	17,866
		Cancellation Tax	1	0.06	1,401
		Circuit Breaker	5	2.85	61,962
		Write Off	99	0.33	7,153
		Entity Totals:	113	7.11	154,782
25 LIBRARY - DEBT	0.000080				
		Veteran	5	5.31	66,400
		Indigent	3	1.43	17,866
		Cancellation Tax	1	0.11	1,401
		Circuit Breaker	5	4.96	61,962
		Write Off	99	0.57	7,153
		Entity Totals:	113	12.38	154,782
		Blind	0	0.00	0
		Veteran	55	747.56	730,400
		Indigent	33	201.12	196,526
		Cancellation Tax	11	15.78	15,411
		Cancellation Penalty	0	0.00	0
		Cancellation Interest	0	0.00	0
		20% Home Owner Credit	0	0.00	0
		Circuit Breaker	55	697.59	681,582
		Write Off	1,071	80.01	77,345
		Grand Totals:	1,225	1,742.06	1,701,264

Real/Personal Cancellations - includes shorts, penalty/interest

9-29-21 to 12-31-21

Date	Parcel	2021 Current Tax	Prior Yrs Tax & P/I	Current Penalty	Notes
10/11/2021	01-0B13-0016	\$ 2,928.79			Parcel purchased from exempt entity, 4 Corners Mental Health, partial year cancelation to cover when seller owned.
10/13/2021	01-0006-0039	\$ 1.03			Less than \$5 owed before tax bill sent out
10/13/2021	02-0007-0062	\$ 4.34			Less than \$5 owed before tax bill sent out
10/13/2021	04-0023-0006	\$ 1.91			Less than \$5 owed before tax bill sent out
10/13/2021	09-000-0395	\$ 3.77			Less than \$5 owed before tax bill sent out
10/27/2021	02-0007-0086	\$ 0.02			Payment short
10/29/2021	01-0MBE-0024	\$ 0.08			Payment short
10/29/2021	02-0015-0093	\$ 0.67			Payment short
11/1/2021	01-0MMV-0080	\$ 0.25			Payment short
11/4/2021	04-0016-0028	\$ 0.04			Payment short
11/8/2021	02-0017-0048	\$ 0.90			Payment short
11/9/2021	01-0B20-0010		\$ 2.16		Payment short, county error in interest calculation
11/9/2021	01-0006-0024		\$ 3.21		Payment short, county error in interest calculation
11/12/2021	01-0B21-0013	\$ 0.26			Payment short
11/12/2021	09-0000-0392	\$ 0.40			Payment short
11/15/2021	04-0023-0098	\$ 0.04			Payment short
11/18/2021	04-0025-0057	\$ 0.24			Payment short
11/23/2021	02-0SGV-0046	\$ 0.01			Payment Short
11/29/2021	01-0MBE-0017	\$ 0.06			Payment Short
11/29/2021	09-0000-0040	\$ 0.22			Payment Short
11/29/2021	01-0MOV-0012	\$ 0.06			Payment Short
11/30/2021	24-0XST-0301		\$ 258,121.48		Bankruptcy proceedings finalized and no payments available to unsecured creditors. Court previously granted property to another owner free and clear of taxes, leaving the property taxes unsecured.
11/30/2021	09-0000-0012	\$ 0.03			Payment Short

12/1/2021	02-0022-0072			\$ 76.34	Check written on 11/25/21, not delivered because in the hospital with a family emergency on 11/29 and 11/30.
12/1/2021	02-0007-0073			\$ 163.91	Check written on 11/25/21, not delivered because in the hospital with a family emergency on 11/29 and 11/30.
12/1/2021	01-0012-0021			\$ 225.06	Check written on 11/25/21, not delivered because in the hospital with a family emergency on 11/29 and 11/30.
12/1/2021	01-0B02-0010			\$ 10.00	Check written on 11/25/21, not delivered because in the hospital with a family emergency on 11/29 and 11/30.
12/1/2021	01-0BAL-0006			\$ 12.96	Check written on 11/25/21, not delivered because in the hospital with a family emergency on 11/29 and 11/30.
12/2/2021	02-0SVE-0001			\$ 11.21	Prior owner Auto Bill Pay not canceled before tax bills sent out so new owner received bill telling them not to pay.
12/2/2021	04-0024-0074			\$ 20.97	Prior owner Auto Bill Pay not canceled before tax bills sent out so new owner received bill telling them not to pay.
12/2/2021	02-0PUE-0044			\$ 10.00	Prior owner Auto Bill Pay not canceled before tax bills sent out so new owner received bill telling them not to pay.
12/2/2021	02-0PE5-0002	\$ 152.72			Owner paid over the phone in 2020, County error in entering bank account number resulted in late payment and owner failed to receive notices.
12/7/2021	04-0020-0036	\$ 151.96			County error in acreage amount.
12/8/2021	02-0RDC-0007	\$ 15.82			Mortgage Co paid late
12/8/2021	01-0MWA-0130	\$ 18.91			Mortgage Co paid late
12/9/2021	03-0035-0156			\$ 52.34	Mortgage Co paid late
12/9/2021	01-0001-0034			\$ 15.42	Mortgage Co paid late
12/10/2021	04-0020-0036			\$ 15.70	Taxpayer given permission to pay after the County error in acreage was fixed on 12/7/21.
12/10/2021	02-0021-0003			\$ 19.12	Mortgage Co paid late
12/13/2021	02-0RMV-0143			\$ 10.00	Title company payment for closing within 2 weeks of deadline.
12/17/2021	01-0001-0116			\$ 60.72	Taxpayer paid into escrow at closing before due date.
12/17/2021	02-0BLU-0038			\$ 11.61	Mortgage Co failed to pay.
12/17/2021	02-0SWA-0001			\$ 21.81	Taxpayer was waiting for an abatement issue to be resolved. Paid final amount owed on time.

12/17/2021	02-OSWA-0001	\$ 2,181.29			Longtime abatement recipient ineligible for Circuit Breaker due to temporarily taking name off ownership in attempt to protect property. Taxpayer's living circumstances never changed and ownership restored after a few months. Treasurer recommends cancelation in lieu of Circuit Breaker.
12/17/2021	02-0026-0105	\$ 106.24			Error in rollback tax calculation, taxpayer advised to wait for correct amount resulting in a late payment.
12/17/2021	04-0023-0071			\$ 10.00	Mortgage Co paid late
12/17/2021	01-0MWA-0098			\$ 12.75	Mortgage Co paid late
12/21/2021	02-OSGV-0020	\$ 386.91			Commission approval adjustment based on County valuation error.
12/21/2021	02-0016-0101	\$ 32.56			Commission approval adjustment based on County valuation error.
12/21/2021	24-0XST-0037		\$ 99,648.82		Cancelation of 2020 taxes per court ordered settlement of valuation appeal.
12/21/2021	27-0XST-0135		\$ 12,592.67		Cancelation of 2020 taxes per court ordered settlement of valuation appeal.
12/31/2021	24-0XST-0037		\$ 1,006.72		Cancelation of 2020 penalty/interest per court ordered settlement of valuation appeal.
12/31/2021	27-0XST-0135		\$ 127.22		Cancelation of 2020 penalty/interest per court ordered settlement of valuation appeal.
12/31/2021	24-0XST-0037		\$ 74,264.92		Cancelation of 2018 penalty/interest per court ordered settlement of valuation appeal.
12/31/2021	27-0XST-0135		\$ 10,235.14		Cancelation of 2018 penalty/interest per court ordered settlement of valuation appeal.
12/31/2021	24-0XST-0037		\$ 44.98		Cancelation of 2018 penalty/interest per court ordered settlement of valuation appeal.
12/31/2021	27-0XST-0135		\$ 6.87		Cancelation of 2018 penalty/interest per court ordered settlement of valuation appeal.
12/22/2021	02-0007-0143			\$ 51.75	Mortgage Co paid late
12/30/2021	01-OPRV-0020			\$63.48	County error in changing ownership/ mailing address.
12/30/2021	04-0023-0079			\$ 10.00	Error with Auto Bill pay sign up.
12/30/2021	04-0023-0095			\$ 10.00	Error with Auto Bill pay sign up.

12/30/2021	01-0200-0002			\$ 45.20	Auto Bill Pay error
12/30/2021	01-0MWA-0039	\$ 12.27			Mortgage Co didn't pay
12/30/2021	01-0B20-0009	\$ 10.25			Mortgage Co didn't pay
12/31/2021	09-0000-0209			\$ 21.33	Tax bill sent to wrong tax payer.
12/31/2021	02-0RMV-0139			\$ 11.39	County error in changing ownership/mailing address.
12/31/2021	02-0008-0137		\$ 0.05		Short payment

Totals

\$ 6,012.05	\$ 456,054.24	\$ 973.07
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GRAND COUNTY CORPORATION
Redemption Tax Receipts
 Collected 09/29/2021 through 12/31/2021

01/20/2022
 4:45:04

Date	Parcel No.	Payer Name	Year	Receipt	Dist	Type	Cash	Check	Charge/ACH	Total Paid
11/09/2021	01-0B20-0010	CRUMBLEY PHILLIP	2020	0012748	001 X	CC Principal	0.00	2.16	0.00	2.16
				Totals for Sequence: 00012748			0.00	2.16	0.00	2.16
11/09/2021	01-0006-0024	CRUMBLEY PHILLIP	2020	0012750	001 X	CC Principal	0.00	3.21	0.00	3.21
				Totals for Sequence: 00012750			0.00	3.21	0.00	3.21
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2018		0012765	024 X	CC Penalty	0.00	36.54	0.00	36.54
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2018		0012765	024 X	CC Interest	0.00	9.00	0.00	9.00
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2017		0012765	024 X	CC Principal	0.00	40,160.78	0.00	40,160.78
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2017		0012765	024 X	CC Penalty	0.00	5,461.79	0.00	5,461.79
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2017		0012765	024 X	CC Interest	0.00	12,945.72	0.00	12,945.72
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2016		0012765	024 X	CC Principal	0.00	41,542.06	0.00	41,542.06
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2016		0012765	024 X	CC Penalty	0.00	5,607.97	0.00	5,607.97
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2016		0012765	024 X	CC Interest	0.00	16,218.30	0.00	16,218.30
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2015		0012765	024 X	CC Principal	0.00	43,578.00	0.00	43,578.00
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2015		0012765	024 X	CC Penalty	0.00	5,883.23	0.00	5,883.23
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2015		0012765	024 X	CC Interest	0.00	20,475.58	0.00	20,475.58
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2014		0012765	024 X	CC Principal	0.00	43,523.60	0.00	43,523.60
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2014		0012765	024 X	CC Penalty	0.00	1,088.09	0.00	1,088.09
11/30/2021	24-0XST-0301	HARLEY DOME 1 LLC CAN2014		0012765	024 X	CC Interest	0.00	21,590.82	0.00	21,590.82
				Totals for Sequence: 00012765			0.00	258,121.48	0.00	258,121.48
12/21/2021	24-0XST-0037	SETTLEMENT CANCELATI(2020		0012775	024 X	CC Principal	0.00	67,437.87	0.00	67,437.87
12/21/2021	24-0XST-0037	SETTLEMENT CANCELATI(2020		0012775	024 X	CC Penalty	0.00	8,498.31	0.00	8,498.31
12/21/2021	24-0XST-0037	SETTLEMENT CANCELATI(2020		0012775	024 X	CC Interest	0.00	23,712.64	0.00	23,712.64
				Totals for Sequence: 00012775			0.00	99,648.82	0.00	99,648.82
12/21/2021	27-0XST-0135	SETTLEMENT CANCELATI(2020		0012776	027 X	CC Principal	0.00	8,522.16	0.00	8,522.16
12/21/2021	27-0XST-0135	SETTLEMENT CANCELATI(2020		0012776	027 X	CC Penalty	0.00	1,073.93	0.00	1,073.93
12/21/2021	27-0XST-0135	SETTLEMENT CANCELATI(2020		0012776	027 X	CC Interest	0.00	2,996.58	0.00	2,996.58
				Totals for Sequence: 00012776			0.00	12,592.67	0.00	12,592.67
12/31/2021	24-0XST-0037	SETTLEMENT CANCEL 1-12020		0012781	024 X	CC Interest	0.00	1,006.72	0.00	1,006.72
				Totals for Sequence: 00012781			0.00	1,006.72	0.00	1,006.72
12/31/2021	27-0XST-0135	SETTLEMENT CANCEL 1-12020		0012782	027 X	CC Interest	0.00	127.22	0.00	127.22
				Totals for Sequence: 00012782			0.00	127.22	0.00	127.22
12/31/2021	24-0XST-0037	SETTLEMENT CANCEL 1-12018		0012784	024 X	CC Penalty	0.00	4,422.88	0.00	4,422.88
12/31/2021	24-0XST-0037	SETTLEMENT CANCEL 1-12018		0012784	024 X	CC Interest	0.00	69,842.04	0.00	69,842.04
				Totals for Sequence: 00012784			0.00	74,264.92	0.00	74,264.92
12/31/2021	27-0XST-0135	SETTLEMENT CANCEL 1-12018		0012785	027 X	CC Penalty	0.00	558.92	0.00	558.92
12/31/2021	27-0XST-0135	SETTLEMENT CANCEL 1-12018		0012785	027 X	CC Interest	0.00	9,676.22	0.00	9,676.22
				Totals for Sequence: 00012785			0.00	10,235.14	0.00	10,235.14
12/31/2021	24-0XST-0037	SETTLEMENT CANCEL 1-12018		0012786	024 X	CC Interest	0.00	44.98	0.00	44.98
				Totals for Sequence: 00012786			0.00	44.98	0.00	44.98
12/31/2021	27-0XST-0135	SETTLEMENT CANCEL 1-12018		0012787	027 X	CC Interest	0.00	6.87	0.00	6.87
				Totals for Sequence: 00012787			0.00	6.87	0.00	6.87
12/31/2021	02-0008-0137	PARRIOTT JOSHUA RYAN 2019		0012789	002 X	CC Principal	0.00	0.05	0.00	0.05
				Totals for Sequence: 00012789			0.00	0.05	0.00	0.05
				Deposit Totals:			0.00	456,054.24	0.00	456,054.24
				Double Payments						
12/31/2021	27-0XST-0135	UNION PACIFIC RAILROAD2021		0012788			0.00	0.01	0.00	0.01
				Total Double Payments:			0.00	0.01	0.00	0.01
				Grand Totals:			0.00	456,054.25	0.00	456,054.25

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: E

TITLE:	Canyonlands Regional Airport DBE (Disadvantaged Business Enterprise) Program
FISCAL IMPACT:	None
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

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RECOMMENDATION:

I move to approve the County Commission Chair signing the Department of Transportation DBE Program - 49 CFR Part 26 Policy Statement as part of the Canyonlands Regional Airport Disadvantaged Business Enterprise Program.

BACKGROUND:

Grand County and the Canyonlands Regional Airport (CNY) receive federal assistance from the Department of Transportation (DOT) through the Federal Aviation Administration (FAA) for various infrastructure and other projects. The DOT requires sponsors to establish a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. DOT 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts. A DBE Program is created and updated every three years to define the program and establish participation goals throughout the time period.

Airport Administration works with Armstrong consulting through planning and engineering service contracts associated with the various infrastructure projects exceeding \$250,000 to ensure a good faith effort is conducted regarding DBE participation.

ATTACHMENT(S):

1. DBE Program

CANYONLANDS REGIONAL AIRPORT

Grand County, Utah

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE Program)

Prepared for
Grand County, Utah
and the Federal Aviation Administration



ARMSTRONG

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Grand Junction, CO 81506

O: 970.242.0101

www.armstrongconsultants.com

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DEPARTMENT OF TRANSPORTATION
DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

Grand County, Utah, hereafter referred to as the Sponsor, owner of Canyonlands Regional Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, The Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as “Part 26”).

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also the Sponsor’s policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Andy Solsvig, Airport Director has been delegated as the DBE Liaison Officer. In that capacity, Andy Solsvig is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the County Commission, and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Sponsor’s DOT-assisted contracts. The distribution was accomplished by advertising the policy statement on the Grand County Website and displaying it in the Grand County main office.

Gabriel Woytek, County Commission Chair
Grand County, Utah

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Sponsor is the recipient of federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The Sponsor will use terms in this program that have the meaning defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

The Sponsor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Sponsor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT

The Sponsor will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to FAA as follows:

The Sponsor will transmit to the FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Appendix B to Part 26. The Sponsor will similarly report the required information about participating DBE firms. All reporting will be done through the FAA official reporting system, or another format acceptable to the FAA as instructed thereby.

Bidders List

The Sponsor will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on the Sponsor's DOT-assisted contracts, for use in helping to set overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

This information will be collected in the following way:

The Sponsor will place a clause in all bid solicitations requiring prime bidders to report the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms to be submitted as part of the bid package. A copy of the bidders list template can be reviewed in Attachment 3.

Records Retention and Reporting

Omitted. The Sponsor is not a certifying agency nor a certifying member of the UCP.

Assurance

Each financial assistance agreement the Sponsor signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Sponsor DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance

The Sponsor will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Sponsor is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. The Sponsor is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the Sponsor is in compliance with it and Part 26. The Sponsor will continue to carry out this program until all funds from DOT financial assistance have been expended. The Sponsor does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted for DOT approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the Sponsor:

Andy Solsvig, Airport Director
Canyonlands Regional Airport
125 E. Center St.
Moab, UT 84532
Phone: (435) 259-4849
Email: asolsvig@grandcountyutah.net

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Sponsor complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the County Commission concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of consultant engineers to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
5. Analyzes the Sponsor's progress toward attainment and identifies ways to improve progress.

6. Participates in pre-bid meetings.
7. Advises the governing body on DBE matters and achievement.
8. Chairs the DBE Advisory Committee.
9. Determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Plans and participates in DBE training seminars.
12. Acts as liaison to the Uniform Certification Process. [*certifying agencies only*]
13. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the Sponsor to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. To date the Sponsor has been unable to identify and use any such institutions. The State DBE Directory was used to try and locate DBE Financial Institutions, but none were found. The Sponsor makes an effort annually to investigate the availability of such institutions.

Section 26.29 Prompt Payment Mechanisms

The Sponsor requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state and local law.

In accordance with 49 CFR §26.29, the Sponsor established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Sponsor.

The Sponsor ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the Sponsor has selected the following method to comply with this requirement:

- You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

To implement this measure, the Sponsor includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime construction contract:

1. From the total of the amount determined to be payable on a partial payment, up to 10% percent of such total amount will be deducted and retained by the Owner for protection of

the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

- a. Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.
 - b. In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.
2. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
 3. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Section 26.31 Directory

The Sponsor is a non-certifying member of the Utah Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBE's, which contains all the elements required by §26.31.

Section 26.33 Over-concentration

The Sponsor has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The Sponsor has not established a business development program.

Section 26.37 Monitoring Responsibilities

The Sponsor implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in the Sponsor's DBE program.

The Sponsor actively monitors participation by maintaining a running tally of actual DBE attainments (*e.g.*, payments actually made to DBE firms), including a means of comparing these attainments to commitments.

Monitoring Payments to DBEs and Non-DBEs

The Sponsor undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- Performing interim audits of contract payments to DBE's. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

The Sponsor requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Sponsor's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The Sponsor proactively reviews contract payments to subcontractors including DBEs on a quarterly basis. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Sponsor by the prime contractor.

Prompt Payment Dispute Resolution

The Sponsor will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29:

1. The Sponsor will host initial meeting for prime and sub to present evidence to a Sponsor representative who has authority to settle the relevant dispute with individuals authorized to bind each interested party.
2. The Sponsor will review evidence from both sides and issue a determination.

The Sponsor has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

1. Alternative Dispute Resolution (ADR) Clause

Depending on the type of contract, one of the following contract clauses will be used requiring the prime contractor to engage in ADR for any prompt payment and return of retainage to the subcontractor:

- a. Any controversy or claim arising out of or relating to prompt payment under a construction contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules,

and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- b. Any controversy or claim arising out of or relating to prompt payment under a contract that is not a construction contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

2. Prompt Payment Contract Clause

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:

- a. Contractor will not be reimbursed for work performed by subcontractors unless and until the contractor ensures that the subcontractors are promptly paid for the work performed. Contractor shall include a prompt payment clause that complies with local, state, and federal prompt payment requirements in all subcontractors entered into under this contract. Should contractor fail to meet subcontractor prompt payment requirements for two (2) consecutive subcontractor payments without good cause, the Sponsor may impose appropriate penalties for failure to comply with prompt payment requirements.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following steps:

1. Prime: Subcontractor shall first contact prime contractor in writing regarding late payments. If affected subcontractor is not comfortable contacting prime directly regarding payment or unable to resolve payment discrepancies with prime after several attempts to resolve prompt payment issue, subcontractor should contact DBELO to initiate complaint.
2. Sponsor: If subcontractor is unable to timely resolve prompt payment issue after contacting prime contractor, subcontractor shall submit prompt payment complaint in writing to DBELO and include the prime contract number, copy of subcontractor or purchase order, and a summary of payment issues. Subcontractor should provide any copies of checks, and correspondence, including emails, that may assist in understanding the facts of any payment issues.
3. FAA: If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Sponsor to resolve prompt payment disputes, affected subcontractor may contact FAA.

Enforcement Actions for Noncompliance of Participants

The Sponsor will provide appropriate means to enforce the requirements of §26.29. These means include:

- Prior to the Sponsor's issuance of progress payments, commencing with the second invoice, the Prime Contractor shall provide the Sponsor with evidence that the Prime Contractor has paid all Subcontractors all amounts due for work that the subcontractor has performed.

- The Sponsor may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts committed.
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for the contract.
- Pay subcontractors directly and deduct this amount from the retainage owned to the prime.
- In accordance with the contract, the Sponsor may withhold payments up to a specific amount against the prime contractor for non-compliance, or impose other penalties as determined by the Sponsor, up to and including termination.

The Sponsor will actively implement the enforcement actions detailed above.

The Sponsor will bring to the attention of the FAA any false, fraudulent, or dishonest conduct in connection with the Program, so that the FAA can take steps provided in 49 CFR (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, take action under suspension and debarment or Program Fraud and Civil Penalties rule). Additionally, the Sponsor will consider similar action under its own legal authorities, including responsibility determination in future contracts.

Monitoring Contracts and Work Sites

The Sponsor reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the Consultant. Contracting records are reviewed by the Consultant. The Sponsor will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering Small Business Participation

The Sponsor has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. **Implementation of the small business element is required in order for the Sponsor to be considered by DOT as implementing this DBE program in good faith.**

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Sponsor does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The Sponsor will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the Sponsor will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of the FAA.

FAA:

https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the Sponsor does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the Sponsor will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

- Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The Sponsor will use [*a Bidders List, a Disparity Study, the goal of another DOT recipient, DBE Directory information and Census Bureau Data, or other alternative method that complies with §26.45*] as a method to determine the base figure. The Sponsor understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.
- Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The Sponsor will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Sponsor's market.

In establishing the overall goal, the Sponsor will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the Sponsor to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the Sponsor is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the Sponsor engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the Sponsor will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the Sponsor's official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the principal office of the Sponsor. This notice will provide that the Sponsor and FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. The public comment period will not extend the August 1st deadline.

The Overall Three-Year DBE Goal submission to FAA will include a summary of information and comments received, if any, during this public participation process and the Sponsor's responses.

The Sponsor will begin using the overall goal on October 1 of the relevant period, unless other instructions from FAA have been received.

Project Goals

If permitted or required by the FAA Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for

the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

Prior Operating Administration Concurrence

The Sponsor understands that prior FAA's concurrence with the overall goal is not required. However, if the FAA's review suggests that the overall goal has not been correctly calculated or that the method employed by the Sponsor for calculating goals is inadequate, FAA may, after consulting with the Sponsor, adjust the overall goal or require that the goal be adjusted by the Sponsor. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to Meet Overall Goals

The Sponsor cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the Sponsor fails to administer its DBE program in good faith.

The Sponsor understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The Sponsor understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

1. Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
3. Sponsor will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The Sponsor will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

The Sponsor will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract;
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - c. The dollar amount of the participation of each DBE firm participating;

- d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
3. The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
 4. Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;
 - a. Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (2) of this section before the final selection for the contract is made by the Sponsor.

Administrative reconsideration

Within five (5) days of being informed by Sponsor that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Quinn Hall
Grand County Clerk / Auditor
125 East Center St.
Moab, UT 84532
Phone: (435) 259-1322
Email: qhall@grandcountyutah.net

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts Procedural Requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the Sponsor. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The Sponsor determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Sponsor written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that the Sponsor has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the Sponsor, a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise the Sponsor and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five (5) days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's [bid/solicitation] response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the Sponsor as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Sponsor will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the Sponsor requests documentation from the contractor under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days if necessary, at the request of the contractor. The Sponsor shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the Sponsor may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Sponsor will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The Sponsor makes all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Utah Department of Transportation
Civil Rights Department
Salt Lake City, UT 84114
(801) 965-4000

The Uniform Certification Application form and documentation requirements are found in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The Sponsor is a non-certifying member of a Unified Certification Program (UCP) administered by the Utah Department of Transportation. The UCP will meet all of the requirements of this section. The UCP document may be found in Attachment 9.

Section 26.83 – 26.89

Omitted. The Sponsor is not a certifying agency.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Sponsor

The Sponsor understands that if it fails to comply with any requirement of this part, the Sponsor may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

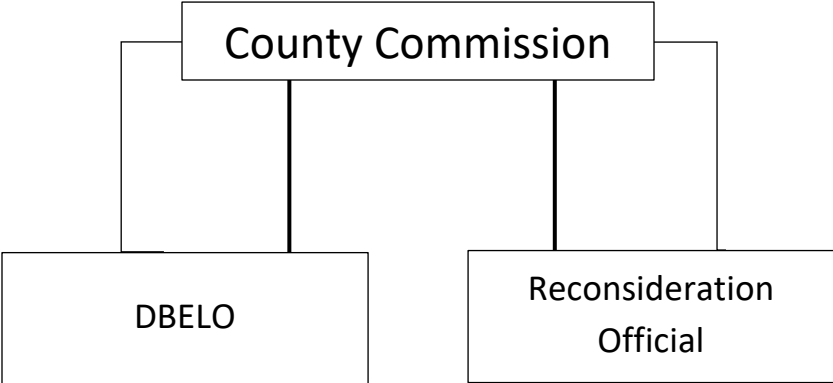
All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Sponsor, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The Sponsor understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENT 1 REGULATION: 49 CFR PART 26 WEBSITE LINK

Regulation: 49 CFR Part 26 can be found at the following website:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl



ATTACHMENT 3 BIDDER'S LIST COLLECTION FORM

Project Title: _____

Date: _____

Prime Contractor: _____

Phone: _____

Address: _____

Name of Firm	Address/ Phone #	Type of Work to be Performed on Contract	Certified DBE		Age of Firm	Annual Gross Receipts
			YES	NO		
					<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
					<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
					<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
					<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
					<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ATTACHMENT 4 DBE DIRECTORY LINK

The Utah DBE directory can be found at the following website:

<https://www.udot.utah.gov/connect/business/civil-rights/>

ATTACHMENT 5 OVERALL GOAL CALCULATIONS

Submitted as a separate document, according to the schedule identified in Section 26.45.

ATTACHMENT 6 DEMONSTRATION OF GOOD FAITH EFFORTS FORMS

The following, Form 1: Disadvantaged Business Enterprise (DBE) Utilization, and Form 2: Letter of Intent, are for purposes of assessing bidders'/offerors' good faith efforts and are provided as part of the solicitation documents.

FORM 1:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- Bidder/offeror has met the DBE contract goal.
The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

- Bidder/offeror has not met the DBE contract goal.
The bidder/offeror is committed to a minimum of ____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm

Bidder/Offeror Representative:

Name & Title

Signature

Date

FORM 2:

LETTER OF INTENT FORM

The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of Bidder/Offeror's Firm

Name & Title of Firm's AR

Phone

Email

Name of DBE Firm

Name & Title of DBE Firm's AR

Phone

Email

Address

City

State/ Zip

Work to be performed by DBE firm:

<i>Description of Work</i>	<i>NAICS</i>	<i>Dollar Amount / %¹</i>	<i>Dealer/Manufacturer²</i>

¹ Percentage is to be used only in negotiated procurements, including design-build contracts

² For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is \$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative

Date

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

Signature of DBE's Authorized Representative

Date

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.

Submit this form for each DBE subcontractor.

ATTACHMENT 7 DBE MONITORING AND ENFORCEMENT MECHANISMS

The Sponsor has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract.
2. Breach of contract action, pursuant to State Code.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8 DBE CERTIFICATION APPLICATION LINK

The DBE Application Request for the state of Utah can be found at the following link:

[https://www.rideuta.com/-/media/Files/Doing-Business/DBE/UUCP Interstate Certification.ashx?la=en](https://www.rideuta.com/-/media/Files/Doing-Business/DBE/UUCP%20Interstate%20Certification.ashx?la=en)

ATTACHMENT 9 STATE'S UCP AGREEMENT

All Non-certifying members of the State's Unified Certification Program (UCP) are identified on the following website:

Utah

<https://www.rideuta.com/Doing-Business/Disadvantaged-Enterprises>

Small Business Element

1. Objective/Strategies

The Airport as part of this program element has included, but is not limited to, the following strategies:

- a. Prime contracts under \$25,000 will be set-aside for small businesses. Only those firms meeting the definition of a small business, as described below, will be eligible for award of these contracts.
- b. In multi-year design-build contracts or other large contracts (e.g., for “megaprojects”) requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- c. On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- d. Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
- e. To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

The Airport will use a combination of the strategies listed above and will continue ensuring that a reasonable number of prime contracts and subcontracts are of a size that small businesses, including DBEs, can reasonably perform. Quantities, specifications, and delivery schedules are arranged to facilitate small business participation. Large contracts are divided into multiple bid schedules and bid items to make it easier to define portions of the work to subcontract. The Airport will put into place monitoring of consultant-design projects for possible small business participation and encouraging use of small businesses in projects. The Airport will seek out ways to include all available contractors in its contracts. This may include bundling or unbundling jobs or limiting the size of its contracts so that smaller businesses may be awarded contracts. In some cases, jobs usually performed by subcontractors can be performed as an unbundled contract as a prime contract, especially if the outcome of the overall project will not be affected by the unbundled contracting opportunity. The Airport will also encourage prime contractors to provide subcontracting opportunities to small business firms on projects which do not have DBE contract goals. Encouraging participation of small business firms has potential to increase the number of certified DBE firms and DBE participation.

2. Definition

The Airport will review the guidelines below, and §26.39, and develop your own definitions, making note of the following:

- a. DBE firms are eligible for the program. There is no DBE micro-small business program element in place.

- b. 49 CFR Part 26.5 states, "Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b)."
- c. Size standards will be classified as stated in 49 CFR Part 26.65, "As a recipient, you must apply current SBA business size standard(s) found in 13 CFR Part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts, including the primary industry classification of the applicant." Small firms and DBE firms, which are eligible for the program, shall be similarly sized to reduce competitive conflict.
- d. Each individual owner of a participating firm may not have a personal net worth that exceeds \$1.32 million as in accordance with 49 CFR Part 26.67.

3. Verification

- a. The Airport will diligently attempt to minimize fraud and abuse in the Small Business element of its DBE program by verifying program eligibility of firms.
- b. The Airport will accept DBE certification for participation in the Small Business Element.

4. Monitoring/Record Keeping

- a. The Airport is required to track and report any participation by certified DBE's achieved through our Small Business Program for three years, using the same reporting mechanisms implemented in our DBE program through 49 CFR Part 26.37. We will report DBE participation achieved through the Small Business Program annually utilizing the FAA's Uniform Report.
- b. The Small Business Element will be reasonably monitored by the Airport.

5. Assurance

The Airport has included the following assurances in their small business program:

- a. The program is authorized under state law;
- b. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
- c. No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
- d. Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
- e. The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

End of Document

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: F

TITLE:	Airport Lease Agreement with Redtail Jet Center for office space
FISCAL IMPACT:	Revenue
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

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RECOMMENDATION:

I move to approve an airport property terminal lease agreement for office space between Redtail Jet Center and Grand County.

BACKGROUND:

Redtail Jet Center has requested to lease space inside the airport terminal building for the purpose of office and operations space. The office is the main location where Redtail conducts business for their operations as well as having a greeting counter to serve their customers.

The lease agreement is established for three years with additional two-year terms upon mutual agreement of the parties. The rental rate is based on approximately 338 square feet multiplied by the terminal rental rate in accordance with the County Fee Schedule, bringing additional revenue to the airport operating budget.

The agreement was prepared and reviewed by the Airport Director, County Attorney and Redtail Jet Center leadership.

ATTACHMENT(S):

1. Airport Property Lease
2. Certificate of Insurance



AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

BY AND BETWEEN

**GRAND COUNTY UTAH
CANYONLANDS FIELD AIRPORT**

AND

REDTAIL JET CENTER

FOR

TERMINAL BUILDING OFFICE SPACE

Airport Property Lease and License Agreement

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Exhibit A: Premises

Exhibit B: Certificate of Insurance

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement (“Agreement”), is made and entered into this 2nd day of February 2022 by and between GRAND COUNTY, a municipality of the State of Utah (“County”), whose address is 125 East Center St., Moab, UT, 84532, and REDTAIL JET CENTER, LLC (“Tenant”). Tenant as used herein shall include its members, managers, officers, directors, employees, and subcontractors.

RECITALS:

- A. The County is the owner and operator of the Canyonlands Regional Airport (“Airport”), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation;
- B. The Tenant desires to rent office space within the terminal building in support of business operations and customer service; and
- C. The Parties now desire to enter into this Agreement to lease space from County premises (“Premises”), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, and other valuable consideration, the sufficiency of which is acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES

- a. Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
 - i. The TERMINAL OFFICE SPACE having approximately Three-Hundred Thirty-Eight (338) total square feet of space, hereinafter “Space,” located at the Airport Terminal Building located on a tract of land or leased Space being more particularly described on Exhibit A, which is attached hereto.
- b. As-Is Condition; No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE, IN THEIR PRESENT “AS-IS” PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE COUNTY’S CONTROL.

2. INITIAL TERM

- a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of Three (3) years commencing on FEBRUARY 2, 2022 (hereinafter the “Effective Date”) and ending on FEBRUARY 1, 2025 at which time it may be renewed for additional two-year terms upon the mutual agreement of the Parties and execution of an extension or new lease agreement.

3. AGREEMENT RENEWAL

- a. Tenant will provide a written request to the County not less than sixty (60) days prior to the expiration of the Agreement or annual renewal for each additional year.
- b. Upon Tenant’s request for renewal, the County shall review the condition of the Premises and market rental rates and determine any conditions of renewal such as required Tenant improvement to the Premises or increased Rent based on market rental rates, which conditions shall be provided to Tenant for review sixty (60) days prior to expiration of the Agreement and integrated into the annual fee payment schedule.
- c. Each annual renewal is subject to County approval, which may not be unreasonably withheld; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or does not agree to the conditions imposed under Section 3(d).

4. RENT

- a. Rent. Tenant agrees to pay County during the first year, or prorated for a portion of the current year, of the Initial Term Monthly rent of One-Thousand Ninety-Eight Dollars Twenty-Five Cents (\$1,098.25) (“Rent”) based on the published Lease Rate as of the date of this Agreement term is Three Dollars Twenty-Five Cents cents/dollars (\$3.25) per square foot per month pursuant to the County’s Fee Ordinance.
 - i. Rent shall be paid in advance monthly.
 - ii. Rent shall be prorated in the month this Agreement commences for any partial tenancy, as applicable.
- b. Place of Payment. All payments due by Tenant to County under this Agreement shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532.**
- c. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of monthly rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee (“Late Fee”). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum (“Default Interest”).
- d. Rental Adjustments:

- i. The Rent payable under this Agreement is subject to annual adjustment on January 1 in accordance with the approved Grant County Fee Schedule.
- ii. In addition to the rental adjustment described in Section 4(d)(i), the Airport Director shall review and adjust Rent approximately every five (5) years in accordance with approved Airport Rates, Fees and Charges and local market rates, whichever is higher. In the event the adjusted Rent is unacceptable to Tenant, Tenant may terminate this lease by written notice to Landlord within thirty (30) days of notice of the adjusted Rent.

5. HOLDING OVER

- a. Month-to-Month. Should Tenant remain in possession of the Premises after ten years in total, such holding over shall be subject to the terms and obligations of the Agreement, the Term of the Agreement shall convert to a month-to-month tenancy and all applicable federal, state and local laws applicable to month-to-month tenancy shall apply.
- b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.
- c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.
- d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.
- e. Additional Remedies. This provision shall not limit the Landlord's remedies provided by Utah statute.

6. RENEWAL EVALUATION

- a. Upon expiration or termination of this Agreement, the County shall take the following action which shall be exercised by the County in its sole discretion.
 - i. Enter into a new Agreement with Tenant, in which event this Agreement is not binding on the County and the County may negotiate a new Lease Agreement.
 - ii. Renew and extend the existing lease agreement with the rate adjustment based on the approved County Fee Schedule.

7. USES AND PRIVILEGES OF TENANT

- a. Premises Use. Tenant shall use the Premises solely for Terminal Office and business operations or other similar structure intended and used for:
 - i. Storing of business and office related items;
 - ii. Retail items;
 - iii. Items of size and use related to the business and operations.
- b. Premises Prohibited Uses. Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:

- i. Use as a residence;
 - ii. Storage of items or activities prohibited by local, state or federal laws;
 - viii. Inappropriate and illegal storage of fuel and other dangerous Hazmat materials;
 - iii. Storage of inventory or equipment supporting functions unrelated to the business.
- c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from the County.
 - i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
 - ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.
- d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.
- e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.
- f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.
- g. County Right to Enter. County shall have the right to enter the Premises and any building upon airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement and in accordance with:
 - i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;
 - ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;

- iii. Prior arrangement for necessary inspections related to compliance;
 - 1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.
- h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises.

8. MINIMUM STANDARDS AND RULES AND REGULATIONS

- a. Compliance. Tenant shall throughout the duration of this Agreement, comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County. Tenant's failure to comply shall constitute a default of this Agreement.
- b. Violation. The County shall strictly enforce the Minimum Standards and Rules and Regulations, especially those requirements related to federal law and federal grants. The County expressly reserves its full remedies in such enforcement, including civil fines, criminal penalties, and termination of this Agreement.
- c. Conflict. In the event of conflict between this Lease and the CNY Minimum Standards or Rules and Regulations, the terms of the CNY Minimum Standards or Rules and Regulations. In the event of conflict between this Lease and the Tenant's Operating Agreement with the County, the Operating Agreement shall control.

9. INSPECTION

- a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.
- b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.
- c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear accepted.
- d. County Inspection. The County shall have the right to inspect the Leased Premises during regular Business Hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations. In good faith, the County shall attempt to provide Tenant with 48-hours' advance notice, except in the event of an emergency in which no notice need be given.

10. IMPROVEMENTS

- a. "Improvements" as used in this Agreement shall include any interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, and any other enhancement made and affixed to the Premises by the Tenant.
- b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.
- c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
- d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon.
- e. Failure of Tenant to complete the construction Improvements within a reasonable period not to exceed nine (9) months after having commenced construction, Tenant shall, at its sole cost and expense, if requested in writing by the County, cause such incomplete improvements to be removed from the Premises.
- f. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "Deposit").
 - i. The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the Improvements and remove the same.
 - ii. County will be entitled to apply the Deposit to such costs of removal.
 - iii. The Tenant deposit shall not be released until construction of the improvements are complete.
- g. During the Term of this Agreement, Tenant shall own all Improvements permitted by County and constructed on the Premises.

11. TAXES AND LICENSES

- a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").
- b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.

- c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

12. REPAIR AND MAINTENANCE

- a. Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
- b. Tenant agrees to maintain the Leased Premises and its Improvements in a way that will reflect positively on the overall appearance of the Airport.
- c. County shall not be required to repair or maintain the Leased Premises in any way. Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.
- d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
- e. Unsightly materials not being used or creating a hazard shall be discarded or removed.
- f. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and at the expense of Tenant.
 - i. All sums so expended by the County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

13. ALTERATIONS AND ADDITIONS

- a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.
- b. All such alterations, additions, installations, placement, erections or changes shall be subject to Improvement requirements in this Agreement.
- c. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.
 - i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
 - ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.
- d. All alterations and additions allowed under this Section shall be subject to the requirements of Section 10 (Improvements).

14. SIGNS

- a. Tenant shall not, without the prior written approval of the County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon.
 - i. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.
- b. Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.
- c. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

15. UTILITIES

- a. Tenant agrees to pay a percentage of shared charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.
- b. County assumes no responsibility for such utilities.

16. INDEMNIFICATION

- a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises or arising from their operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).
- b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, servants or employees.
- c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

17. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or

- possessions of other which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace in-whole or in any part of Tenant's property.
 - c. Tenant agrees to carry and keep in force applicable insurance coverage of each policy or policies, as follows:
 - i. **Commercial General Liability / Aviation Liability:** Insurance including property damage, bodily injury and personal injury.
 1. \$2,000,000 per occurrence;
 2. \$4,000,000 aggregate;
 - ii. **Workers Compensation Insurance:** Statutory, in compliance with State of Utah law; and
 - i. **Property Insurance:** against all risks of loss to the Leased Premises and any Tenant Improvements at full replacement cost with no coinsurance limits maintained.
 - d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.
 - e. Each insurance policy must include Grand County as additional insured.
 - f. Tenant shall provide County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Agreement, annually in January of each year, and within 5 days of request by the County.
 - i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
 - ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.
 - iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium of the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.
 - g. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties

agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.

- h. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. i. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

18. DAMAGE OR DESTRUCTION

- a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and the Leased Premises are rendered tenantable, then Landlord shall repair the damage at its cost and expense with due diligence.
- b. If the damage or destruction is so extensive that the Leased Premises are rendered untenable, in whole or in part: 1) Tenant may elect to continue tenancy of the tenantable portion of the Leased Premises and pay abated Rent equal to the square footage of the tenantable portion occupied, or Tenant may elect to terminate this Agreement by written notice to Landlord effective upon the date of Tenant's vacation of the Leased Premises; and 2) Landlord may elect to terminate this Agreement by written notice to Tenant effective thirty (30) days after the date of said notice unless an earlier termination date is mutually agreed upon by the Parties.
- c. In the event of damage or destruction, and after reasonable notice to Tenant, Landlord may enter the Leased Premises for any purpose necessary or incidental to its rights and duties under this Section 18, including inspection, repair, and improvement, until the Leased Premises are restored.

19. OBLIGATIONS OF COUNTY

- a. Clear Title.
 - i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
- b. Operation as a Public Airport.
 - i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
- c. Approval of Plans.
 - i. In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
- d. Maintenance of Airport.
 - i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.

- ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
- iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport.
- iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

20. RELOCATION OF PREMISES

- a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Leased Premises to another part of the Terminal at the County's sole cost upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated.
- b. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access and the Tenant may not surrender possession of the original structure until they have constructed a replacement space.

21. DEFAULT

- a. The following shall constitute a material default and breach of this Agreement by the Tenant:
 - i. Failure to Pay Rent / Amounts Due.
 - 1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the term, condition or other obligations of this Agreement to

be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be a material default and breach of this Agreement.

- ii. Abandonment of Premises.
 - 1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be a material default and breach of this Agreement.
- iii. Provides Materially False Information.
 - 1. If the County determines that Tenant, or an agent of Tenant, falsifies any report furnished to the County pursuant to the terms of this Agreement, and upon expiration of the time for administrative appeal of the final decision, the false reporting shall be a material default and breach of this Agreement.
- iv. Bankruptcy or Insolvency.
 - 1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be a material default and breach of this Agreement.
 - a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
 - b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.
- v. Unapproved or Unauthorized Transfer of Interest.
 - 1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be a material default and breach of this Agreement.
- vi. Violation of Section 31 (Compliance with Laws).
 - 1. Violation of Section 31 below shall be considered a material default and breach of this Agreement.
- vii. Failure to Comply with Minimum Standards and Rules and Regulations.
 - 1. Failure to comply with the County's Minimum Standards or Rules and Regulations, which failure shall be established as

provided therein, shall be a material default and breach of this Agreement.

- viii. Violation of Tenant's other Leases or Agreements with the County.
 - 1. Violation of any other lease or agreement with the County by Tenant, which violation shall be established as provided therein, shall be a material default and breach of this Agreement.

- ix. Other Agreement Provisions.
 - 1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be a material default and breach of this Agreement.

- b. Termination. In the event of any such material default and breach of this Agreement, the County may unilaterally, immediately terminate this Agreement upon written notice to Tenant, at which time Tenant shall immediately vacate the Premises and remove all personal property, including any aircraft, from the Premises. Tenant shall be obligated to pay all unpaid rental obligations and fees due hereunder.

- c. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement, the County may avail itself of the following remedies which are cumulative and not exclusive:

- i. Right of Surrender.

- 1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender, the County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
- 2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.

- ii. Right to Re-Enter.

- 1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.

- iii. Right to Relet Premises.

- 1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or

rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.

2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.
3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

d. Damages.

- i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.

1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month, or 21% per annum until paid.

22. COSTS AND ATTORNEYS' FEES

- a. The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

23. CANCELLATION BY TENANT

- a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:
 - i. The permanent abandonment of general aviation at the Airport;
 - ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
 - iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport;
 - iv. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.
- b. Tenant may exercise such right of termination by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

24. QUIET ENJOYMENT.

- a. County covenants with Tenant that upon performing the obligations herein provided on its part to be performed, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement.

25. PUBLIC RECORDS

- a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

26. PERSONNEL AND GUESTS

- a. It is expressly understood the operations of the Tenant, its personnel and invitees shall be conducted in an orderly and proper manner and so as not to annoy or be offensive to others at the Airport, and the County shall have the right to complain

to Tenant as to the demeanor, conduct, and appearance of Tenant's personnel and guests, whereupon Tenant will ensure removal or remedy the complaint.

- b. It is further expressly understood the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

27. NON-DISCRIMINATION

- a. Tenant agrees for owners, managers, directors, supervisors, personal representations, successors in interest and assigns, as part of the consideration hereof, not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Operator's use of the Premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

28. SPONSOR'S ASSURANCES

- a. This Agreement shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

29. RIGHT OF FLIGHT

- a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

30. NOTICE AND PLACE FOR PAYMENT OF FEES

- a. Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Agreement, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

REDTAIL JET CENTER
Attn: JOHN RAMSEY
PO BOX 1004

MOAB, UT 84532
Phone: 435-259-7421
E-mail: JOHN@FLYREDDTAIL.COM

- i. Or at any other such place as Tenant may designate to the County in writing.
- b. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Agreement, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerks/Auditor
125 East Center St
Moab, Utah 84532

- i. Or at any other such place the County may designate to Tenant in writing.
- c. Fees shall be paid to the County at the address set forth in this Agreement. d. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with:
 - i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
 - ii. a photo static copy of the deed or other instrument by which such interest passed.

31. COMPLIANCE WITH LAWS

- a. Tenant shall comply with all local state, and federal laws applicable to Tenant, its operations, or its property at all times during the term of this Agreement. Tenant specifically agrees to abide by and conform to all of the Airport Rules and Regulations, Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.
- b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
- c. In the event Tenant, or its members, managers, officers, directors, or staff, are convicted of a crime related to its operations or property, the County may unilaterally, immediately terminate this Agreement upon written notice of the same in which event Tenant shall immediately vacate the Premises.
- d. Tenant further agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Commission, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from the County, the County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by the County

together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

32. EVENT OF WAR OR NATIONAL EMERGENCY

- a. During time of war or national emergency County shall have the right to establish and Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

33. ASSIGNMENT AND SUBLETTING

- a. The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

34. PARAGRAPH HEADINGS.

- a. Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

35. APPROVAL OR CONSENT BY COUNTY.

- a. Where consent or approval is required (except where clearly stated otherwise), such consent or approval shall not be unreasonably withheld by the County.

36. AMENDMENTS.

- a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

37. SEVERABILITY.

- a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

38. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other

remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

- b. Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.
- c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
- d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
- e. All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.
- f. This Agreement has been made in and shall be construed in accordance with the laws of the State of Utah.
- g. All rights and obligations of the parties under this Agreement shall bind and the benefits shall insure to their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the hands of the Parties the day and year first above set forth.

ATTEST: _____
REDTAIL JET CENTER (JOHN RAMSEY, PRESIDENT) DATE

ATTEST: _____
GABE WOYTEK, Grand County Council Chair DATE

ATTEST: _____
QUINN HALL, County Clerk DATE

EXHIBIT A

PREMISES

Description:

TERMINAL OFFICE SPACE as depicted in the attached diagram consisting of approximately 338 sq. ft.

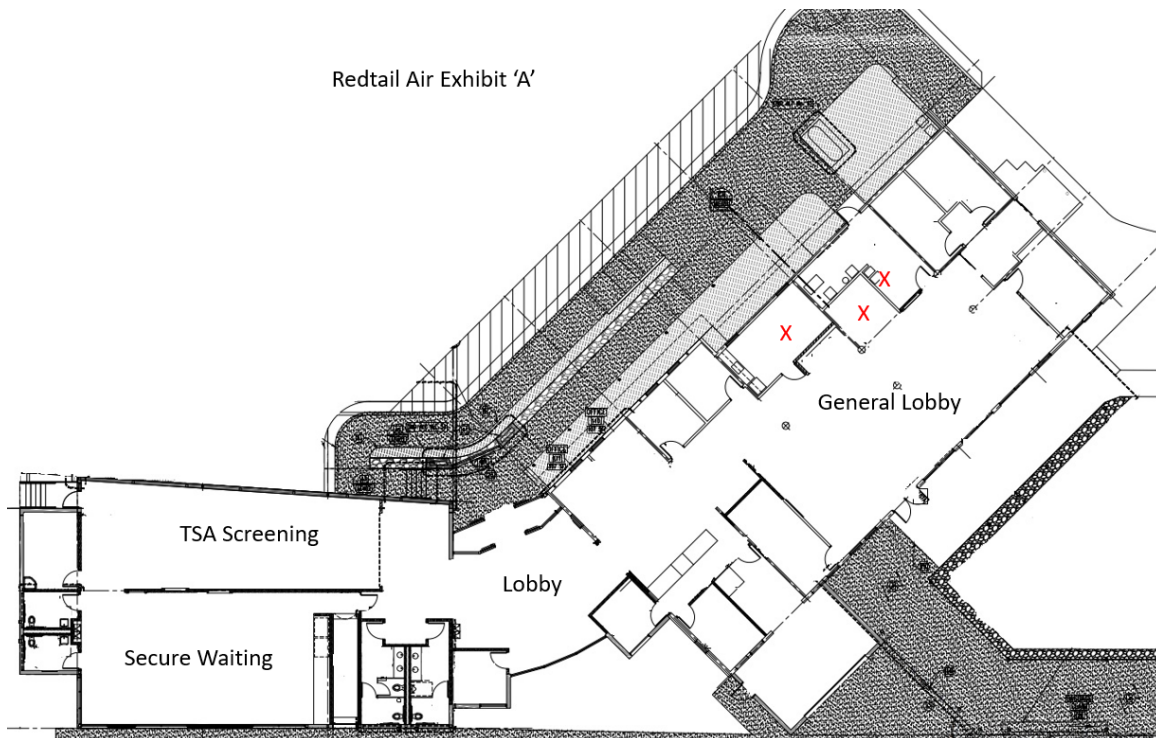


EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2021

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 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 Velocity Insurance Group, LLC 6300 Sagewood Dr., Ste H503 Park City UT 84098	CONTACT NAME: Rod Ritter PHONE (A/C, No. Ext): (877) 226-7333 FAX (A/C, No): 435-487-1214 E-MAIL ADDRESS: rritter@velocityins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Redtail Air P.O. Box 1004 121 East 100 So, Suite 108 Moab UT 84532	INSURER A: Endurance American Ins. Co.	
	INSURER B: through W. Brown and Assoc.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

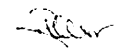
COVERAGES CERTIFICATE NUMBER: 21-22 Aircraft Liability REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N N/A <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Aircraft Liability			NAC6044464	12/5/2021	12/5/2022	*See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AIRCRAFT AS SCHEDULED IN THE POLICY FOR FULL FLIGHT:
 As respects to Quest Kodiak Aircraft Liability Limits: \$3,000,000 CSL Bodily Injury and Property Damage limited to \$300,000. per person
 As respects to Cessna 207's and Airvan Aircraft Liability Limits: \$2,000,000. CSL Bodily Injury and Property Damage limited to \$300,000. per person.
 As respects to Cessna 172 Aircraft Liability Limits: \$1,000,000 CSL Bodily Injury & Property Damage limited to \$200,000. per person

CERTIFICATE HOLDER **CANCELLATION**

Grand County 125 East Center Street Moab, UT 84532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rodney Ritter/JODEE 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2021

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 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 Velocity Insurance Group, LLC 6300 Sagewood Dr., Ste H503 Park City UTI 84098	CONTACT NAME: Rod Ritter PHONE (A/C, No, Ext): (877) 226-7333 E-MAIL ADDRESS: rritter@velocityins.com	FAX (A/C, No): 435-487-1214
	INSURER(S) AFFORDING COVERAGE	
INSURED Redtail Air P.O. Box 1004 121 East 100 So., Ste 108 Moab UT 84532	INSURER A: Endurance American Ins. Co.	
	INSURER B: through W. Brown and Assoc.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 Aviation General 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NAF6044471	12/5/2021	12/5/2022	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Aviation General						PERSONAL & ADV INJURY	\$ 5,000,000
	<input type="checkbox"/> Liability						GENERAL AGGREGATE	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 5,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Grand County 125 East Center Moab, UT 84532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rodney Ritter/JODEE
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AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: G

TITLE:	Airport Lease Agreement for retail space with Redtail Jet Center
FISCAL IMPACT:	Revenue
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

Andy Solsvig
Canyonlands Regional
Airport Director
435-259-4849
asolsvig@grandcountyu
tah.net

FOR OFFICE USE ONLY:

Attorney Review:

Christina Sloan
County Attorney
435-259-1324
csloan@grandcounty
utah.net

RECOMMENDATION:

I move to approve an airport property terminal lease agreement for retail space between Redtail Jet Center and Grand County.

BACKGROUND:

Redtail Jet Center has requested to lease space inside the airport terminal building for the purpose of selling retail merchandise from kiosks positioned on floor space near their operations counter.

The lease agreement is established for three years with additional two-year terms upon mutual agreement of the parties. The rental rate is based on an approximate square footage of 43.75 feet multiplied by the terminal rental rate in accordance with the County Fee Schedule bringing additional revenue to the airport operating budget.

The agreement was prepared and reviewed by the Airport Director, County Attorney and Redtail Jet Center leadership.

ATTACHMENT(S):

1. Airport Property Lease
2. Certificate of Insurance



**AIRPORT PROPERTY LEASE BY AND BETWEEN
GRAND COUNTY UTAH
CANYONLANDS REGIONAL AIRPORT
AND
REDTAIL JET CENTER
FOR
RETAIL TERMINAL SPACE**

**Airport Property Lease
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EXHIBIT A - PREMISES

EXHIBIT B - CERTIFICATE OF INSURANCE

AIRPORT PROPERTY LEASE

This AIRPORT LEASE AND LICENSE AGREEMENT (“Agreement”), is made and entered into this _____ of _____, 2022 by and between GRAND COUNTY, a political subdivision of the State of Utah (“County”), whose address is 125 East Center St., Moab, UT, 84532, and REDTAIL JET CENTER, LLC. (“Tenant”), collectively referred to hereinafter as the “Parties” and individually as a “Party.”

RECITALS:

- A. The County owns and operates the Canyonlands Field Airport (“Airport”), located in Grand County, State of Utah, for the promotion, accommodation and development of air commerce and air transportation; and
- B. The Tenant provides customer scenic tours and air charter service to and from the Canyonlands Regional Airport and want to provide kiosks inside the terminal building in order to provide retail items for sale; and
- C. The Parties now desire to enter into this Agreement to lease said leasable space from County premises (“Premises”), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, and other valuable consideration, the sufficiency of which is acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES

- a. Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
 - i. The combined square footage of several kiosk spaces having approximately 43.75 total square feet of space, hereinafter “Space,” located at the Airport terminal being more particularly described on Exhibit A, which is attached hereto.
- b. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport.
- c. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the

Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

- d. As-Is Condition; No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE, IN THEIR PRESENT “AS-IS” PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE COUNTY’S CONTROL.

2. INITIAL TERM

- a. The initial term of this Lease shall begin on FEBRUARY 2, 2022 (“Effective Date”) and continue for three years until FEBRUARY 1, 2025, at which time it may be renewed for additional two-year terms upon the mutual agreement of the Parties and execution of an extension or new lease agreement.

3. RENT

- a. Rent. Tenant agrees to pay County the Base Rate of One-Hundred Forty-Two Dollars and Nineteen-Cents (\$142.19) (“Rent”) as established in the County Fee Ordinance, calculated as THREE DOLLARS AND TWENTY-FIVE cents [\$3.25] per square foot PER MONTH (“Rent”), unless and until adjusted under Section 3(d).
 - i. Rent shall be paid in advance, and may be paid in monthly installments.
 - ii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
- b. Place of Payment. All payments due by Tenant to County under this Agreement shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532.**
- c. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee (“Late Fee”). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum (“Default Interest”).
- d. Rental Adjustments:
 - i. The annual rent payable under this Agreement shall be adjusted based on the approved annual County Fee Schedule terminal rent rate.

4. EXPIRATION/TERMINATION

- a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant will return the Premises to its original condition.

- b. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.

5. CANCELLATION BY TENANT

- a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:
 - i. The permanent abandonment of the Airport for general aviation;
 - ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
 - iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- b. Tenant may exercise such right of cancellation by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

6. USES AND PRIVILEGES OF TENANT

- a. Premises Use. Tenant shall use the Premises solely for the use of a kiosk type structure to assist customers. Allowable use includes:
 - i. Tenant company advertising;
 - ii. Retail and merchandise items;
 - iii. Family-friendly photos, information, and displays.
- b. Premises Prohibited Uses. Tenant understands the following uses of the Premises are considered “Prohibited Uses” and are expressly prohibited by this Agreement:
 - i. Advertise for other companies;
 - ii. Anything deemed “inappropriate” by Airport Administration or is offensive in any way.
- c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
 - i. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.

7. MINIMUM STANDARDS AND RULES AND REGULATIONS

- a. Compliance. Tenant represents throughout the duration of this Agreement to comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County.
- b. Violation. The County shall strictly enforce the Minimum Standards and Rules and Regulations, especially those requirements related to federal law and federal

grants. The County expressly reserves its full remedies in such enforcement, including civil fines, criminal penalties, and termination of this Agreement.

- c. Conflict. In the event of conflict between this Lease and the CNY Minimum Standards or Rules and Regulations, the terms of the CNY Minimum Standards or Rules and Regulations. In the event of conflict between this Lease and the Tenant's Operating Agreement with the County, the Operating Agreement shall control.

8. INSPECTION

- a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding area and provide any information to the County pertaining to concerns or issues related to the Premises.
- b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.
- c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear accepted.
- d. County Inspection. The County shall have the right to inspect the Leased Premises during regular Business Hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations.

9. IMPROVEMENTS

- a. "Improvements" or "Tenant Improvement" as used in this Agreement shall include stationary mobile kiosks or racks provided by the Tenant in an identified location agreed by the Parties and interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, and any other enhancement made and affixed to the Premises by the Tenant.
- b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.
- c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
- d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon.

10. TAXES AND LICENSES

- a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable

to Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").

- b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.
- c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

11. REPAIR AND MAINTENANCE

- a. Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
- b. Tenant agrees to maintain the Leased Premises and its Improvements in a way that will reflect positively on the overall appearance of the Airport.
- c. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.
- d. Unsightly materials not being used or creating a hazard shall be discarded or removed.
- e. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and at the expense of Tenant.
 - i. All sums so expended by the County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

12. SIGNS

- a. Tenant shall not, without the prior written approval of the County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon.
 - i. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.
- b. Prior to erection, construction or placing of any sign at the terminal, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.
- c. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

13. INDEMNIFICATION

- a. County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, hold harmless, and defend County, its officers, representatives, agents and employees from and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises or arising

from their operations (including property and officers, employees and agents of County); (b) all other losses arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents).

- b. Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, servants or employees.
- c. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

14. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of other which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace in whole or in any part of Tenant's property, including Tenant Improvements.
- c. Tenant shall carry and keep in force applicable insurance coverage of each policy or policies, as follows:
 - i. **Commercial General Liability / Business Liability:** Insurance including property damage, bodily injury and personal injury.
 - 1. \$2,000,000 per occurrence and \$4,000,000 aggregate;
 - ii. **Workers Compensation Insurance:** Statutory, in compliance with State of Utah law;
 - iii. **Property Insurance:** against all risks of loss to the Leased Premises and any Tenant Improvements at full replacement cost with no coinsurance limits maintained.
- d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.
- e. Each insurance policy must include Grand County as additional insured.
- f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Agreement, annually in January of each year, and within 5 days of request by the County.
 - i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
 - ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.

- iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.
- g. In Landlord's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event Landlord requires the Tenant to purchase additional insurance policies or increase policy amounts, Landlord shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling or unable to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to Landlord. Annual rent and other fees due hereunder shall be payable only to the date of said termination.
- h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.
- i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

15. DAMAGE OR DESTRUCTION

- a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days.
- b. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
- c. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises.
- d. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

16. OBLIGATIONS OF COUNTY

- a. Clear Title.

- i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
- b. Operation as a Public Airport.
 - i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
- c. Approval of Plans.
 - i. In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
- d. Maintenance of Airport.
 - i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
 - ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
 - iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport.
 - iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

17. DEFAULT

- a. The following shall constitute a material default and breach of this Agreement by the Tenant:
 - i. Failure to Pay Rent / Perform Covenants.

1. The failure of Tenant to pay any amounts due under this Agreement on the date the fees are due, with or without notice; or
 2. The failure of Tenant to perform any other of the term, condition or other obligations of this Agreement to be observed or performed by Tenant for more than thirty (30) days after written notice of such failure is given to Tenant.
- ii. Abandonment of Premises.
1. If Tenant should abandon the Premises for a period of thirty (30) days or longer, the abandonment shall be considered a material default and breach of this Agreement.
- iii. Provides Materially False Information.
1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.
- iv. Bankruptcy or Insolvency.
1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.
 - a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
 - b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.
- v. Unapproved or Unauthorized Transfer of Interest.
1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.
- vi. Failure to Comply with Insurance Requirements.
1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be considered a material default and breach of this Agreement.
- vii. Other Agreement Provisions.
1. Failure to comply with provisions of this Agreement within ten (10) days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.

- b. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement may avail itself of the following remedies which are cumulative and not exclusive:
- i. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within ten (10) days of the date the said rent or other fee is due, with or without notice, Tenant shall owe a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").
 - ii. Right of Surrender.
 1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
 2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant is obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.
 - iii. Right to Re-Enter.
 1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.
 - iv. Right to Relet Premises.
 1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
 2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.

c. Damages.

- i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.
 1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
 2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
 3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month.

18. COSTS AND ATTORNEYS' FEES

- a. The parties agree in the event of default, the defaulting party agrees to pay all reasonable costs, attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in the Seventh Judicial District Court located in Grand County, Utah.

19. QUIET ENJOYMENT

- a. County covenants with Tenant that upon performing the obligations herein provided on its part to be performed, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement subject to the Minimum Standards and Rules and Regulations.

20. PUBLIC RECORDS

- a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

21. NON-DISCRIMINATION

- a. Tenant agrees for owners, managers, directors, supervisors, personal representations, successors in interest and assigns, as part of the consideration hereof, not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Operator's use of the Premises, including, but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

22. SPONSOR'S ASSURANCES

- a. This Agreement shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

23. RIGHT OF FLIGHT

- a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

24. NOTICE AND PLACE FOR PAYMENT OF FEES

- a. Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Agreement, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

REDTAIL JET CENTER
Attn: JOHN RAMSEY
P.O. BOX 1004
MOAB, UT 84532
Phone: 435-259-7421
E-mail: john@flyredtail.com

- i. Or at any other such place as Tenant may designate to the County in writing.

- b. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Agreement, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:
 - Grand County Clerks/Auditor
 - 125 East Center St
 - Moab, Utah 84532

- With a Copy To:
 - Airport Director
 - 110 West Aviation Way
 - Moab, Utah 84532

- County Attorney
 - 125 East Center St
 - Moab, Utah 84532

- i. Or at any other such place as County may designate to Tenant in writing.

- c. Fees shall be paid to the County at the address set forth in this Agreement.
- d. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with:
 - i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
 - ii. a photo static copy of the deed or other instrument by which such interest passed.

25. COMPLIANCE WITH LAWS

- a. Tenant agrees to abide by and conform to all of the Airport Rules and Regulations, Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.
- b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
- c. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council , State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be canceled.
- d. Tenant shall further conduct all of its activities in an orderly and proper manner and so as not to annoy or be offensive to others at the Airport. The County shall have the right to complain to Tenant as to the demeanor, conduct, and appearance

of Tenant's personnel and invitees, whereupon Tenant will ensure removal or remedy the complaint. It is further expressly understood the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

26. EVENT OF WAR OR NATIONAL EMERGENCY

- a. During time of war or national emergency County shall have the right to establish and Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

27. ASSIGNMENT AND SUBLETTING

- a. The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

28. AMENDMENTS.

- a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

29. SEVERABILITY.

- a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

30. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
- b. Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.

EXHIBIT A

PREMISES

Description:

SPACE as depicted in the attached diagram consisting of kiosks/turn-tables/racks for a Total 43.75 Square Feet.

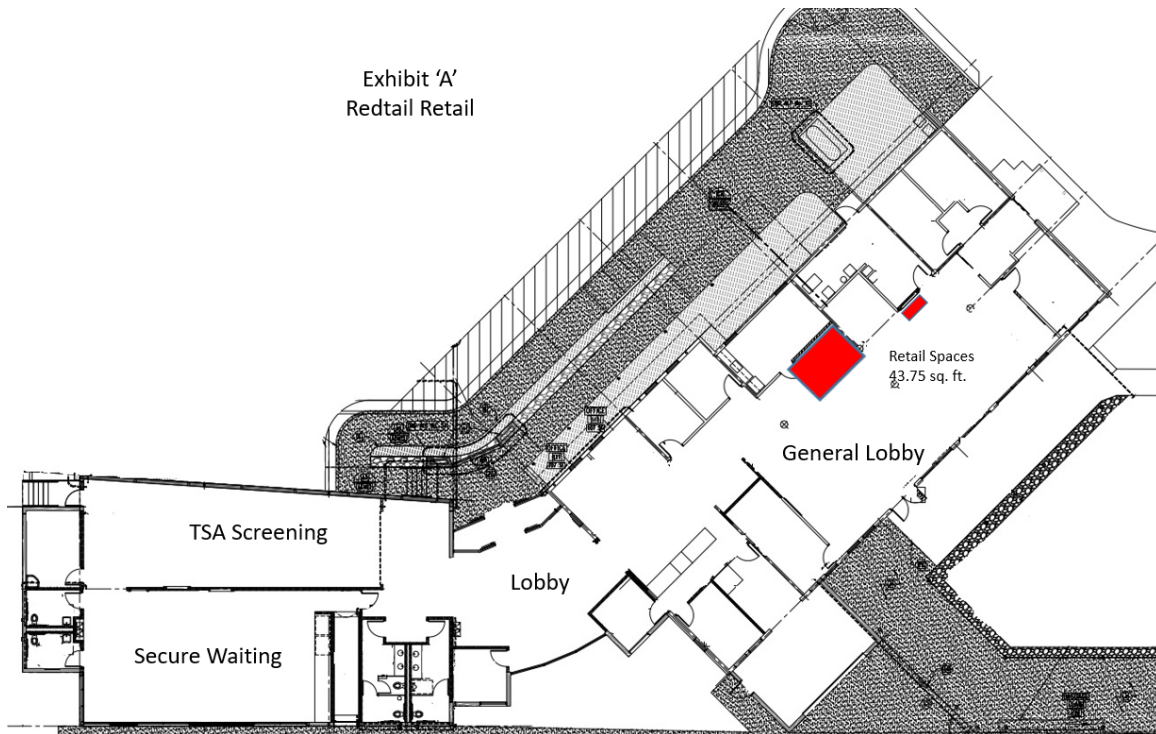


EXHIBIT B

CERTIFICATE OF INSURANCE (COI)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2021

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 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 Velocity Insurance Group, LLC 6300 Sagewood Dr., Ste H503 Park City UTI 84098	CONTACT NAME: Rod Ritter PHONE (A/C, No, Ext): (877) 226-7333 FAX (A/C, No): 435-487-1214 E-MAIL ADDRESS: rritter@velocityins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Endurance American Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: through W. Brown and Assoc.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Endurance American Ins. Co.		INSURER B: through W. Brown and Assoc.		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Redtail Air P.O. Box 1004 121 East 100 So., Ste 108 Moab UT 84532														

COVERAGES CERTIFICATE NUMBER: 21-22 Aviation General 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation General <input type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NAF6044471	12/5/2021	12/5/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Grand County 125 East Center Moab, UT 84532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rodney Ritter/JODEE
--	--

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: I

TITLE:	Adopting an Ordinance Initiating a Temporary Land Use Regulation Prohibiting the Erection, Construction, Reconstruction, or Alteration of Any Building or Structure or Any Subdivision Approval Requiring New Water Connections within the Thompson Special Service District Boundary
FISCAL IMPACT:	N/A
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

SUGGESTED MOTION:

I move to adopt the ordinance enacting a temporary land use regulation prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the Thompson Special Service District Boundary.

BACKGROUND:

The Thompson Special Service District has completed its water study regarding the sufficiency of its source capacity, which study found a 40% water deficit.

The SSD is currently seeking permission from the BLM to develop a new spring on federal land. In addition, the SSD is seeking to purchase new water rights in the area, but no such transactions have occurred to date. And DEQ Engineer Russell Seeley has confirmed that the SSD and state are working together to potentially resolve some issues with existing SSD water rights, which will decrease the deficit. However, these processes may take up to a year to finalize/resolve, and the State recommends that the County impose a moratorium on new construction or development until the SSD can demonstrate sufficient source capacity.

Similarly, the Grand County LUC requires an applicant prove statutorily compliant water availability before a building permit or subdivision application may be approved.

The intent of this Temporary Land Use Regulation is to suspend construction and land use application processing until the TSSD's source capacity is deemed sufficient to legally and responsibly approve subdivision and other land use applications.

Note that Utah Code § 17-27a-504(2) requires we limit the effect of the Ordinance to six months. We may terminate it earlier if the source capacity issues have been addressed, or we may adopt another later Ordinance if they are not.

Attachment:

1. Ordinance
2. Exhibit A (TSSD Map)
3. Sunrise Engineering Water Study

**GRAND COUNTY, UTAH
ORDINANCE NO. ____ (2022)**

**A TEMPORARY LAND USE REGULATION PROHIBITING THE ERECTION,
CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF ANY BUILDING
OR STRUCTURE OR ANY SUBDIVISION APPROVAL REQUIRING NEW WATER
CONNECTIONS WITHIN THE THOMPSON SPECIAL SERVICE DISTRICT
BOUNDARY**

WHEREAS, Utah Code § 17-27a-504 (1)(a) of the Utah Code authorizes Grand County to enact a temporary land use ordinance, *establishing a temporary land use regulation for any part or all of the area within the county if the legislative body makes a finding of compelling, countervailing public interest*;

WHEREAS, Utah Code § 17-27a-504 (1)(b) authorizes the *prohibition or regulation of the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval*, which regulation shall be temporary but is not expressly limited by time so long as compelling, countervailing public interest continues to justify it;

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

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

WHEREAS, from time to time the County adopts ordinances to modify the LUC and General Plan so they align with current and future infrastructure capacity;

WHEREAS, the General Plan in chapter 3, vision 3.2 Ecology, Water and Air, in goal 2 states: *support efforts to understand water quantity and quality dynamics of the Glen Canyon, Spanish Valley fill, Castle Valley and Thompson aquifers*;

WHEREAS, pending a water study to evaluate the source capacity and compliance with State requirements of the Thompson Special Service District (the “SSD”), the Commission adopted Ordinance 640 on August 3, 2021 imposing a six-month moratorium prohibiting construction, subdivision approval, and other development within the Thompson SSD Boundary;

WHEREAS, Sunrise Engineering, on behalf of the SSD, completed the water study in conformance with Utah drinking water rules and regulations and found a 40% water deficit;

WHEREAS, the SSD is now seeking to purchase additional water rights and has submitted a permit application to the Bureau of Land Management (“BLM”) to develop an additional

spring on federal land;

WHEREAS, the SSD is now seeking to purchase additional water rights, but no such transactions have occurred;

WHEREAS, the SSD is also working with the Utah Division of Water Rights and Utah Division of Environmental Quality (“DEQ”) to address issues with one of its existing water rights, resolution of which may also reduce its water deficit;

WHEREAS, the SSD, BLM, and DEQ anticipates such new source permitting/development and additional water rights analysis may take up to one (1) year;

WHEREAS, there remains a number of pending and potential subdivision and building permit applications for property within the SSD that requires water availability and services under local and state law; and

WHEREAS, for the reasons articulated above, the Grand County Commission finds that compelling, countervailing public interests justify prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval within the boundaries of the Thompson Springs Water District;

NOW, THEREFORE BE IT ORDAINED that the Grand County Commission hereby:

1. Finds that compelling, countervailing public interest justifies this temporary land use regulation for the reasons stated above; and
2. Prohibits temporarily the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the boundary of the Thompson Special Service District, as identified in *Exhibit A*. This temporary land use regulation shall remain in effect until the County, in coordination with the Utah Department of Environmental Quality, determines that the SSD has developed sufficient additional source capacity to justify the termination of this regulation.

This Ordinance shall be in effect for six (6) months unless earlier terminated by the Grand County Commission.

To preserve the peace and health of the County, its residents, and its visitors, this Ordinance shall take effect immediately upon publication in the *Times Independent* pursuant to Utah Statute.

APPROVED by Grand County Commission in a regular public meeting on February 1, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

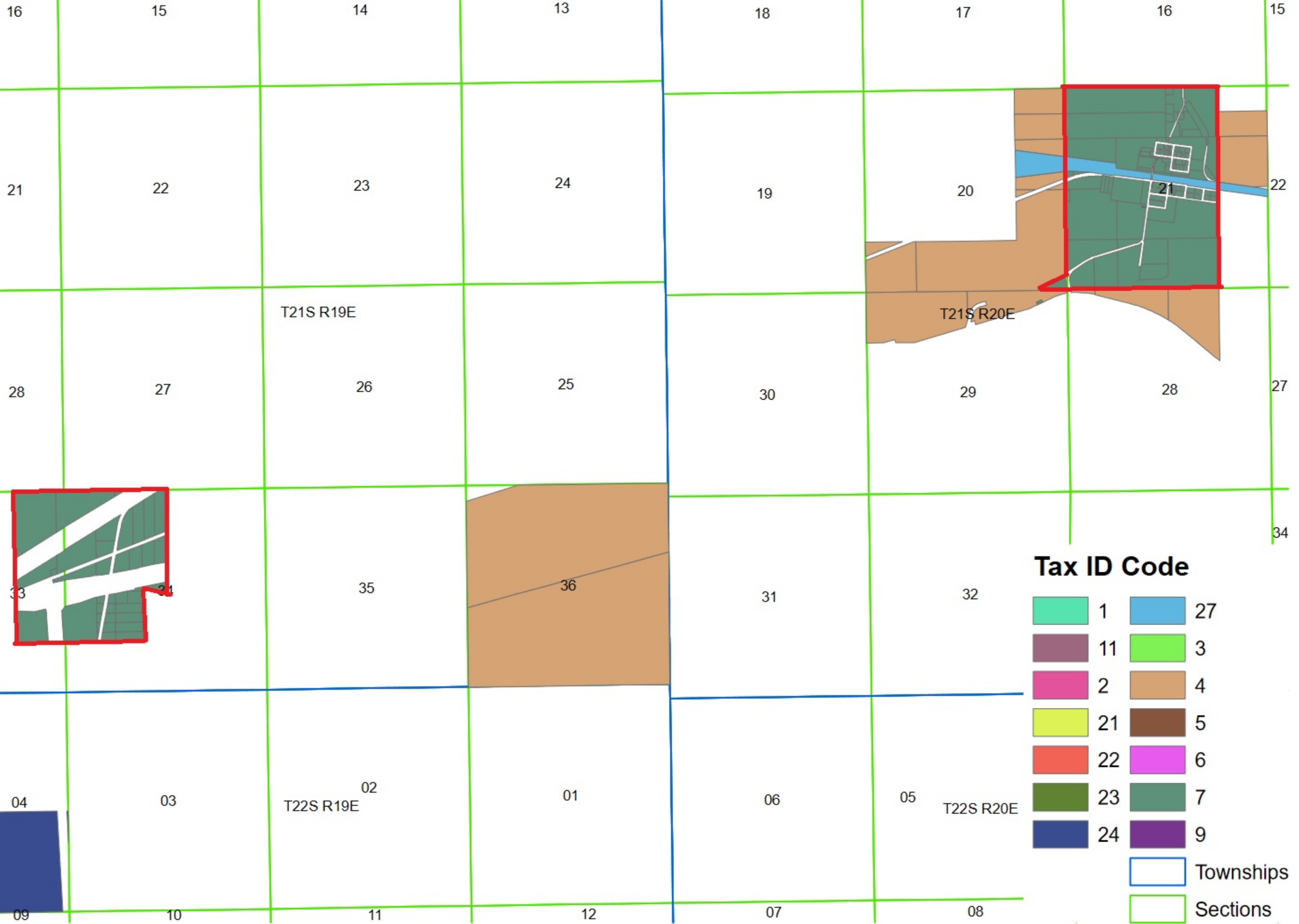
**GRAND COUNTY
COMMISSION:**

ATTEST:

Gabriel Woytek, Chair

Quinn Hall, Clerk/Auditor

EXHIBIT A



THOMPSON SPECIAL SERVICE DISTRICT CULINARY WATER SYSTEM MASTER PLAN

HC11 Box 400054
Thompson Springs, Utah 84540

October 2021

PREPARED BY:
Sunrise Engineering



THOMPSON SPECIAL SERVICE DISTRICT

CULINARY WATER SYSTEM MASTER PLAN 2021

October 2021

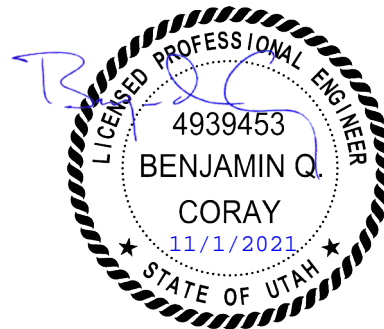
Prepared by:

SUNRISE ENGINEERING, INC.
25 EAST 500 NORTH
FILLMORE, UTAH 84631
435.743.6151

Project Team Leads:

Benjamin Q. Coray, PE
Project Engineer

Jaison Hardman, EIT



Benjamin Q. Coray, P.E.
Project Engineer

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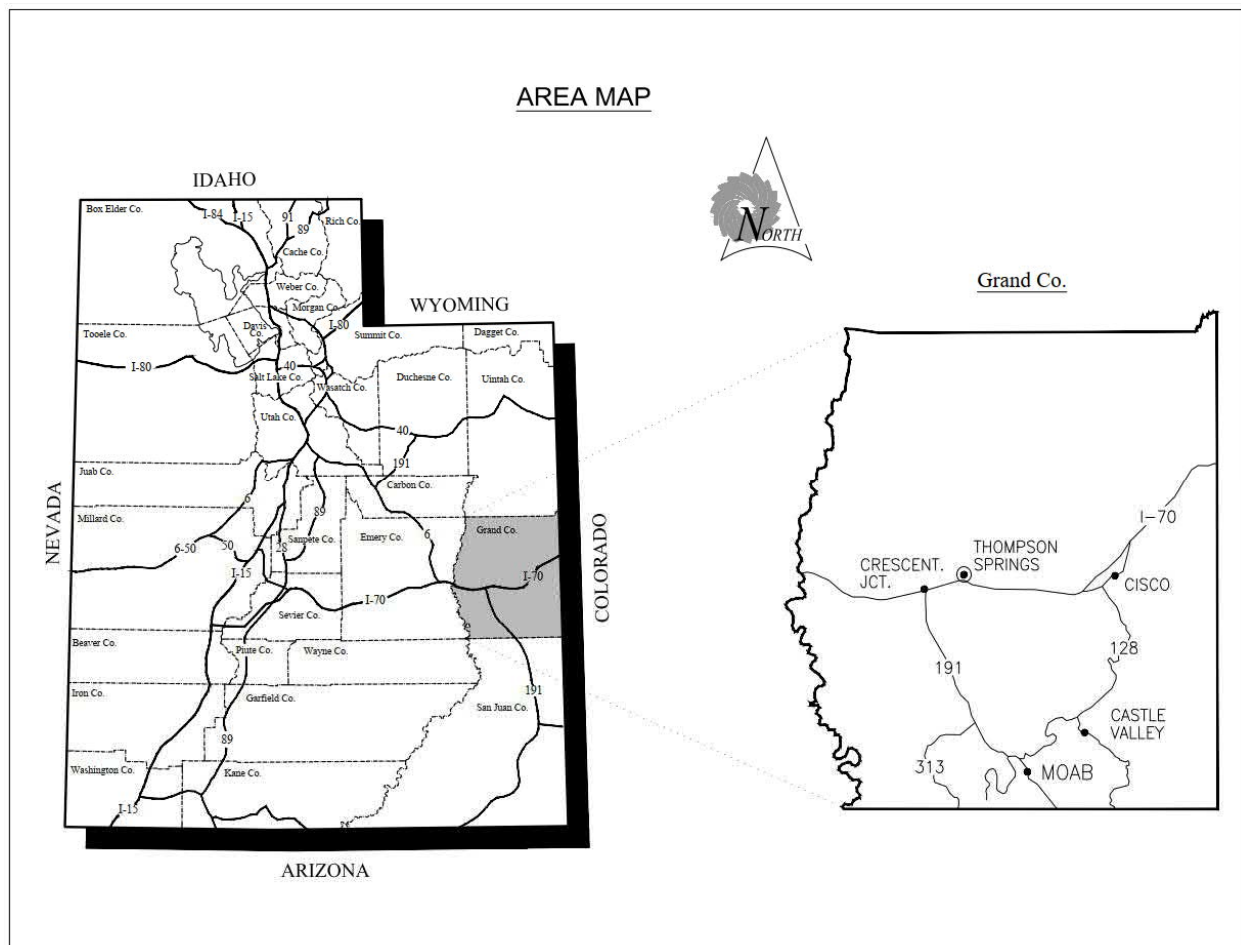
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1.0 INTRODUCTION

Thompson Springs Special Service District (SSD) is a community located in eastern Utah five miles east of the junction of I-70 and State Route 191. An area map is provided in Figure 1.1. Thompson Springs' culinary water system provides water to approximately 40 residents in addition to commercial and institutional facilities. The culinary water system supplies water for both indoor and outdoor use. This Culinary Water System Master Plan has been prepared for Thompson Springs as a tool to help the SSD effectively manage its existing culinary water system, as well as plan and prepare for future growth and improvements.

This Water System Master Plan is based on a five-point analysis of Thompson Springs' culinary water system, which includes water right, source capacity, storage capacity, treatment, and distribution in accordance with the State of Utah Rules Governing Public Drinking Water Systems (Rules). This plan analyzes each of these five aspects of the water system and identifies any deficiencies found in each area. An accompanying hydraulic water model was created with this Master Plan in order to analyze the capacity of the existing distribution system. A Capital Improvements Plan is included, which addresses the recommended improvements. The Capital Improvements Plan includes an Engineer's Opinion of Probable Costs for the recommended improvements, along with a recommended timeline for implementation.

Figure 1.1: Area Map of Thompson Springs



2.0 SYSTEM USER ANALYSIS

2.1 LENGTH OF PLANNING PERIOD

The planning period for this Water System Master Plan is 20 years, beginning in 2021 and extending through 2041. Thompson Springs should review and update this Water System Master Plan every five to ten years or as otherwise dictated by growth.

2.2 RECOMMENDED GROWTH RATE

An essential element in the development of a Culinary Water System Master Plan is the determination of an estimated system growth rate. The population growth rate gives the planner a glimpse of future demands that may need to be accommodated by the culinary water system. Various sources were compared to assist in the determining of a growth rate for this Master Plan. Table 2.1 shows Thompson Springs' historic growth from 1990 through 2020 based on estimates reported by the SSD.

Table 2.1: Thompson Springs' Historic Growth

Year	Population	Average Annual Growth	
1990	44		
2000	83	1990 - 2000	6.55%
2010	40	2000 - 2010	-7.04%
2020	40	2010-2020	0.00%
Average Annual Growth Rate			-0.16%

The average annual growth rate for Thompson Springs from 1990 through 2020 was -0.16%. Projections for Grand County by the Gardner Institute at the University of Utah estimate a 0.81% growth rate for the county through 2065.

While estimated growth rates are susceptible to change, it is necessary to project a community's growth over the duration of the planning period in order to estimate the increased demands and loadings on the community's infrastructure. Required improvements and expansions can then be planned for in a responsible and systematic manner. It is reasonable to assume that Thompson Springs will experience some growth through the 20-year planning period. For the purposes of this Master Plan, an annual growth rate of 0.5% will be used.

Table 2.2 shows the projected population for Thompson Springs, using the selected annual growth rate of 0.5%

Table 2.2: Thompson Springs' 20-year Population Projection

Year	Projected Populaton
2021	40
2026	41
2031	42
2036	43
2041	44

It should be noted that the rate of growth is not necessarily as important as total growth. If the rate of growth varies, and the projected maximum number of connections is reached earlier or later than expected, then future improvements needed to support growth may come earlier or later than anticipated. Furthermore, if growth is faster, system revenue is collected at a more rapid rate and debt service can be retired earlier, making additional improvements possible. To account for slower growth rates, system fees are generally set at an amount to allow payment of system debt service under no growth conditions. Therefore, user fees, hook-up fees, or impact fees will not be significantly affected if actual growth varies from the 0.5% used in this report.

2.3 CULINARY WATER CONNECTIONS

2.3.1 Existing Culinary Water Connections and ERCs

According to the data provided by Thompson Springs, there are currently 46 connections on the system. This includes 35 residential connections, 2 commercial connections, 4 RV park connections, and 5 institutional connections.

In this plan reference will be made to Equivalent Residential Connections (ERCs). One ERC is defined as the amount of culinary water required by an average residential connection. In accordance with the Division of Drinking Water's standards, an average residential connection is anticipated to use 400 gallons per day for indoor use, or approximately 12,000 gallons per month. Because an ERC relates to the amount of water required for the average residential connection, use of this term allows commercial, institutional, or other water users to be equated to a residential connection. ERCs are factored into calculations for impact fees, user rates, and other analyses as required for design purposes.

A review of the total annual water usage from current connections between 2018 and the present was performed to determine the ERC value to assign to each connection type. The average usage among commercial connections was approximately 3 times the usage of a residential connection; therefore, the commercial connections will be assigned an ERC multiplier of 3. The average usage for the RV park connections was approximately 2.5 times the usage of a residential connection; therefore, the RV connections will be assigned an ERC multiplier of 2.5. The average usage for the institutional connections was approximately 4 times the usage of a residential connection; therefore, the institutional connections will be assigned an ERC multiplier of 4.

Table 2.3 shows the number of connections for each usage category along with its associated ERC value.

Table 2.3: ERC Equivalents per Connection Category

Current ERCs			
Category	Connections	ERC/Connection	Total ERCs
Residential	35	1.0	35
Commercial	2	3.0	6
RV	4	2.5	10
Institutional	5	4.0	20
Total			71

*Values rounded to the nearest ERC.

According to Thompson Springs, a separate secondary water system is not available to residents. As such, all of the residential and commercial connections are assumed to use culinary water for their outdoor water usage. It is assumed that these connections will continue to use culinary water for outdoor usage throughout the 20-year planning period.

The estimated amount of land irrigated per ERC is approximately 1/7 of an acre for residential ERCs and 1/10 of an acre for commercial ERCs. Aside from the residential and commercial connections, no other connection types are assumed to use culinary water for irrigation based on the observed winter vs. summer usages. Both RV park connections and institutional connections have high seasonal usage in the summer months, however, this usage does not appear to be for outdoor irrigation. A summary of the analysis of winter vs. summer usage is found in Appendix A.

2.3.2 Projected Culinary Water Connections and ERCs

The projected number of ERCs for the 20-year planning period is calculated using the compound interest formula as follows: $F = \text{Current Connections} \times (1 + \text{rate})^{20\text{-years}}$ where F is the projected number of future connections, and the rate of growth is 0.5% per year. For example:

$$\text{Total Residential ERCs: } F = 35 \text{ ERCs} \times (1 + 0.005)^{20} = 39 \text{ ERCs}$$

The projected number of ERCs for each category is shown in Table 2.4 and Figure 2.1.

Table 2.4: 20-year Projected ERCs by Category

20 Year Projected ERCs			
Category	Connections	ERC/Connection	Total ERCs
Residential	39	1.0	39
Commercial	2	3.0	7
RV	4	2.5	11
Institutional	6	4.0	22
Total			79

*Values rounded to the nearest ERC.

3.0 WATER RIGHT ANALYSIS

3.1 EXISTING WATER RIGHT

The water rights owned by Thompson Springs for culinary water use are listed below in Table 3.1

Table 3.1: Thompson Springs Water Right Summary

Thompson Springs Culinary Water Rights				
	W.R. #	Source Type	Total Divertible (cfs)	Total Divertible (ac-ft/yr)
1	92-180	Spring	0.45	68.82
2	92-669	Spring	0.55	398.19
Total			1.00	467.01

According to the records available with the Utah Division of Water Rights, Thompson Springs has two water rights. In 2010 an application was filed to segregate Water Right 92-669 from Water Right 92-180. The total divertible flow prior to segregation was 1.0 cfs, which is equivalent to 723.97 ac-ft/yr. This is the value that was used for the District's prior Master Plan completed in 2003. Currently, Water Right 92-669 has a divertible flow of 0.55 cfs or 398.19 ac-ft/yr, and Water Right 92-180 has a divertible flow of 0.45 or 68.82 ac-ft/yr. It is uncertain why the combined water rights are not allowed a total divertible flow equivalent to the prior 723.97 ac-ft/yr. It appears that the amount of divertible water was reduced from Water Right 92-180 when it was certificated in 2018.

For the purposes of this Master Plan, the total existing water right that will be used is 467.01 ac-ft/yr.

It should be noted that Table 3.1 represents a cursory review of the water right records. A more detailed water rights analysis can be performed at the request of the SSD in the form of a 40-Year Water Right Plan to further analyze and protect the SSD's water rights.

3.2 EXISTING REQUIRED WATER RIGHT

Required water right is divided into two categories: indoor and outdoor. The Utah Rules state that a community should have adequate water right to meet the average annual demand, which is estimated using 400 gallons per day for residential indoor water use.

As noted in Section 2.3.1 above, it is assumed that all outdoor water usage is supplied with culinary water, and the average amount of irrigated land per ERC is estimated to be approximately 1/7 of an acre for residential ERCs and 1/10 of an acre for commercial ERCs.

According to the Rules, Utah has six climate zones (excluding non-arable lands), which correspond with consumptive use and annual precipitation. In the central mountains, outside watering requirements are quite low (Zone 1), compared with the southern part of the state where the climate is usually very warm and dry (Zone 6). As a result, these zones have different outside watering requirements. Rule R309-510 provides minimum recommended requirements for outside consumptive use for each zone.

Thompson Springs is in Zone 5. According to the rule, a public water supplier must have enough water right to cover the average annual demand for the system. The rule recommends that 2.69 ac-ft per

irrigated acre be used to estimate the required water right for outdoor uses of culinary water in Zone 5. Using this value of 2.69 ac-ft and the average irrigated area per ERC, the existing and projected required water right for outdoor usage can be calculated.

Based on the values listed above, the total existing required water right is calculated as shown below.

Existing Required Water Right:						
Residential Use:						
Indoor						
35 ERCs x	$\frac{400 \text{ gal}}{\text{ERC day}}$	x	$\frac{365 \text{ day}}{1 \text{ year}}$	x	$\frac{1 \text{ ac-ft}}{325,851 \text{ gal}}$	= 15.68 ac-ft
Outdoor (Assume 100% of ERCs)						
35 ERCs x	$\frac{1 \text{ ir. Acre}}{7 \text{ ERCs}}$	x	$\frac{2.69 \text{ ac-ft/yr}}{\text{ir.-acre/yr}}$			= 13.45 ac-ft
Commercial Use:						
Indoor						
6 ERCs x	$\frac{400 \text{ gal}}{\text{ERC day}}$	x	$\frac{365 \text{ day}}{1 \text{ year}}$	x	$\frac{1 \text{ ac-ft}}{325,851 \text{ gal}}$	= 2.69 ac-ft
Outdoor (Assume 100% of ERCs)						
6 ERCs x	$\frac{1 \text{ ir. acre}}{10 \text{ ERCs}}$	x	$\frac{2.69 \text{ ac-ft/yr}}{\text{ir.-acre/yr}}$			= 1.61 ac-ft
RV Use:						
Indoor						
10 ERCs x	$\frac{400 \text{ gal}}{\text{ERC day}}$	x	$\frac{365 \text{ day}}{1 \text{ year}}$	x	$\frac{1 \text{ ac-ft}}{325,851 \text{ gal}}$	= 4.48 ac-ft
Institutional Use:						
Indoor						
20 ERCs x	$\frac{400 \text{ gal}}{\text{ERC day}}$	x	$\frac{365 \text{ day}}{1 \text{ year}}$	x	$\frac{1 \text{ ac-ft}}{325,851 \text{ gal}}$	= 8.96 ac-ft
Bulk Water Sales (Metered Hydrant):						
1 Meter	$\frac{250,000 \text{ gal}}{\text{month}}$	x	$\frac{1 \text{ ac-ft}}{325,851 \text{ gal}}$	x	12 months	= 9.21 ac-ft
					Total Existing Required Water Right =	56 ac-ft
					Total Existing Water Right =	467 ac-ft
					Estimated Existing Water Right Surplus =	<u>411 ac-ft</u>

Thompson Springs currently has a water right surplus of 411 ac-ft.

3.3 20-YEAR PROJECTED REQUIRED WATER RIGHT

The projected required water right is calculated using the total projected ERCs for each category at the end of a 20-year planning period. As previously mentioned, it is assumed that all outdoor water usage will be supplied with culinary water for the duration of the 20-year planning period.

Based on the information above, the projected required water right is calculated as follows:

Projected Required Water Right - 20 Yrs

Residential Use:

Indoor

$$39 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 17.47 \text{ ac-ft}$$

Outdoor (Assume 100% of New ERCs)

$$39 \text{ ERCs} \times \frac{1 \text{ ir. Acre} \times 2.69 \text{ ac-ft/yr}}{7 \text{ ERCs ir.-acre/yr}} = 14.99 \text{ ac-ft}$$

Commercial Use:

Indoor

$$7 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 3.14 \text{ ac-ft}$$

Outdoor (Assume 100% of ERCs)

$$7 \text{ ERCs} \times \frac{1 \text{ ir. acre} \times 2.69 \text{ ac-ft/yr}}{10 \text{ ERCs ir.-acre/yr}} = 1.88 \text{ ac-ft}$$

RV Use:

Indoor

$$11 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 4.93 \text{ ac-ft}$$

Institutional Use

Indoor

$$22 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 9.86 \text{ ac-ft}$$

Bulk Water Sales (Metered Hydrant):

$$1 \text{ Meter} \times \frac{250,000 \text{ gal}}{\text{month}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} \times 12 \text{ months} = 9.21 \text{ ac-ft}$$

Total Projected Required Water Right =	61 ac-ft
Total Existing Water Right =	467 ac-ft
Estimated Projected Water Right Surplus =	<u>406 ac-ft</u>

Thompson Springs has a projected water right surplus of 406 ac-ft at the end of the 20-year planning period.

3.4 40-YEAR PROJECTED REQUIRED WATER RIGHT

The 40-year projected required water right is calculated using the total projected ERCs for each category at the end of a 40-year planning period. The state allows a 40-year water right projection in order to help communities protect their water rights.

Based on the information above and the total number of ERCs, the projected required water right for the 40-year planning period is calculated as follows:

Projected Required Water Right - 40 Years

Residential Use:

Indoor

$$43 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 19.27 \text{ ac-ft}$$

Outdoor (Assume 100% of New ERCs)

$$43 \text{ ERCs} \times \frac{1 \text{ ir. acre}}{7 \text{ ERCs}} \times \frac{2.69 \text{ ac-ft/yr}}{\text{ir.-acre/yr}} = 16.52 \text{ ac-ft}$$

Commercial Use:

Indoor

$$7 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 3.14 \text{ ac-ft}$$

Outdoor (Assume 100% of indoor)

$$7 \text{ ERCs} \times \frac{1 \text{ ir. acre}}{10 \text{ ERCs}} \times \frac{2.69 \text{ ac-ft/yr}}{\text{ir.-acre/yr}} = 2 \text{ ac-ft}$$

RV Use:

Indoor

$$12 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 5.38 \text{ ac-ft}$$

Institutional Use

Indoor

$$24 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC day}} \times \frac{365 \text{ day}}{1 \text{ year}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} = 10.75 \text{ ac-ft}$$

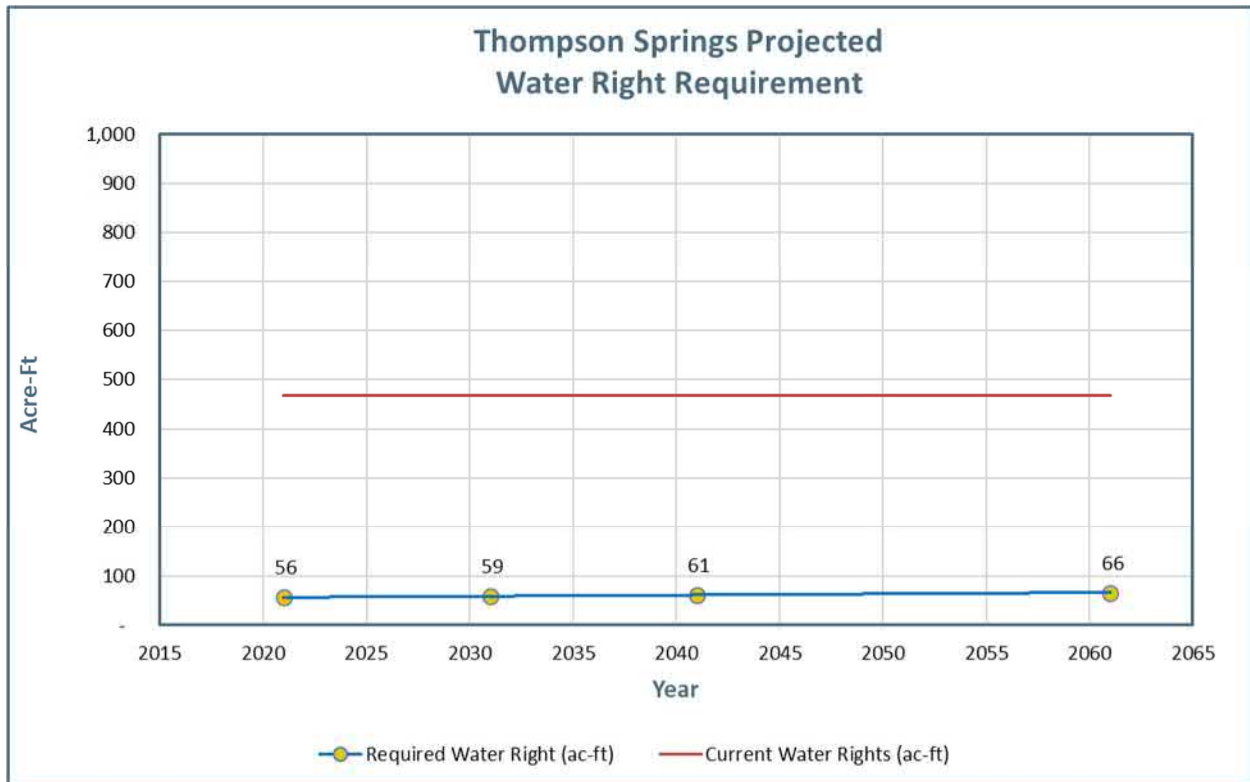
Bulk Water Sales (Metered Hydrant):

$$1 \text{ Meter} \times \frac{250,000 \text{ gal}}{\text{month}} \times \frac{1 \text{ ac-ft}}{325,851 \text{ gal}} \times 12 \text{ months} = 9.21 \text{ ac-ft}$$

Total Projected Required Water Right =	66 ac-ft
Total Existing Water Right =	467 ac-ft
Estimated Projected Water Right Surplus =	401 ac-ft

Thompson Springs has a projected water right surplus of 401 ac-ft at the end of the 40-year planning period. Figure 3.1 illustrates the required culinary water rights through the 40-year planning period compared to the culinary water rights that are currently owned by Thompson Springs.

Figure 3.1: Thompson Springs 40 Year Projection of Required Water Rights



3.5 RECOMMENDED WATER RIGHT ACTIONS

Thompson Springs currently meets all of the requirements set forth in the Rules regarding water right.

As noted previously, there appears to be a discrepancy between the previous quantification of Thompson Spring's water rights and the current quantification based on a cursory review of the Division of Water Right's records. It is recommended that Thompson consider a more detailed water rights inventory and analysis to determine the reason for this discrepancy. A more detailed water rights analysis can be performed at the request of the SSD in the form of a 40-Year Water Right Plan to further analyze and protect the SSD's water rights.

4.0 SOURCE CAPACITY ANALYSIS

4.1 EXISTING SOURCE CAPACITY

Thompson Springs' culinary water system is supplied by one spring located approximately seven miles north of the District in Thompson canyon.

The production of this spring has varied both seasonally and annually. The SSD provided the past three years of spring flow measurements for review. The monthly measurements were made visually as water passes through weirs in the spring collection boxes. The measured data indicates that spring flows have ranged from 62 to 130 gpm with an average flow of 93 gpm over the past three years. When a new spring is developed, the Rules indicate that the spring yield is typically set at the 25th percentile of the spring flow data collected across a three-year period. The 25th percentile spring yield of the District's current spring, based on the past three years of measurements, is calculated to be 84 gpm.

There are two additional factors that limit the amount of water Thompson can obtain from the spring. Both factors are related to water rights. First, Thompson Springs has obligations to turn some of the collected spring water out into the canyon at several diversion points to satisfy senior water right holders. It is estimated that the total combined senior water right obligation is approximately 33 gpm. The second limiting factor is that Water Right 92-669 does not appear to have a point of diversion at the current spring. The SSD is limited to Water Right 92-180, which does have a point of diversion at the current spring and has a total annual divertible allowance of 68.82 ac-ft. This is equivalent to approximately 43 gpm.

The total divertible flow of Water Right 92-180 at the current point of diversion controls the available capacity of the spring to Thompson. The total source capacity used in this Water Master Plan will therefore be 43 gpm.

4.2 EXISTING REQUIRED SOURCE CAPACITY

Existing source capacity requirements are separated into indoor and outdoor use. The Rules state that a community should have an adequate water source capacity to supply a peak demand of 800 gallons per day per ERC for indoor use. The regulations also require the source to be capable of meeting peak day irrigation demands where no secondary source of irrigation water is available.

As noted previously, the Rules list six climate zones (excluding non-arable lands), which correspond with consumptive use and annual precipitation. Thompson Springs is in Zone 5. According to the rule, 4.52 gpm per irrigated acre is the peak day demand to be used in calculations to determine required source capacity for residential irrigation.

Based on the information above, the existing required source capacity is calculated as follows:

Existing Required Source Capacity:

Residential Use:

Indoor

$$35 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 19.44 \text{ gpm}$$

Outdoor (Assume 100% of ERCs)

$$35 \text{ ERCs} \times \frac{1 \text{ acre}}{7 \text{ ERCs}} \times \frac{4.52 \text{ gpm}}{\text{irr. acre}} = 22.60 \text{ gpm}$$

Commercial Use:

Indoor

$$6 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 3.33 \text{ gpm}$$

Outdoor (Assume 100% of ERCs)

$$6 \text{ ERCs} \times \frac{1 \text{ acre}}{10 \text{ ERCs}} \times \frac{4.52 \text{ gpm}}{\text{irr. acre}} = 2.71 \text{ gpm}$$

RV Use:

Indoor

$$10 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 5.56 \text{ gpm}$$

Institutional Use:

Indoor

$$20 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 11.11 \text{ gpm}$$

Bulk Water Sales (Metered Hydrant):

$$1 \text{ Meter} \times \frac{250,000 \text{ gal}}{\text{month}} \times \frac{1 \text{ month}}{30 \text{ days}} \times \frac{1 \text{ day}}{1,440 \text{ min}} = 5.79 \text{ gpm}$$

$$\begin{aligned} \text{Total Existing Required Source Capacity} &= 70.54 \text{ gpm} \\ \text{Total Available Source Capacity} &= 42.64 \text{ gpm} \\ \text{Estimated Existing Source Capacity Deficit} &= \underline{(27.91) \text{ gpm}} \end{aligned}$$

The calculations show that Thompson Springs currently has a source capacity deficit of 28 gpm in accordance with the Rules.

4.3 PROJECTED REQUIRED SOURCE CAPACITY

The projected required source capacity is calculated using the total projected ERCs for each category at the end of the 20-year planning period. As noted above, it will be assumed that all outdoor water usage will be supplied by culinary water through the planning period.

The 20-year projected source capacity requirement is calculated as follows:

Projected Required Source Capacity - 20 Yrs

Residential Use:

Indoor

$$39 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 21.67 \text{ gpm}$$

Outdoor (Assume 100% of New ERCs)

$$39 \text{ ERCs} \times \frac{1 \text{ acre}}{7 \text{ ERCs}} \times \frac{4.52 \text{ gpm}}{\text{irr. acre}} = 25.18 \text{ gpm}$$

Commercial Use:

Indoor

$$7 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 3.89 \text{ gpm}$$

Outdoor (Assume 100% of ERCs)

$$7 \text{ ERCs} \times \frac{1 \text{ acre}}{10 \text{ ERCs}} \times \frac{4.52 \text{ gpm}}{\text{irr. acre}} = 3.16 \text{ gpm}$$

RV Use:

Indoor

$$11 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 6.11 \text{ gpm}$$

Institutional Use:

Indoor

$$22 \text{ ERCs} \times \frac{800 \text{ gpd}}{\text{ERC}} \times \frac{1 \text{ day}}{24 \text{ hr}} \times \frac{1 \text{ hr}}{60 \text{ min.}} = 12.22 \text{ gpm}$$

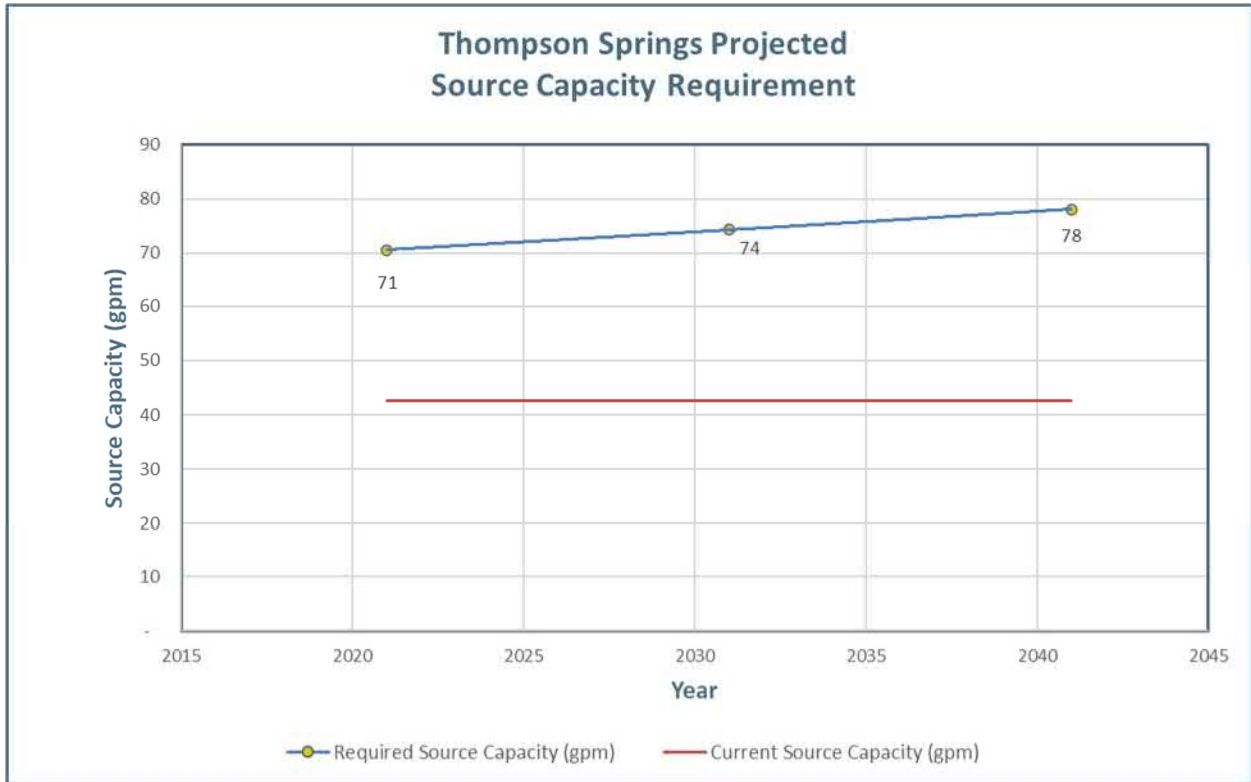
Bulk Water Sales (Metered Hydrant):

$$1 \text{ Meter} \times \frac{250,000 \text{ gal}}{\text{month}} \times \frac{1 \text{ month}}{30 \text{ days}} \times \frac{1 \text{ day}}{1,440 \text{ min}} = 5.79 \text{ gpm}$$

$$\begin{aligned} \text{Total Projected Required Source Capacity} &= 78.02 \text{ gpm} \\ \text{Total Available Source Capacity} &= 42.64 \text{ gpm} \\ \text{Estimated Projected Source Capacity Deficit} &= \underline{(35.39) \text{ gpm}} \end{aligned}$$

The calculation above shows that Thompson Springs has a 20-year projected source capacity deficit of 35 gpm. Thompson Springs' projected source capacity requirement over the 20-year planning period is shown below in Figure 4.1.

Figure 4.1: Projected Source Capacity Requirement



4.4 RECOMMENDED SOURCE CAPACITY IMPROVEMENTS

In accordance with the Rules, Thompson has a current source capacity deficit of 28 gpm and a projected deficit of 35 gpm at the end of the 20-year planning period. It is recommended that Thompson begin actions to supplement their culinary water source capacity.

The preferred option to supplement the District's source capacity is to redevelop a second spring in Thompson Canyon. It is understood that an existing spring was used to supply the town prior to the spring that is currently in use. The older spring, located south of the current spring, was abandoned due to surface contamination from Thompson Creek. A cutoff wall should be constructed on the east of the collection system to maximize supply collection and prevent surface water intrusion from the creek. The quantity of water that may be added by developing the former spring site is unknown and may not be sufficient to meet the projected 20-year demand.

If Thompson Springs continues to grow in the future an even higher amount of source capacity will be needed to meet requirements. Thompson may consider investigating other water source options such as developing additional spring locations, drilling a well, or possibly constructing a facility to treat water from the Green River delivered to the nearby Department of Energy site. Prior to drilling a well or constructing a treatment facility, a feasibility study would be required to investigate the implementation of these options.

5.0 STORAGE CAPACITY ANALYSIS

5.1 EXISTING STORAGE CAPACITY

Thompson Springs has three culinary water storage tanks, with a combined storage volume of approximately 280,600 gallons. The tanks are located approximately 6,500 feet northeast of the District in Thompson Canyon. Two of the tanks are made of steel and were constructed in 1974. These tanks were remediated in the early 2010s. The third tank was constructed of concrete in 2006. With the more recent construction of this tank, it is expected to still be in good condition. The individual and combined water storage tank capacities are shown in table 5.1.

Table 5.1: Thompson Springs Storage Tank Capacities

Structure	Material	Capacity	Construction
Tank 1	Steel	65,300	1974
Tank 2	Steel	65,300	1974
Tank 3	Concrete	150,000	2006
Total Storage Capacity		280,600	

5.2 EXISTING REQUIRED STORAGE CAPACITY

Water storage capacity requirements are separated into three categories: indoor, outdoor, and fire protection. The Rules require a minimum storage capacity of 400 gallons per day per connection for indoor use.

As noted in previous sections of this report, all outdoor water usage in the District is supplied with culinary water for the irrigation of lawns and gardens. The average irrigated area per connection is approximately 1/7 of an acre for residential connections, and 1/10 of an acre for commercial connections.

Thompson Springs is in Climate Zone 5 which, according to the Rules, requires that 4,081 gallons of storage be provided per irrigated acre.

Based on the prior Master Plan completed in 2003, the target fire flow for the system was 1,000 gpm in accordance with State minimum requirements. It is noted that modern fire department pumper trucks generally have the capacity to pump 1,500 gpm. For the purposes of this Master Plan, the target fire flow will be 1,000 gpm for a duration of two hours.

Based on the above information, the existing required storage capacity is calculated as shown below.

Existing Required Storage Capacity:

Residential Use:

Indoor

$$35 \text{ ERCs} \times \frac{400 \text{ gal.}}{\text{ERC}} = 14,000 \text{ gal.}$$

Outdoor (Assume 100% of ERCs)

$$35 \text{ ERCs} \times \frac{1 \text{ acre} \times 4,081 \text{ gal}}{7 \text{ ERCs irr. acre}} = 20,405 \text{ gal.}$$

Commercial Use:

Indoor

$$6 \text{ ERCs} \times \frac{400 \text{ gal.}}{\text{ERC}} = 2,400 \text{ gal.}$$

Outdoor (Assume 100% of ERCs)

$$6 \text{ ERCs} \times \frac{1 \text{ acre} \times 4,081 \text{ gal}}{10 \text{ ERCs irr. acre}} = 2,449 \text{ gal.}$$

RV Use:

Indoor

$$10 \text{ ERCs} \times \frac{400 \text{ gal.}}{\text{ERC}} = 4,000 \text{ gal.}$$

Institutional Use:

Indoor

$$20 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC}} = 8,000 \text{ gal.}$$

Bulk Water Sales (Metered Hydrant):

$$1 \text{ Meter} \times \frac{250,000 \text{ gal}}{\text{month}} \times \frac{1 \text{ month}}{30 \text{ days}} = 8,333 \text{ gal.}$$

Fire Protection:

$$1,000 \frac{\text{gal.}}{\text{min}} \times \frac{2 \text{ hr.}}{\text{hr}} \times \frac{60 \text{ min.}}{\text{hr}} = 120,000 \text{ gal.}$$

$$\begin{aligned} \text{Total Current Required Storage Capacity} &= 179,587 \text{ gal.} \\ \text{Total Existing Storage Capacity} &= 280,600 \text{ gal.} \\ \text{Estimated Existing Storage Capacity Surplus} &= \underline{101,013 \text{ gal.}} \end{aligned}$$

Thompson Springs has an existing storage capacity surplus of 101,013 gallons according to the requirements set forth by the Rules.

5.3 PROJECTED REQUIRED STORAGE CAPACITY

The projected required storage capacity at the end of the 20-year planning period is calculated using the total projected ERCs for each category. As noted above, it will be assumed that the percentage of outdoor water usage that is supplied with culinary water will remain at 100% through the planning period.

Based on the information above and the total number of ERCs, the projected storage capacity requirement for the 20-year planning period is calculated as follows:

Projected Required Storage Capacity - 20 Yrs

Residential Use:

Indoor

$$39 \text{ ERCs} \times \frac{400 \text{ gal.}}{\text{ERC}} = 15,600 \text{ gal.}$$

Outdoor (Assume 100% of New ERCs)

$$39 \text{ ERCs} \times \frac{1 \text{ acre} \times 4,081 \text{ gal}}{7 \text{ ERCs irr. acre}} = 22,737 \text{ gal.}$$

Commercial Use:

Indoor

$$7 \text{ ERCs} \times \frac{400 \text{ gal.}}{\text{ERC}} = 2,800 \text{ gal.}$$

Outdoor (Assume 100% of ERCs)

$$7 \text{ ERCs} \times \frac{1 \text{ acre} \times 4,081 \text{ gal}}{10 \text{ ERCs irr. acre}} = 2,857 \text{ gal.}$$

RV Use:

Indoor

$$11 \text{ ERCs} \times 400 \text{ gal.} = 4,400 \text{ gal.}$$

Institutional Use:

Indoor

$$22 \text{ ERCs} \times \frac{400 \text{ gal}}{\text{ERC}} = 8,800 \text{ gal.}$$

Bulk Water Sales (Metered Hydrant):

$$1 \text{ Meter} \times \frac{250,000 \text{ gal}}{\text{month}} \times \frac{1 \text{ month}}{30 \text{ days}} = 8,333 \text{ gal.}$$

Fire Protection:

$$1,000 \frac{\text{gal.}}{\text{min}} \times \frac{2 \text{ hr.}}{1 \text{ hr}} \times \frac{60 \text{ min.}}{1 \text{ hr}} = 120,000 \text{ gal.}$$

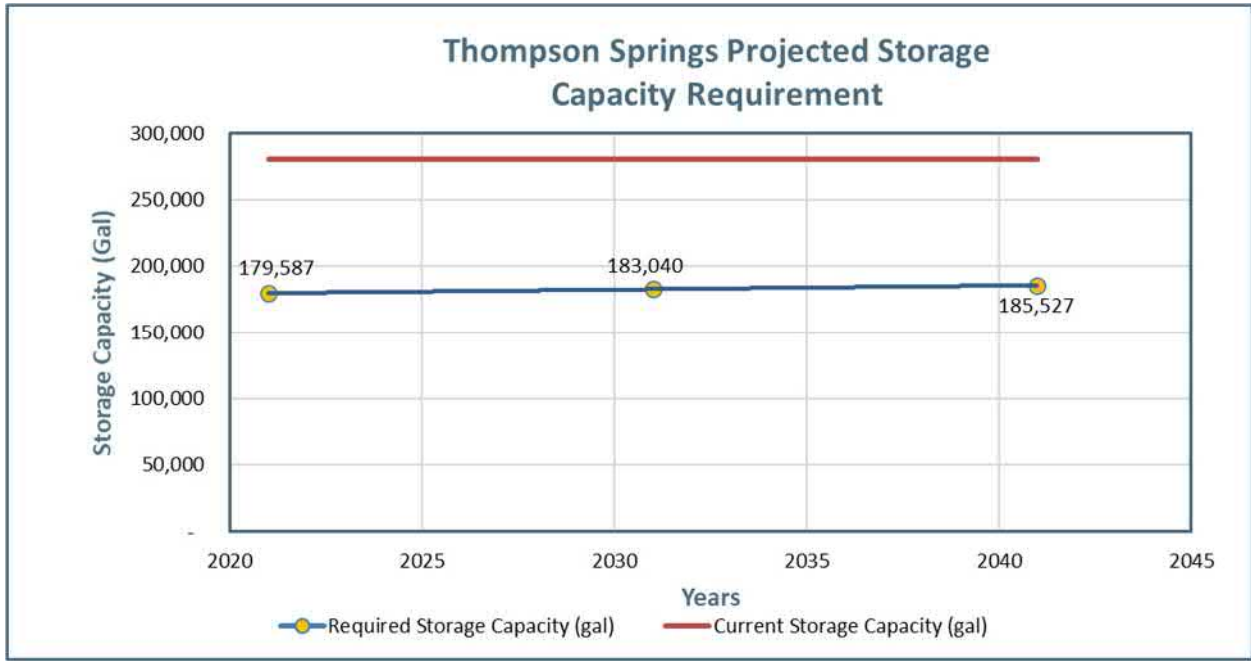
$$\text{Total Projected Required Storage Capacity} = 185,527 \text{ gal.}$$

$$\text{Total Existing Storage Capacity} = 280,600 \text{ gal.}$$

$$\text{Estimated Projected Storage Capacity Surplus} = \underline{95,073 \text{ gal.}}$$

According to the requirements set forth by the Rules, Thompson Springs has a projected storage capacity surplus of 95,073 gallons at the end of the 20-year planning period. The projected required storage capacity is illustrated in Figure 5.1.

Figure 5.1: Projected Storage Capacity Requirement



5.4 RECOMMENDED STORAGE CAPACITY IMPROVEMENTS

Thompson Springs currently meets all of the requirements set forth in the Rules regarding culinary water storage.

Although it is not required within the planning period, Thompson Springs may, at some point, consider the construction of a new storage tank. An engineer’s opinion of probable cost to build a 100,000 gallon concrete storage tank has been included in Appendix B for informational purposes.

6.0 WATER TREATMENT REQUIREMENTS

6.1 GENERAL SYSTEM OVERVIEW

The State of Utah, in accordance with the National Safe Drinking Water Act, has adopted “primary” regulations for the protection of public health, and “secondary” regulations related to taste and aesthetics. These regulations are incorporated into the Rules.

The current system has the ability to chlorinate the spring water at a chlorination building at the tank site.

6.2 RECOMMENDED IMPROVEMENTS

Thompson Springs currently meets the requirements set forth in the Rules regarding culinary water treatment. No recommendations are made for the chlorination system at this time.

7.0 DISTRIBUTION SYSTEM ANALYSIS

The Thompson Springs culinary water distribution system has been analyzed for compliance with the Rules. The analysis was performed based on a review of the existing system's physical attributes and topography, along with the outputs from the hydraulic model that has been created for the Thompson Springs system.

7.1 COMPUTER MODEL OF THE DISTRIBUTION SYSTEM

The existing Thompson Springs culinary water distribution system was modeled using InfoWater, a water system modeling program. The hydraulic model was created using existing maps of the features of the system. In this model, the various demands are spread throughout the entire system to represent various scenarios, including average day conditions, peak instantaneous demand, and peak day demand under fire flow conditions. During the fire flow analysis, the program calculates the maximum design fire flow that can be obtained at each of the nodes on the system without causing the residual pressure at any of the other nodes on the system to fall below 20 psi, which is the minimum pressure allowed by the Rules. The model was calibrated by comparing static pressures from the model output with flow and residual pressure data from existing fire flow tests at hydrants throughout the system. Hydrant flow tests were provided by the SSD and were performed in 2012.

The existing system map and the model output data for the existing system under the current average day conditions is provided in Exhibit 1 for reference.

The model is also used to analyze the projected system demands based on the projected growth rate, and to determine what impacts these projected demands may have on the system. For the purposes of this Master Plan, the system is analyzed through the end of the 20-year planning period. The impacts to the distribution system from projected growth will be heavily dependent on where the actual growth will occur on the system and what types of users are connecting to the system. Any distribution system analysis beyond the 20-year planning period would be speculative at this point. As noted previously, this Master Plan should be updated on a regular basis, and the hydraulic model should be maintained and updated continually as new growth occurs to comply with the Rules and to maintain an awareness of the remaining distribution system capacity.

7.2 SYSTEM ANALYSIS

7.2.1 Minimum Pressures and Demands

The Rules require that distribution systems equipped with fire hydrants shall be designed to ensure that a minimum of 20 psi exists at all points within the system when fire flows are imposed on the system on top of peak day demand flows. For systems constructed after January 2007, the minimum dynamic pressure at peak day demand is 40 psi, and the minimum dynamic pressure at peak instantaneous demand is 30 psi. The Utah Division of Drinking Water encourages existing systems to meet the newer rule requirements whenever possible. It is typically recommended that distribution system pressures are maintained between 40 and 90 psi during normal system operations.

Average Day Demand

According to the Rules, the required storage capacity on a system should represent the quantity of water required by the system during an average day. The average day demand used in the hydraulic

model is calculated by dividing the current required storage capacity, minus the required fire storage, across a 24-hour (1,440 minute) period. The resulting average day demand used in the hydraulic model for the existing system is 41 gpm.

Peak Day Demand

Because Thompson Springs has fire hydrants in its distribution system, the peak day demand with an imposed fire flow is used in the computer model. According to the Rules, the peak day demand is the anticipated water demand on the day of highest water consumption. This is also the same value used to estimate the required source capacity for the system. The existing required source capacity for the system was calculated to be 71 gpm. The 20-year projected peak day demand of 78 gpm will be used for analyzing the system under future peak day demand conditions.

Peak Instantaneous Demand

The peak instantaneous demand represents the point of maximum usage on the system and typically occurs during the hottest part of the year when indoor and outdoor usages are the highest. The peak instantaneous demand will be estimated by applying a peaking factor of two to the peak day demand. The current system peak instantaneous demand that will be applied is 141 gpm, and the 20-year projected peak instantaneous demand is 156 gpm.

7.2.2 System Pressures

7.2.2.1 Current Pressures

Thompson Springs has one pressure zone; however, there are two pressure reducing valves on a waterline that supplies water to a gas station west of Thompson Springs.

The current pressures in Thompson Springs under average day demands range from approximately 70 psi to 115 psi at the end of the system. The pressures under peak instantaneous demands also range from approximately 70 psi to 115 psi at the end of the system.

Current average day pressures in the system are shown in Exhibit 1. Dynamic pressures under current peak instantaneous demand are shown in Exhibit 2.

7.2.2.2 Projected Pressures

The system pressures under the 20-year projected peak instantaneous demands are not significantly different from the current conditions and also range from approximately 70 psi to 115 psi.

7.2.3 Hydrants & Fire Flow

7.2.3.1 Current Fire Flow

The Rules require all fire hydrants to be supplied from 8-inch diameter or larger main lines unless it can be demonstrated through the use of computer modeling that smaller main lines will meet minimum fire flow requirements without dropping any other model junction node in the system below 20 psi. The Rules require systems with fire hydrants to provide the minimum fire flow capacity as directed by the local fire authority, or the minimum fire flow allowed by the State adopted fire flow in the absence of

direction from the local fire authority. The minimum fire flow allowed by the State is 1,000 gpm. The target capacity that will be used for this master plan is 1,000 gpm.

The hydraulic model suggests that the available fire flow in the system, under projected peak day demand, ranges from approximately 600 gpm to 2,000 gpm, with most of the system falling between 1,200 to 1,500 gpm in the center of the system. It should be noted that there are 2 nodes with an available fire flow of less than 1,000 gpm, and these are located at the ends of dead-end lines. There are 15 nodes that have an available fire flow between 1,000 and 1,500 gpm.

Fire flow results from the hydraulic model under current peak day demands are shown in Exhibit 3 for the existing system.

7.2.3.2 Projected Fire Flow

The system fire flow under the 20-year projected peak day demands are not significantly different from the current conditions and range from approximately 600 gpm up to approximately 2,000 gpm. The majority of the system falls between 1,200 to 1,500 gpm in the center of the system.

Fire flow results from the hydraulic model under 20-year projected peak day demands are shown in Exhibit 4 for the existing system.

7.2.4 Pipes & Loops

Most of the Thompson Springs culinary water distribution system consists of 8-inch PVC pipe with some smaller pipe sizes. There is also a 10-inch PVC distribution pipeline line that supplies the SSD from the tanks. The system has some looping but also has a number of dead-end lines that have lower available fire flow

7.3 RECOMMENDED DISTRIBUTION SYSTEM IMPROVEMENTS

Although the results of modeling the system showed that the system could only meet fire flows somewhat lower than 1,500 gpm the system still meets the State of Utah required minimum fire flows at all nodes except where there are dead ends. It is recommended that loops be required whenever new development or subdivisions are approved, where access to complete a loop on the line can reasonably be made.

Additionally, the Thompson Springs culinary water system does not currently have an integrated SCADA system. It is recommended that a limited SCADA system be installed, which would provide centralized reporting for key components of the water system such as flow meters at the tank site. A significant part of this system would include a new water meter to measure flow from the outlet of the tanks to the distribution system.

8.0 CAPITAL IMPROVEMENTS PLAN

8.1 SUMMARY OF RECOMMENDED IMPROVEMENTS

8.1.1 Short Term Improvements

Source - It is recommended that the SSD begin planning to re-develop the older south spring to supplement the source capacity for Thompson Springs.

Distribution System - It is recommended that a limited SCADA system be installed to provide centralized reporting and monitoring of key components of the water system.

Table 8.1 below shows the estimated costs of the recommended immediate improvements. Detailed Engineer's Opinions of Probable Costs for these improvements are provided in Appendix B.

Table 8.1: Estimated Costs of Recommended Short-Term Improvements

THOMPSON SPRINGS SHORT TERM IMPROVEMENTS	
IMPROVEMENT	EST. COST
Spring Re-Development	\$ 306,000
Limited SCADA Improvements	\$ 28,000
TOTAL	\$ 334,000

8.1.2 Long Term Improvements

Storage - Although it is not currently required within the planning period, Thompson Springs may at some point consider construction of a new 100,000 gallon storage tank to either replace or supplement the older steel tanks.

Table 8.2 shows the estimated cost of constructing a new storage tank.

Table 8.2: Estimated Costs of Recommended Long-Term Improvements

THOMPSON SPRINGS LONG TERM IMPROVEMENTS	
IMPROVEMENT	EST. COST
New Storage Tank (100,000 gal.)	\$ 470,000
TOTAL	\$ 470,000

9.0 PROJECT FUNDING

The three primary funding agencies that typically fund large culinary water improvement projects in the State of Utah include USDA Rural Development (USDA-RD), Division of Drinking Water - Drinking Water Board (DDW), and the Permanent Capital Improvements Board Fund (CIB). Each agency has its own criteria and precedent for authorization of limited grant funds. All three agencies have an abundance of low interest loan funds to allocate to projects.

Grant eligibility for the DDW and CIB is based on a community's Median Adjusted Gross Income (MAGI) as published by the DDW each year, and the community's current water rates. The threshold for grant eligibility is reached when a community's water system obligations require the average monthly water rate (base rate plus overages) to exceed 1.75% of the monthly MAGI. Thompson Springs' currently listed MAGI (2018) is \$26,000, of which 1.75% would be approximately \$37.92/month.

The DDW has historically had less grant available for projects on a loan/grant ratio than the CIB, with typical DDW funding for eligible communities being around 80%/20% (loan/grant) compared to CIB funding ratios of up to 50%/50% (loan/grant) for eligible communities. The DDW and CIB typically offer loan terms of 1% - 2.5% over 20 to 30 years.

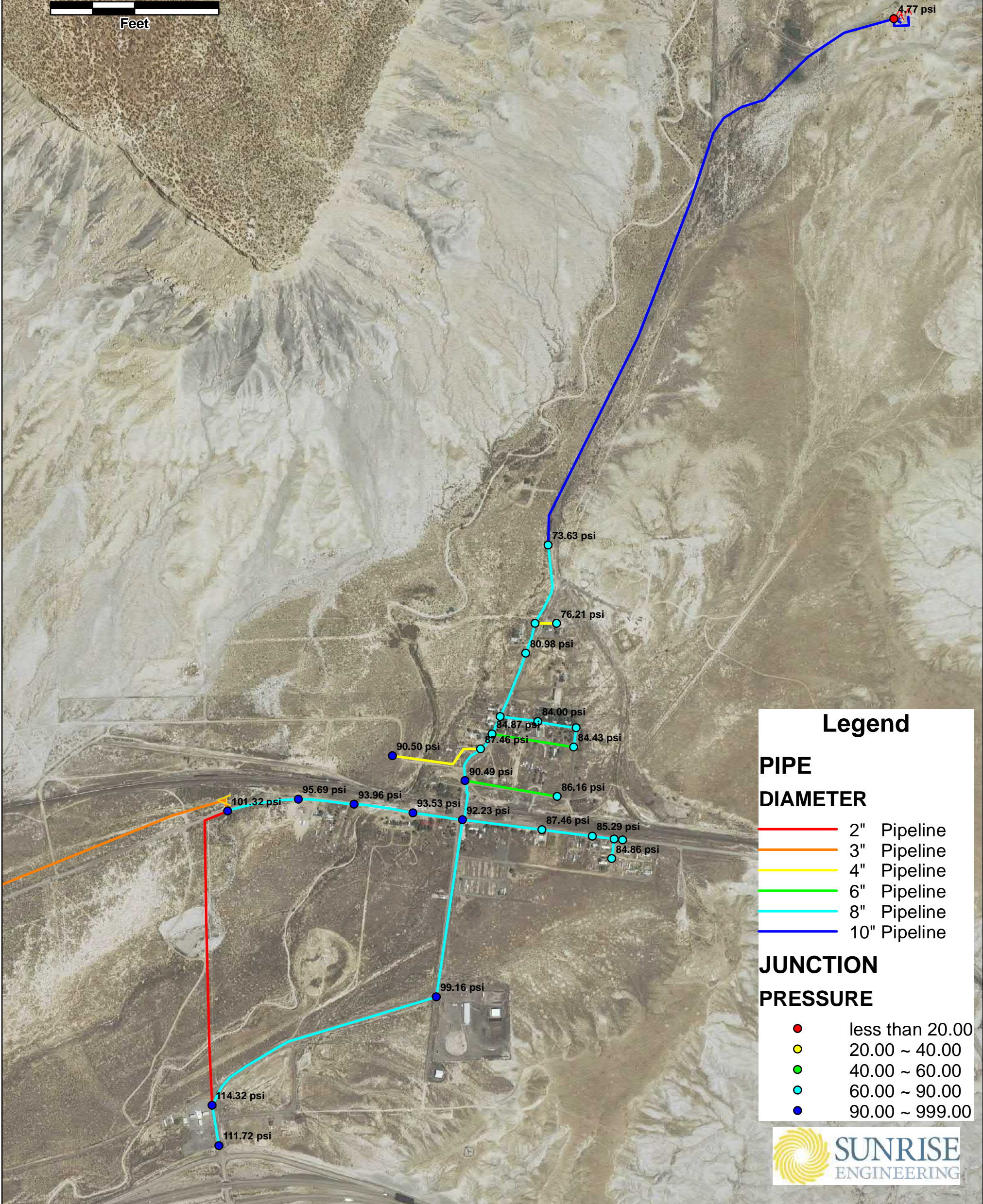
The common loan/grant ratio that has been observed in recent years with USDA-RD funding is close to 70%/30%. The current typical USDA-RD loan conditions are approximately 2.50% over 40 years.

Conceptual financing plans for the short term improvements have been prepared and included in Appendix C for three scenarios, to include typical stand-alone funding packages from each of the three funding agencies mentioned above. These financing plans have been developed based on the estimated cost of the recommended short-term improvements only. Based on the conceptual financing plans, the resulting average water rate required to cover the current estimated system costs (O&M plus existing debt service) and the projected new debt service for the short- and long-term improvements would range from approximately \$65/month to \$74/month, with the conceptual CIB package resulting in the lowest required rate. It is noted that these rates well exceed the 1.75% of the MAGI and would require a significant increase from the current water rates.

EXHIBIT 1:
*EXISTING SYSTEM – CURRENT
AVERAGE DAY DEMANDS*

THOMPSON SPRINGS

Existing Average Day Demand



Legend

PIPE DIAMETER

- 2" Pipeline
- 3" Pipeline
- 4" Pipeline
- 6" Pipeline
- 8" Pipeline
- 10" Pipeline

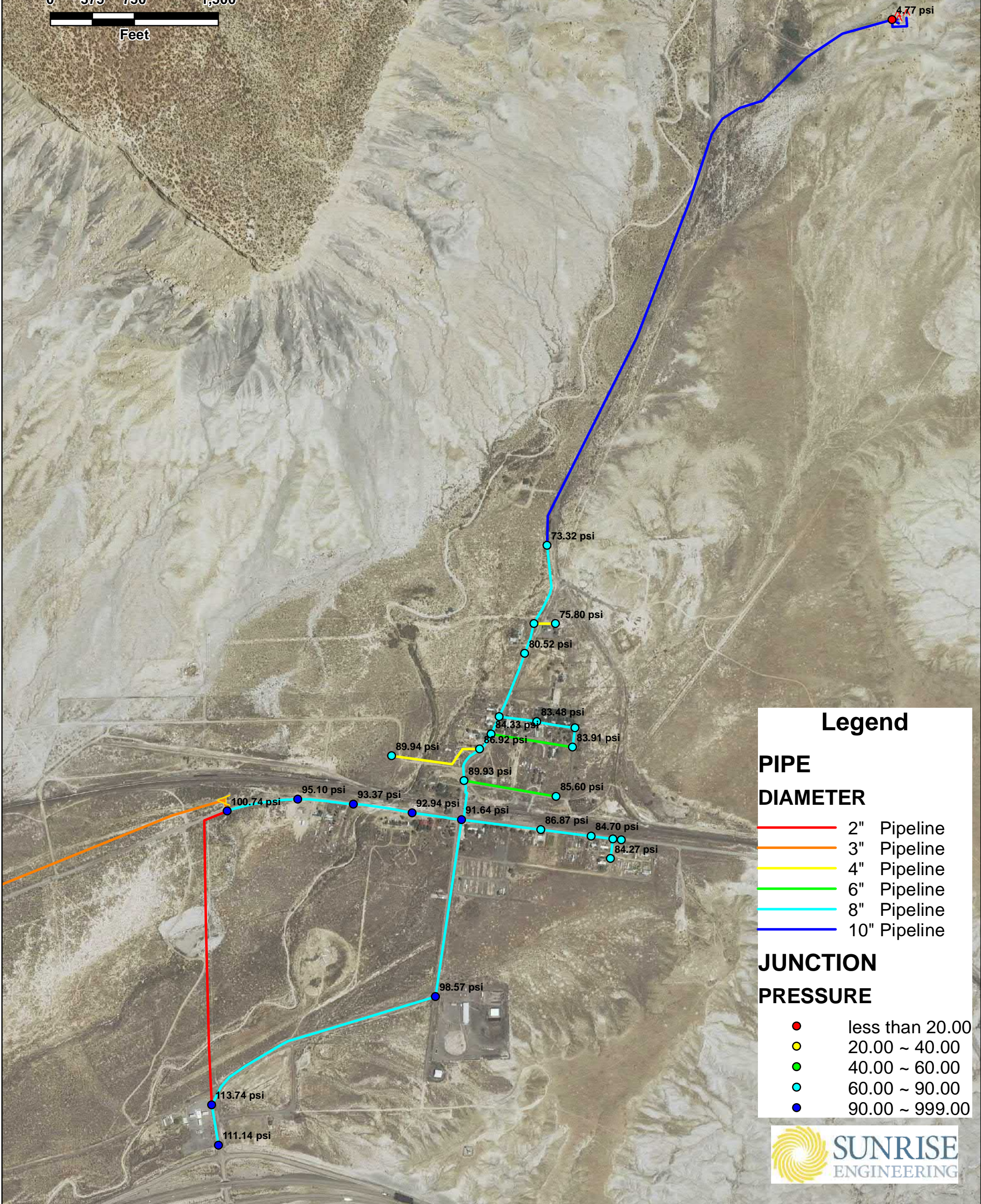
JUNCTION PRESSURE

- less than 20.00
- 20.00 ~ 40.00
- 40.00 ~ 60.00
- 60.00 ~ 90.00
- 90.00 ~ 999.00

EXHIBIT 2:
*EXISTING SYSTEM – CURRENT
PEAK INSTANTANEOUS DEMANDS*

THOMPSON SPRINGS

Existing Peak Instantaneous Demand



Legend

PIPE DIAMETER

- 2" Pipeline
- 3" Pipeline
- 4" Pipeline
- 6" Pipeline
- 8" Pipeline
- 10" Pipeline

JUNCTION PRESSURE

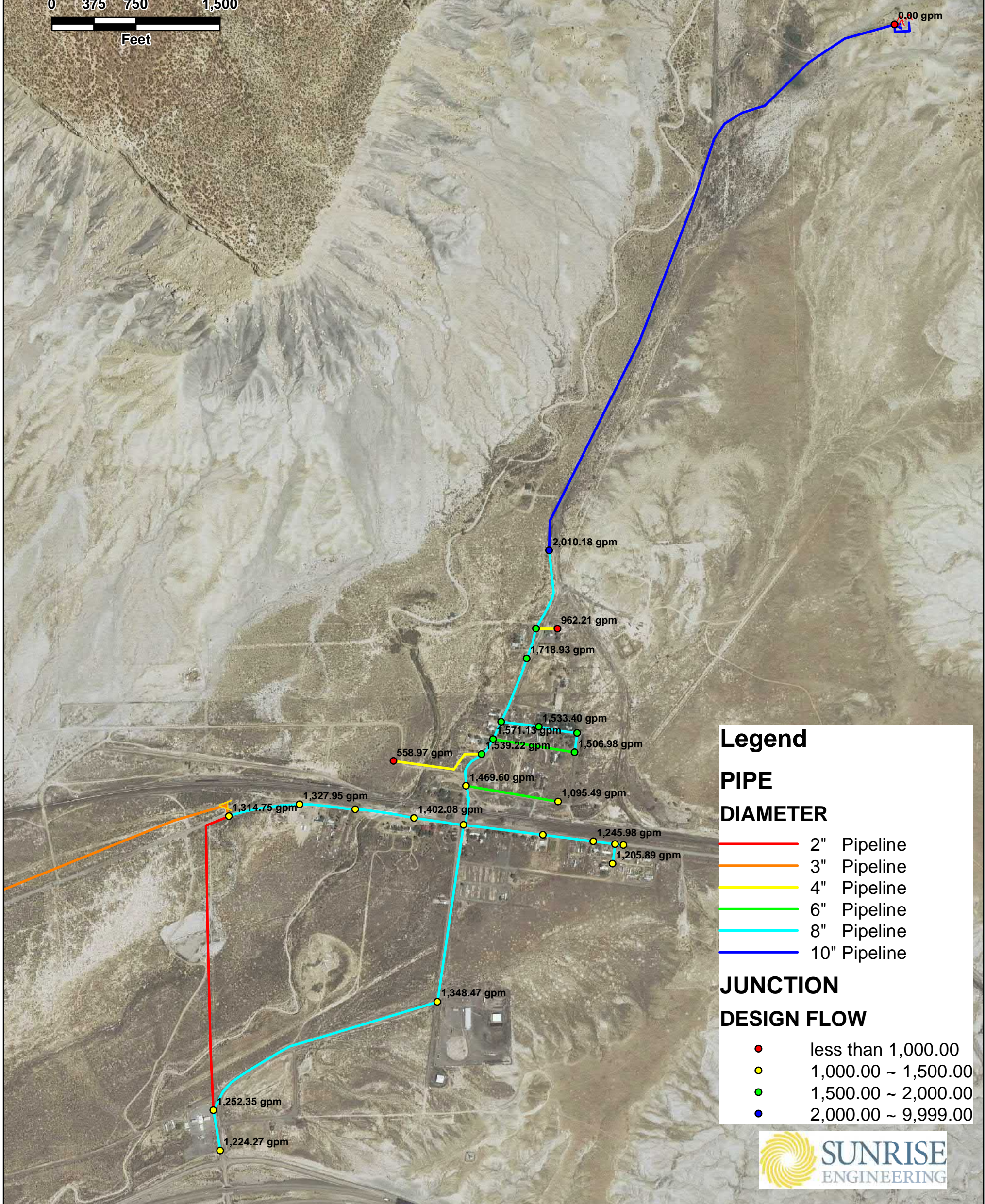
- less than 20.00
- 20.00 ~ 40.00
- 40.00 ~ 60.00
- 60.00 ~ 90.00
- 90.00 ~ 999.00



EXHIBIT 3:
*AVAILABLE FIRE FLOW – CURRENT
PEAK DAY DEMANDS*

THOMPSON SPRINGS

Available Fire Flow Current Peak Day Demand



Legend

PIPE DIAMETER

- 2" Pipeline
- 3" Pipeline
- 4" Pipeline
- 6" Pipeline
- 8" Pipeline
- 10" Pipeline

JUNCTION DESIGN FLOW

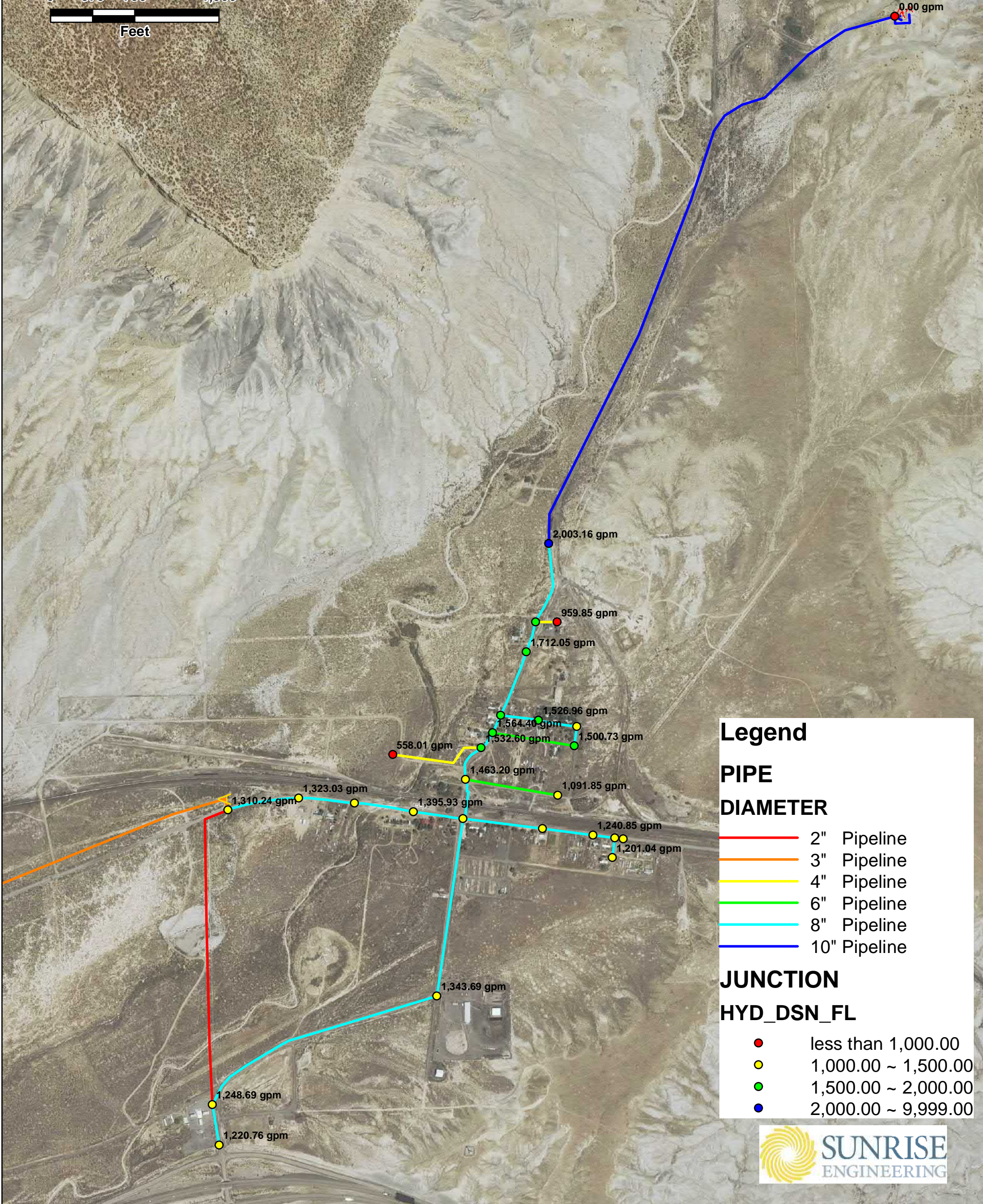
- less than 1,000.00
- 1,000.00 ~ 1,500.00
- 1,500.00 ~ 2,000.00
- 2,000.00 ~ 9,999.00



EXHIBIT 4:
*AVAILABLE FIRE FLOW – 20 YEAR
PROJECTED PEAK DAY DEMANDS*

THOMPSON SPRINGS

Available Fire Flow Projected Peak Day Demand



Legend

PIPE DIAMETER

- 2" Pipeline
- 3" Pipeline
- 4" Pipeline
- 6" Pipeline
- 8" Pipeline
- 10" Pipeline

JUNCTION HYD_DSN_FL

- less than 1,000.00
- 1,000.00 ~ 1,500.00
- 1,500.00 ~ 2,000.00
- 2,000.00 ~ 9,999.00



APPENDIX A:

WINTER VS SUMMER USAGE ANALYSIS

Estimated Irrigated Area for Residential Connections		
Average Residential Summer Usage	11,855	Gallons/Connection/Month
Average Residential Winter Usage	2,381	Gallons/Connection/Month
$11,855 - 2,381 = 9,474$		
Estimated Residential Outdoor Usage	9,474	Gallons/Connection/Month
$\frac{9,474}{30} = 315.8$		
Estimated Residential Outdoor Usage	315.8	Gallons/Connection/Day
Irrigation Water Requirement	2,401.48	Gallons/Acre/Day
Estimated % of Outdoor Culinary Users	100%	
$\frac{315.8}{2,401.48} = 0.131$		
Estimated Irrigated Area	0.131	Irrigated Acres/Connection
Estimated Irrigated Area Used in 5-Point	0.143	Irrigated Acres/Connection

Estimated Irrigated Area for Commercial Connections		
Average Commercial Summer Usage	15,738	Gallons/Connection/Month
Average Commercial Winter Usage	7,920	Gallons/Connection/Month
$125,900 - 63,363 = 62,537$		
Estimated Commercial Outdoor Usage	7,817	Gallons/Connection/Month
$\frac{62,537}{30} = 2,084.6$		
Estimated Commercial Outdoor Usage	260.6	Gallons/Connection/Day
Irrigation Water Requirement	2,401.48	Gallons/Acre/Day
Estimated % of Outdoor Culinary Users	100%	
$\frac{260.6}{2,401.48} = 0.109$		
Estimated Irrigated Area	0.109	Irrigated Acres/Connection
Estimated Irrigated Area Used in 5-Point	0.100	Irrigated Acres/Connection

**Thompson Springs Culinary Spring Flow Measurements
2018 to Present**

Monthly Spring Flow Measurements (gallons per minute)				
	2018	2019	2020	2021
Jan	85	67	119	62
Feb	86	88	114	71
Mar	84	93	110	75
Apr	98	87	110	89
May	90	99	105	106
Jun	97	104	112	112
Jul	89	93	121	--
Aug	75	100	130	--
Sep	62	100	119	--
Oct	64	98	96	--
Nov	66	100	87	--
Dec	67	105	74	--
25th Percentile Spring Flow = 84 gpm				

APPENDIX B:

ENGINEER'S OPINION OF PROBABLE COSTS

THOMPSON SPECIAL SERVICE DISTRICT
2020 Budget/ 2020 Approved Budget/ 2021 Approved Budget/ 2021 Amended Budget

REVENUES	Approved budget 2019	Actual budget 2019	Actual 2020 Budget	Approved 2020 Budget	Approved 2021 Budget	2021 ammended approved
Charges for Services	18,500.00	25,005.00	31,536.76	25,000	25,000.00	28,000.00
Load-out Sales	9,000.00	5,938.00	14,017.02	6,000.00	7,000.00	7,500.00
UDOT Ccontract	8,260.00	7,509.00	7,750.00	8,000.00	7,750.00	7,750.00
Backhoe Savings acct	3,000		2,859.82	2,313.00	2,859.44	2,859.44
Connection Saving			3,892.22		2,500.00	2,500.00
Transfer Funds from PTIF (retained earnings)	2,000.00	10,000.00	4,830.00	2,500.00	2,000.00	6,000.00
Transfer Fund to PTIF	1,300.00	1,500.00	-10,885.26			
PTIF interest			552.38	1,200	1,000.00	1,000.00
Construction Grant						
Construction Loan						
Other Income (late fees; refunds)	600	462	1,117.44	300	300	300
REVENUE SUBTOTAL	42,660.00	50,414.00	55,670.38	45,313.00	48,409.44	55,909.44
Activation Fee			379.5			100
Hook-up fees		6,116.00	1,200.00	1,500.00		1,200.00
Reactivation fee					100	100
Impact Fees		1,280.00				
TOTAL REVENUE	42,660.00	57,810	57,249.88	46,813.00	48,509.44	57,309.44

EXPENSES							
	Loan/Division of Drinking Water	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
	Truck Expenses	2,500.00	2,435.00	443.56	1,500	1,000.00	1,000.00
	Backhoe Expenses	1,500.00	420	174.56	500	350	500
	Utilities:						
	Dumpster	180	180	185	180	185	200
	Electricity	400	615	468.82	600	600	700
	Telephone/Internet	1,920.00	2,374.00	1,584.70	2,300.00	2,300.00	1,000.00
	Rent	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
	Propane		150	794.2	1,000.00	1,000.00	1,000.00
	Plumbing Supplies/Parts	1,000.00	4,729.00	5,736.58	1,000.00	1,000.00	1,000.00
	Credit Card		1,036.00				
	Office Administrative Costs		2,868.00	2,332.15	1,200.00	1,200.00	2,000.00
	Office Equipment	800					500
	Bank Charges	50			50.00		
	Postage	300	280	253.86	275.00	310	400
	Advertising	100	876	497.25	200.00	900	900
	Insurance (Bond: Liability)	4,100.00	2,766.00	2361.02	2,500.00	2,800.00	2,800.00
	Dues (Blue Stakes, RWA, UASD)	400	479	712.48	200.00	1,000.00	1,000.00
	Travel/School	1,000.00	1,025.00		1,000.00	1,500.00	2,000.00
	Professional Services (Accountant: Legal: Consultant)	1,200.00	1,490.00	2,869	1,300.00	3,000.00	3,000.00
	Water Samples	300.00	816	935.53	350.00	600	700
	Chlorine		459	94.13	1,000.00	200	200.00
	Engineers						
	Building Repairs	500	2,225.00	513.86	500.00	350	350
	Loadout System						7,500.00
	Source Protection	500					
	Payroll-						
	Wages	12,000.00	14,788.00	15,065.00	15,912.00	16,000.00	16,000.00
	Labor		1,534.00		500	500.00	500
	Payroll Taxes	2,800.00	1,859.00	3,139.85	2,000.00	3,000.00	3,500.00
	Transfer Funds to PTIF		8,000.00				
	Capital Facilities Replacement Fund (10%)	4,200.00		4,500.00	4,500.00	4,500.00	4,500.00
	Bond Reserve (DDW Loan)	400	400	400	400	400	400
	TOTAL EXPENSES	41,650.00	57,304.00	55,537.08	44,467.00	48,195.00	57,150.00
	SUBTOTAL (Revenues -Expenses)	1,010.00	506	1,712.80	2,346.00	314.44	159.44
	Depreciation						
	Operating Margin						

APPENDIX C:

CONCEPTUAL FUNDING PLANS

Thompson Springs Water Improvements Project

Proposed Funding Plan - RD

Sep-21

Total Project Cost \$ **334,000.00**

Proposed Funding:	% of Project	
Self Participation	0%	-
USDA RD Loan	70%	233,800.00
USDA RD Grant	30%	100,200.00
	100%	

Total Project Funding \$ **334,000.00**

Annual Expenses: (Projected)

2020-2021 Year (ESTIMATED) 40,067.00

Total Operation and Maintenance 40,067.00

Existing Debt Service:

Various Debt Service Costs 4,400.00

Total Existing Debt Service **4,400.00**

New Debt Service:

USDA RD Loan 40 2.50% 233,800.00 \$9,313.70

10% Debt Reserve \$931.37

Total Estimated New Debt Service **\$10,245.07**

Total Annual Income Required \$54,712.07

Annual Income:

Total Number of Active ERC's Billed 71

Total Annual Income Required 54,712.07

Total Annual Income Required w/ 1.25% debt service coverage 58,373.33

Average Monthly Water User Rate \$ **68.51**

Average Monthly Overages

Average Monthly Total Water User Rate \$ **68.51**

Median Adjusted Gross Income (2019 MAGI) 26,000.00

1.75% of MAGI Per Month \$ 37.92

% of MAGI Per Month Projected 3.16%

Thompson Springs Water Improvements Project

Proposed Funding Plan - DDW

Sep-21

Total Project Cost **\$ 334,000.00**

Proposed Funding:	% of Project	
Self Participation	0%	-
Drinking Water Loan	80%	267,200.00
Drinking Water Grant	20%	66,800.00
	100%	

Total Project Funding **\$ 334,000.00**

Annual Expenses: (Projected)

2020-2021 Year (ESTIMATED)	40,067.00
Total Operation and Maintenance	40,067.00

Existing Debt Service:

Various Debt Service Costs	4,400.00
Total Existing Debt Service	4,400.00

New Debt Service:

DDW Loan	30	2.50%	267,200.00	\$12,766.16
10% Debt Reserve				\$1,276.61
Total Estimated New Debt Service				\$14,042.74

Total Annual Income Required **\$58,509.74**

Annual Income:

Total Number of Active ERC's Billed	71
Total Annual Income Required	58,509.74
Total Annual Income Required w/ 1.25% debt service coverage	63,120.43
Average Monthly Water User Rate	\$ 74.09
Average Monthly Overages	
Average Monthly Total Water User Rate	\$ 74.09
 Median Adjusted Gross Income (2019 MAGI)	 26,000.00
1.75% of MAGI Per Month	\$ 37.92
% of MAGI Per Month Projected	3.42%

Thompson Springs Water Improvements Project

Proposed Funding Plan - CIB

Sep-21

Total Project Cost **\$ 334,000.00**

Proposed Funding:	% of Project	
Self Participation	0%	-
CIB Loan	50%	167,000.00
CIB Grant	50%	167,000.00
	100%	

Total Project Funding **\$ 334,000.00**

Annual Expenses: (Projected)

2020-2021 Year (ESTIMATED) 40,067.00

Total Operation and Maintenance 40,067.00

Existing Debt Service:

Various Debt Service Costs 4,400.00

Total Existing Debt Service **4,400.00**

New Debt Service:

CIB Loan 30 1.50% 167,000.00 \$6,953.72

10% Debt Reserve \$695.37

Total Estimated New Debt Service **\$7,649.05**

Total Annual Income Required **\$52,116.05**

Annual Income:

Total Number of Active ERC's Billed 71

Total Annual Income Required 52,116.05

Total Annual Income Required w/ 1.25% debt service coverage 55,128.32

Average Monthly Water User Rate **\$ 64.70**

Average Monthly Overages

Average Monthly Total Water User Rate **\$ 64.70**

Median Adjusted Gross Income (2019 MAGI) 26,000.00

1.75% of MAGI Per Month **\$ 37.92**

% of MAGI Per Month Projected 2.99%

APPENDIX D:

2020 APPROVED BUDGET - WATER

THOMPSON SPECIAL SERVICE DISTRICT
2020 Budget/ 2020 Approved Budget/ 2021 Approved Budget/ 2021 Amended Budget

REVENUES	Approved budget 2019	Actual budget 2019	Actual 2020 Budget	Approved 2020 Budget	Approved 2021 Budget	2021 ammended approved
Charges for Services	18,500.00	25,005.00	31,536.76	25,000	25,000.00	28,000.00
Load-out Sales	9,000.00	5,938.00	14,017.02	6,000.00	7,000.00	7,500.00
UDOT Ccontract	8,260.00	7,509.00	7,750.00	8,000.00	7,750.00	7,750.00
Backhoe Savings acct	3,000		2,859.82	2,313.00	2,859.44	2,859.44
Connection Saving			3,892.22		2,500.00	2,500.00
Transfer Funds from PTIF (retained earnings)	2,000.00	10,000.00	4,830.00	2,500.00	2,000.00	6,000.00
Transfer Fund to PTIF	1,300.00	1,500.00	-10,885.26			
PTIF interest			552.38	1,200	1,000.00	1,000.00
Construction Grant						
Construction Loan						
Other Income (late fees; refunds)	600	462	1,117.44	300	300	300
REVENUE SUBTOTAL	42,660.00	50,414.00	55,670.38	45,313.00	48,409.44	55,909.44
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Hook-up fees		6,116.00	1,200.00	1,500.00		1,200.00
Reactivation fee					100	100
Impact Fees		1,280.00				
TOTAL REVENUE	42,660.00	57,810	57,249.88	46,813.00	48,509.44	57,309.44

EXPENSES	Approved budget 2019	Actual budget 2019	Actual 2020 Budget	Approved 2020 Budget	Approved 2021 Budget	2021 ammended approved
Loan/Division of Drinking Water	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Truck Expenses	2,500.00	2,435.00	443.56	1,500	1,000.00	1,000.00
Backhoe Expenses	1,500.00	420	174.56	500	350	500
Utilities:						
Dumpster	180	180	185	180	185	200
Electricity	400	615	468.82	600	600	700
Telephone/internet	1,920.00	2,374.00	1,584.70	2,300.00	2,300.00	1,000.00
Rent	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Propane		150	794.2	1,000.00	1,000.00	1,000.00
Plumbing Supplies/Parts	1,000.00	4,729.00	5,736.58	1,000.00	1,000.00	1,000.00
Credit Card		1,036.00				
Office Administrative Costs		2,868.00	2,332.15	1,200.00	1,200.00	2,000.00
Office Equipment	800					500
Bank Charges	50			50.00		
Postage	300	280	253.86	275.00	310	400
Advertising	100	876	497.25	200.00	900	900
Insurance (Bond: Liability)	4,100.00	2,766.00	2361.02	2,500.00	2,800.00	2,800.00
Dues (Blue Stakes, RWA, UASD)	400	479	712.48	200.00	1,000.00	1,000.00
Travel/School	1,000.00	1,025.00		1,000.00	1,500.00	2,000.00
Professional Services (Accountant; Legal; Consultant)	1,200.00	1,490.00	2,869	1,300.00	3,000.00	3,000.00
Water Samples	300.00	816	935.53	350.00	600	700
Chlorine		459	94.13	1,000.00	200	200.00
Engineers						
Building Repairs	500	2,225.00	513.86	500.00	350	350
Loadout System						7,500.00
Source Protection	500					
Payroll-						
Wages	12,000.00	14,788.00	15,065.00	15,912.00	16,000.00	16,000.00
Labor		1,534.00		500	500.00	500
Payroll Taxes	2,800.00	1,859.00	3,139.85	2,000.00	3,000.00	3,500.00
Transfer Funds to PTIF		8,000.00				
Capital Facilities Repacement Fund (10%)	4,200.00		4,500.00	4,500.00	4,500.00	4,500.00
Bond Reserve (DDW Loan)	400	400	400	400	400	400
TOTAL EXPENSES	41,650.00	57,304.00	55,537.08	44,467.00	48,195.00	57,150.00
SUBTOTAL (Revenues -Expenses)	1,010.00	506	1,712.80	2,346.00	314.44	159.44
Depreciation						
Operating Margin						

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022
 Agenda Item: J

TITLE:	REPEALING TITLE 5 (BUSINESS LICENSES) OF THE GRAND COUNTY GENERAL ORDINANCES AND RELATED ORDINANCE NO. 632 AND ADOPTING NEW TITLE 5 (BUSINESS LICENSES)
FISCAL IMPACT:	\$___ for additional staff in the Clerk’s office (or Economic Development?) to help manage the business licensing program, including compliance, plus unknown fiscal impact for meaningful enforcement
PRESENTER(S):	Christina Sloan, County Attorney, and Josh Green, Code Compliance Officer with input from the Sheriff and Clerk

Prepared By:

 Christina Sloan,
 County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

 Complete

RECOMMENDATION:

I move to recommend the County Commission repeal Title 5 (Business Licenses) of the Grand County General Ordinances and related Ordinance No. 632 and adopt new Title 5 (Business Licenses) of the Grand County General Ordinances.

BACKGROUND:

While the County just updated Title 5 on March 5, 2021 via Ordinance No. 629 and again on April 15, 2021 via Ordinance No. 632, another repeal and replacement is necessary to better refine procedures and timelines for effective enforcement, specifically including the timeline for vehicle licensing and noise testing, and require additional copies of certain sales tax filings of certain businesses.

Ordinance 632 requires ATV Businesses to test their ATV Fleets for noise compliance by the end of January each year, which is the current business license renewal deadline. However, ATV Businesses are turning over all or substantially all of their ATV Fleets each winter. Thus, this timeline is slightly too early to be effective. Separating the vehicle licensing process from general business licensing and requiring noise compliance testing by the end of June each year will resolve this issue. The proposed revisions also allow the County to test only those like-kind vehicles in each ATV Fleet rather than every single vehicle and require the ATV Business to execute an Affidavit that prohibits ATV modifications.

Re. the occupancy/rental and sales tax reporting requirements, counties across the State, including Grand County, are increasingly determining that sales taxes, including but not limited to TRT, are not being paid correctly by overnight accommodation businesses and motor vehicle rental businesses that also provide guiding services. The County has received complaints from local businesses in town who are being undercut by similar businesses who are not collecting or filing the required taxes. While the

County does not have the power to audit/enforce tax filings/payments, which power is reserved to the Utah Tax Commission, the County does have the power to investigate legal compliance and require certain proof of certain tax education and copies of tax filings as part of its business licensing process. For this reason, the revisions include a requirement that each of these businesses attest to attendance of a tax workshop by the Utah Tax Commission in 2022 and then at least once every three years thereafter, and provide occupancy/rental reports and copies of tax filings/payments prior to license renewal.

ATTACHMENT(S):

1. Proposed Ordinance
2. Exhibit A, proposed Title 5 Amendments, redlined against current regulations

GRAND COUNTY, UTAH
ORDINANCE NO. ____ (2022)

REPEALING TITLE 5 (BUSINESS LICENSES) OF THE GRAND COUNTY GENERAL ORDINANCES AND RELATED ORDINANCE NO. 632 AND ADOPTING NEW TITLE 5 (BUSINESS LICENSES) OF THE GRAND COUNTY GENERAL ORDINANCES

WHEREAS, Chapter 27a of Title 17 of the Utah Code requires the County to provide for the health, safety, and welfare of its residents; to improve the peace and good order, comfort, convenience, and aesthetics of the County; protect the tax base; foster the state’s agricultural and other industries; promote the orderly development of urban and nonurban development; and provide fundamental fairness in land use regulation;

WHEREAS, Utah Code § 17-53-216 permits the County’s legislative body, by ordinance, to provide for the licensing of businesses for the purpose of regulation;

WHEREAS, as provided in Utah Code § 17-50-302, the County may exercise powers and perform functions that are reasonably related to the “safety, health, morals, and welfare of County inhabitants,” including the levy and collection of taxes and assessment;

WHEREAS, in further exercise of the County’s general powers, as provided in Utah Code § 17-53-223, the county may “pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by this title, and as are necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the county and its inhabitants, and for the protection of property in the county;”

WHEREAS, as provided in Utah Code § 17-53-216, the County may adopt ordinances which provide for the licensing of businesses defined as “any enterprise carried on for the purpose of gain or economic profit,” within their jurisdictions for the purpose of regulation and includes the power to deny, revoke, or suspend such license;

WHEREAS, Utah Code § 59-1-210 reserves the power to administer, supervise, and enforce the tax laws of the State to the Utah Tax Commission but does not limit the power of the County to investigate public officers, persons, and officers or agents of corporations for failure or neglect to comply with the statutes governing the reporting, assessment, and taxation of property;

WHEREAS, Grand County adopted amended business licensing and alcohol regulations via Ordinance No. 635 (2021), which are codified in Title 5 (Business Licenses) of the Grand County General Ordinances;

WHEREAS, in light of an increase in Excessive and Unusual Noise created by motor vehicles in the County, including street-legal ATVs rented/leased and used by local businesses, the County desires to update Title 5 to more effectively regulate such ATV Businesses and their ATV Fleets;

WHEREAS, numerous studies have found noise pollution increases anxiety, depression, high blood pressure, heart disease, and stroke; small increases in unwanted ambient sound have significant health effects¹ and noise aggravates health conditions by inducing higher levels of stress;² and

WHEREAS, the procedures and timelines set forth in Ordinance No. 635 have proven to be less efficient in reducing and/or mitigating noise from ATV Fleets, in particular the timing for requiring vehicle licensing and compliance with Title 11 via noise testing;

WHEREAS, local Overnight Accommodation and Motor Vehicle Businesses are or may be under-reporting and under-paying sales and use taxes based on misunderstandings of tax requirements and classifications, which tax information, including occupancy and rental reporting, and payments are critical to the ability of Grand County to efficient run its local government, mitigate the impacts of its tourism economy, mitigate the impacts of its ATV economy, and increase economic diversity to the benefit of the community; and

WHEREAS, upon consideration of this matter at a public meeting on February 1, 2022, the Grand County Commission determined this Ordinance is in the best interests of the public;

NOW, THEREFORE, BE IT ORDAINED that the Grand County Commission hereby:

1. Repeals Title 5 (Business Licenses) to the Grand County General Ordinances and related Ordinance No. 632; and
2. Adopts new Title 5 (Business Licenses) of the Grand County General Ordinances as follows: *see Exhibit A*

To preserve the peace and health of the County, its residents, and its visitors, this Ordinance shall take effect immediately upon publication in the *Times Independent* pursuant to Utah Statute.

¹ Jariwala, Noise Pollution and Human Health: A Review, https://www.researchgate.net/publication/319329633_Noise_Pollution_Human_Health_A_Review

² Floud, Medication use in relation to noise from aircraft and road traffic in six European countries: results of the HYENA study, <https://pubmed.ncbi.nlm.nih.gov/21084328/>; Schmidt, Effect of nighttime aircraft noise exposure on endothelial function and stress hormone release in healthy adults <https://academic.oup.com/eurheartj/article/34/45/3508/435199>; Hahad, Annoyance to Different Noise Sources is Associated With Atrial Fibrillation, [https://www.internationaljournalofcardiology.com/article/S0167-5273\(17\)37174-7/fulltext](https://www.internationaljournalofcardiology.com/article/S0167-5273(17)37174-7/fulltext); Orban, Residential Road Traffic Noise and High Depressive Symptoms after Five Years of Follow-up: Results from the Heinz Nixdorf Recall Study, <https://ehp.niehs.nih.gov/doi/10.1289/ehp.1409400>

ADOPTED by the Commission in a public meeting on February 1, 2022 as follows:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission:

ATTEST:

Gabriel Woytek, Chair

Quinn Hall, Clerk/Auditor

Title 5

BUSINESS LICENSES

Chapters:

- 5.01 General Regulations
- 5.02 Motor Vehicles
- 5.03 Overnight Accommodations
- 5.04 Alcoholic Beverages
- 5.05 Penalties-Violations

Chapter 5.01

GENERAL REGULATIONS

Sections:

- 5.01.010 Purpose
- 5.01.020 Definitions
- 5.01.030 License required; Exemptions
- ~~5.01.040 Non-Conforming Uses~~
- 5.01.0450 Term; Renewal; Reapplication
- 5.01.0560 License fees
- 5.01.0670 License application, general
- 5.01.0780 Contents of application
- 5.01.0890 Display of license
- 5.01.09400 Inspection
- 5.01.10440 Compliance with law
- 5.01.11420 Transferability
- 5.01.12430 License issuance or denial
- 5.01.13440 Revocation
- 5.01.14450 Appeal

5.01.010 Purpose

Pursuant to powers granted by the State of Utah as set forth in various provisions of the Utah Code, as amended, the County intends by this Title to regulate and license businesses and occupations within its unincorporated limits, to maintain a current index of licensed businesses and occupations, and to regulate licensed entities. Where this Chapter imposes a greater restriction upon persons, premises or personal property than is imposed or required by such existing provisions of law, contract or deed, the provisions of this Title shall

control. The amendment of this Title does not preclude enforcement of violations or collection of business license taxes and penalty fees under this chapter which existed at the time of taxation or violation prior to the implementation of any amendment.

5.01.020 Definitions

For the purposes of this **Title 5 only Chapter**, the following terms shall be defined as follows.

A. “Alcoholic Beverage” shall have the same meaning as that assigned in Utah Code § 32B-1-101, as amended.

B. “ATV” means all-terrain street-legal vehicles as defined under the Utah Traffic Code, including Utah Code § 41-6a-1509.

C. “ATV Business” means all businesses that sell, rent, or guide ATVs or otherwise provide a client experience involving an ATV, including ATV sales and ATV outfitter, guide service, and rental businesses, to the extent permitted in this Title 5 and the Grand County Land Use Code. References to ATV Business shall include its owners, agents, and guides when acting in an official capacity for the ATV Business.

D. “ATV Rental Business” means all businesses that rent or lease ATVs for independent use by a customer for consideration. An ATV Rental Business may also provide ATV outfitting and guide services.

E. “ATV Outfitter and Guide Service Business” means all businesses that rent ATVs or allow use of ATVs during a guided tour or other service with an agent of the ATV Business by a customer for consideration. An ATV Outfitter and Guide Service Business may not provide ATVs rented or leased by a customer for their independent use for consideration.

F. “ATV Fleet” means all ATVs rented/leased, driven, or used by an ATV Business, including ATVs provided to a customer for their use as part of an outfitting or guide service and ATVs driven by an agent.

G. “ATV Rental Fleet” means all ATVs rented or leased by a customer for their independent use for consideration. An ATV Rental Fleet does not include ATVs driven solely by customers during a guided tour.

H. “Business” means and includes all activities or any enterprise, **person, or entity**, engaged in, carried on, or otherwise operated for the purpose of gain or economic profit **in Grand County** regardless of whether profit is made, including Special Events, except that the acts of employees rendering services to employers are not included in this definition.

F. “Community Zone” means an area which is critical to the peace, welfare, health and safety of a community, including designated School Zones; trails, including parkways; parks, open space, and sports facilities maintained by the County or the City of Moab; and areas in which local, state, and federal government offices are located.

G. “Engaging in Business” or “Carrying on Business” means and includes, **but is not limited to, marketing to or having contacts with the public in Grand County, collecting fees in Grand County**, selling property at retail or wholesale, manufacturing goods or property, or rendering personal services for a consideration such as the practice of any profession, trade, craft, business occupation, or other calling **in Grand County**. The rendering of personal services by an employee to an employer under any contract of personal employment shall not be considered as engaging in business.

H. “Home Business” or “Home Based Business” means any Business which is conducted entirely within the principal residential building or within a permitted accessory structure and is clearly incidental, secondary and in addition to the use of the structure for residential dwelling purposes.

I. “License” means a certificate or document issued by the county evidencing permission or authority of its named holder to carry on a particular business or to pursue a particular occupation.

J. “Licensee” means the person to whom a license has been issued pursuant to the provisions of this chapter or to whom a consent, permit or registration has been granted pursuant to the provisions of this chapter when the term “licensee” is used in a general sense of this definition.

K. “Local Consent” means an authorization to sell, store, or otherwise lawfully use Alcoholic Beverages granted by the Grand County Commission under this Chapter and as required by the Utah Department of Alcoholic Beverage Control (“DABC”). As used herein, Local Consent shall include a Special Use Permit Local Consent for Special Events, as required by DABC.

L. **“Motor Vehicle Business” means a Business which rents or leases Motor Vehicles, or otherwise provides a Motor Vehicle to a customer for their use as part of an outfitting or guide service, including but not limited to ATV Businesses.**

M. “Non-Conforming Use” means a legal and continued use of property that was allowed under the zoning regulations at the time the use was established but which, because of subsequent changes in those regulations, is no longer a permitted use.

N. “Parcel of Real Property” shall mean any an identifiable unit of land that has been subdivided or condominiumized or is otherwise treated as separate for valuation or zoning purposes and represented by a unique Parcel Number assigned by Grand County;

O. “Person” means any individual, receiver, assignor, trustee in bankruptcy, trust, estate, firm, general or limited partnership, joint venture, club, company, joint stock company, business trust, corporation, association, society, limited liability company, or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

P. “Place of Business” means a location maintained or operated within the County at which a person engages in business and shall include taverns, cabarets, and any other place where the general public is invited or admitted for business purposes.

Q. “Principal Office Address” means the main office or headquarters of the business, at which location business decisions are made.

R. “Retailer” means any person engaged in the sale or distribution of beer to the consumer.

S. “Short-Term Accommodations” shall have the meaning assigned in Article 10 of the Grand County Land Use Code, as amended.

T. “Special Events” shall have the meaning assigned in Section 8.16.030 of the Grand County General Ordinances.

U. “Overnight Accommodation Business” means any Business which rents or leases Short-Term Accommodations for less than thirty (30) days, as defined by the Grand County Land Use Code, as amended.

V. “Owner” means any person or entity with an interest in and often dominion over the property, with exclusive use, control, or possession of property.

W. “Vehicle” or “Motor Vehicle” means any vehicle included within Utah Code § 41-1a-102, including ATVs.

X. “Wholesaler” means any person or persons other than a brewer engaged in the distribution of Alcoholic Beverages in wholesale or jobbing quantities, to retailers.

5.01.030 License required; Exemptions;

A. *Licensed required.*

1. It is unlawful for any Person to engage in, carry on, or operate any Business within, or use, operate, or maintain a physical location in, the unincorporated area of Grand County, State of Utah without first obtaining a business license required by this Chapter for each Principal Office Address, except as provided in Section 5.01.030.B.

2. It is unlawful for any Person to engage in, carry on, or operate any Overnight Accommodation Business within the unincorporated area of Grand County, State of Utah without first obtaining a business license required by this Chapter for each separate Parcel of Real Property rented or leased for Short Term Accommodations.

3. Every Person desiring to engage in business in the unincorporated areas of Grand County on a temporary basis shall be required to obtain a temporary business license before commencing to engage in such business. Temporary business licenses shall be good for thirty-one (31) calendar days from the date of issue.

4. Except as otherwise provided by Grand County Ordinance, all Special Events require a general or temporary business license.

5. ~~Subject to Section 5.01.040, a~~ All Businesses operating in a Non-Conforming Use require a general business license.

B. *Exemptions.* The following Businesses are exempt from the licensing requirements of this Chapter:

1. Businesses operated only occasionally by a Person under 18 years of age; and

2. Businesses without a physical location in the County IF 1) they are licensed by the City of Moab or the Town of Castle Valley; 2) the use permitted by the reciprocal license is otherwise legal in Grand County under local, state, and federal law, including but not limited to the Grand County General Ordinances and the Land Use Code; and 3) any Person doing Business in the unincorporated County shall provide to the office of the County Clerk a copy of its business license application within five (5) business days of submission to the City of Moab or Town of Castle Valley and a copy of its business license within five (5) business days of issuance by the City of Moab or Town of Castle Valley. In the event an exempt Business violates this Title 5, the County may revoke the exemption pursuant to the procedures set forth herein, including but not limited to Sections 5.01.140 and 5.01.150.

5.01.040 ~~Non-Conforming Uses.~~

~~A. *Expansions prohibited.* Expansions of Non-Conforming Uses are prohibited.~~

~~B. *Abandonment.* Nonconforming uses shall be deemed abandoned if they are discontinued for more than six months or change the location of its Principal Office Address without obtaining a new business license as required hereunder.~~

~~C. *Burden of Proof.* Any person asserting a right to a Non-Conforming Use has the burden of proof to demonstrate that the nonconformity was legally established prior to and continued since the change in zoning.~~

5.01.050 — Term; Renewal; Reapplication

A. *Term.* Licenses issued under this Chapter shall be valid upon approval until **January** ~~December~~ 31 of the year **following** of issuance, **except for Vehicle Licenses which shall be valid upon approval until the following February 28.** All license fees provided in this Chapter shall be paid annually in advance by the Licensee to the office of the County Clerk upon application and on or before January 31 of each year. No license fee or any part thereof shall be refunded for any reason whatsoever after the license has been granted or issued.

B. *Renewal.*

1. On or before January 1 each year, the office of County Clerk shall send a **general business license** renewal application to each Licensee which shall state the amount of the license fee imposed for the year. On or before February 1 each year, the office of County Clerk shall send a **vehicle license** renewal application to each Licensee which shall state the amount of the license fee imposed for the year. The renewal applications shall be returned by the Licensee to the office of the County Clerk according to the renewal application directions.

2. Renewal of licenses is not of right and no claim of vested rights shall inure to a Licensee who has received licenses in past years.

C. *Reapplication.* A new business license is required where the Business moves its Principal Office Address or desires to add uses to their business license, in which event the Business shall submit a new business license application to the office of the County Clerk with the licensing fee established for new applications in the Grand County Consolidated Fee Schedule.

5.01.0560 License fees

License fees shall be established by the Grand County Consolidated Fee Schedule, prorated on a quarterly basis for applications submitted after Quarter 1 **of the effective licensing year**, and paid prior to issuance of any License by the County; provided, however, that Home Businesses, as defined hereunder, are exempt from the license fee pursuant to Utah Statute § 17-53-216, as amended.

5.01.0670 License application, general

A. All applications for business licenses shall be submitted to the office of the County Clerk on forms provided for that purpose with the accompanying license fee required by the Grand County Consolidated Fee Ordinance.

B. Submission of a business license application does not constitute approval.

C. Beginning February 28, 2022, all Motor Vehicle Businesses ~~selling, renting or leasing Motor Vehicles~~ shall submit a Vehicle License Application to the office of the County Clerk on forms provided for that purpose. The Vehicle License Application is required in addition to the general business license for all other other business uses, even if conducted by the same business entity.

D. The general business license required by this Title is in addition to all other approvals, licenses and permits required by other County ordinances, or state or federal law, including those additional requirements for Motor Vehicle and Overnight Accommodation Businesses set forth in Chapters 5.02 and 5.03.

5.01.0780 Contents of application

A. All applications for any type of business license, including renewal applications, shall include:

1. Name and contact information of the Business;
2. Name and contact information for the Responsible Person for the Business ~~to whom the license shall be issued,~~
3. Nature of the Business and Description of Business Use;
4. Principal Office Address;
5. Mailing address, if different;
6. Physical address ~~Place of Business~~, if different;
7. Sales and Use Tax License Number;
8. Certificate of Existence from the Division of Corporations;
9. Statement of Authority proving signatory authority for the Business;
10. For Motor Vehicle Businesses, as required by Chapter 5.02:
 - i. Fleet Inventory;
 - ii. Noise Compliance Certificate;
 - iii. Sales and Use Tax Workshop Certificate or Affidavit of Attendance;
 - iv. Sales Tax Affidavit;
 - v. ATV Affidavit (for ATV Businesses only); and
 - vi. Rental Reporting.
11. For Overnight Accommodation Businesses, as required by Chapter 5.03:
 - i. Parcel No. for each Parcel of Real Property;
 - ii. Sales Tax License Number or AirBnB/VRBO Account Number, or similar equivalent;
 - iii. Number of rooms used for Short Term Accommodations;
 - iv. Sales and Use Tax Workshop Certificate or Affidavit of Attendance;
 - v. Sales Tax Affidavit; and
 - vi. Occupancy Reporting;
12. Signatures of County officials and designees, including:

- i. Building Inspector;
- ii. Planning and Zoning;
- iii. Fire Department; and
- iv. Sanitarian/Health Department;

13. Fee(s) established by the Grand County Consolidated Fee Schedule, prorated on a quarterly basis for applications submitted after Quarter 1 (January-March); and

14. Additional documentation as the County may reasonably require.

5.01.0890 Display of license

Every License granted under this Chapter shall be displayed in a prominent place and shall be available for inspection by any official or officer of Grand County. Every Licensee not having a fixed Place of Business shall carry such license, or a copy thereof, with them at all times while carrying on their Business and shall produce the License for inspection when requested to do so by any person.

5.01.09100 Inspection

A. Prior to issuance of a new License required hereunder, the applicant shall permit inspections to be made of the prospective Principal Office and Place of Business, if different, by the appropriate department of the county or other governmental agency to ensure compliance with zoning, fire, health and safety codes. No license shall be granted without the approval of all such required inspections.

B. Licensed Places of Businesses may be inspected periodically by departments of the county for compliance with License conditions, law or policy, and/or zoning, fire, health and safety codes and orders.

C. Written notice of violation shall be given by the inspecting agent of the County to a Licensee upon the finding of any violation, which notice shall provide for a reasonable period not to exceed thirty (30) days in which to cure such violations. If a Licensee fails to cure such violations, the County may pursue all remedies available to it under law, including those civil and criminal penalties specifically set forth in Chapter 5.04.

5.01.1040 Compliance with Law

Every Licensee and other Person doing Business in Grand County shall be in compliance with all local, state, and federal law and regulations including this Chapter. Non-compliance shall be a violation of this Title.

5.01.11420 Transferability

A. Except as expressly permitted in this Section 5.01.120.D, no License granted under this Title 5 may be assigned, transferred, or sold by the Licensee nor used for any purpose or Business other than that for which said License was issued.

B. A License issued for a particular location may not be transferred for use to another location.

C. Any License transferred or used in violation of this Section shall be deemed revoked.

D. An ATV Business may transfer its Business License upon the following conditions:

1. The ATV Business is in compliance with local, state, and federal law and all conditions of its license;
2. The ATV Business terminates its existing Business License simultaneously with approval of the new ATV Business License;
3. The new applicant complies with the requirements of this Title; and
4. The County approves the new ATV Business License hereunder.

5.01.124300 License issuance or denial

A. Within thirty (30) days of the County Clerk's receipt of a complete application that includes all of the items required by Section 5.01.080, the office of the County Clerk shall either a) issue the license requested, with or without conditions; or b) deny the license in writing. If the County Clerk determines the application is incomplete, the County Clerk shall provide written notice to the Licensee, and shall reconsider the complete application once submitted. Nothing herein shall limit the County Clerk from conferring with the Commission Administrator or County Attorney when reviewing applications.

B. An application submitted hereunder may be denied if:

1. The Applicant has:
 - i. Obtained a license by fraud, misrepresentation, or deceit;
 - ii. Failed to pay personal property or real property taxes or other required taxes or fees imposed by the County, including prior licensing fees;
 - iii. Violated the laws of the state of Utah, the United States, or Grand County;
 - iv. Failed to comply with the conditions or requirements of a conditional use permit; or
 - v. Failed to comply with the terms of any agreement with the County, including a development agreement or approval; or
2. For conditional uses, reasonable conditions cannot be imposed to substantially mitigate the reasonably anticipated detrimental effects of the proposed use or reasonable conditions cannot be imposed to achieve compliance.

5.01.134400 Revocation

A. The County Clerk or County Commission may revoke a License issued hereunder if the Licensee has:

1. Obtained a license by fraud, misrepresentation, or deceit;

2. Failed to pay license fees or other fees imposed by the County within thirty (30) days of their due date;
3. Failed to pay personal or real property taxes or other required taxes imposed by the County, including prior licensing fees, within thirty (30) days of their due date;
4. Violated the laws of Grand County, the State of Utah, or the United States;
5. Failed to comply with the conditions or requirements of the License or a conditional use permit; or
6. Failed to comply with the terms of any agreement with the County, including a development agreement or approval.

5.01.141500 Appeal

An applicant may appeal a revocation or denial of a License issued under this Chapter by submission of a written request for administrative hearing pursuant to Chapter 1.16 of the Grand County General Ordinances, as amended, within thirty (30) days of the County's written decision.

Chapter 5.02

MOTOR VEHICLES

Sections:

- 5.02.010 Purpose
- 5.02.020 Fleets
- 5.02.030 ATV Business Regulations; **Noise Compliance Certificate**
- 5.02.040 Sales Tax Workshop**
- 5.02.050 Sales Tax Affidavit**
- 5.02.060 ATV Affidavit**
- 5.02.070 Rental Reporting**

5.02.010 Purpose

With this Chapter 5.02, the County's primary purpose is to protect and preserve its residential areas and Community Zones from avoidable noise impacts caused by motor vehicles, including but not limited to street-legal ATVs, creating Excessive or Unusual Noise. The County's secondary purpose is to balance the natural quiet of the surrounding desert landscape with its world-class recreation economy that depends on a variety of users and recreational experiences including mountain bikers, motorized Jeep/4x4 users, hikers, equestrians, hunters, boaters, climbers, dirt bikers, motorcyclists, bird watchers, road bikers, and adventure athletes such as basejumpers and slackliners.

5.02.020 Fleets

A. *Inventory Required.* Each **Motor Vehicle** Business ~~which rents or leases Motor Vehicles, or otherwise provides a Motor Vehicle to a customer for their use as part of an outfitting or guide service,~~ shall file with the office of the County Clerk an inventory list identifying the make, model, year, **parts (OEM or modified)**, type (Jeep/Truck/ATV/UTV/Passenger Car, etc.), and use (tour or rental) of each Motor Vehicle included in their fleet on or before January 31 of each year upon licensing renewal.

B. *Maximum Fleet Size.* An ATV Fleet shall not exceed eighteen (18) street-legal ATVs, and a Rental ATV Fleet shall not exceed the size disclosed in its written inventory filed with the Office of the County Clerk prior to **April 15, 2021** (the date of original adoption of this Section 5.02.020), until such time as all ATVs in the ATV Fleet can meet an 88 dbA maximum sound pressure level under the Stationary/Equipment Test set forth in Table 1, Chapter 11.05 of the General Grand County Ordinances, at which time the maximum fleet size limitation terminates for that ATV Business.

1. This Section does not limit the right of an ATV Business to maintain the ATV Fleet size disclosed in its written inventory filed with the Office of the County Clerk prior to adoption of this Title 5.

5.02.030 General Regulations for ATV Businesses

A. *Maximum Number of ATV Business Licenses.* The office of the County Clerk may issue no more than three (3) Business Licenses to ATV Rental Businesses and four (4) additional Business Licenses to ATV Outfitter and Guide Service Businesses.

B. *ATV Identification.*

1. Each ATV Business shall install stickers identifying the Business Name and Logo **and a unique number provided by the County** on each side of **each ATV in the ATV Fleet**, which stickers shall be of a size that is legible from fifty (50').
2. **Each ATV Business operating within Sand Flats Recreation Area** shall install a whip flag on each ATV in the ATV Fleet identifying it by a unique number provided by the County, which whip flag shall be of a size that is legible from fifty (50').

C. *Maximum Sound Pressure Levels, db(A) for ATVs.* All ATVs in an ATV Fleet, including all those ATVs sold, rented, or driven by an ATV Business (or their owners, agents, and guides), shall not exceed the maximum sound pressure levels established in Title 11 of the Grand County General Ordinances. **Further, an ATV Business shall not use, operate or maintain an ATV in its ATV Fleet with OEM modifications which increases the volume of the machine.** Each ATV Business shall file a certificate of compliance with the Stationary/Equipment test set forth in Table 1, Chapter 11.05 of the Grand County General Ordinances ("Noise Compliance Certificate") issued by the County's Code Compliance

Officer or other designee annually upon renewal of the business license, at the sole cost of the ATV Business pursuant to the fees set forth in the Grand County Consolidated Fee Ordinance. **The County Clerk shall not issue a Vehicle license to an ATV Business until the Noise Compliance Certificate is submitted by the applicant.**

1. **To comply with testing requirements herein, each ATV Business shall subject each “like-kind” ATV in its Fleet to a Stationary/Equipment test with the County’s Code Compliance Officer or other designee pursuant to this Section. As used herein, “like-kind” shall mean the same make, model, year, and parts (OEM or modified), as determined by the Code Compliance Officer upon review of the Vehicle Inventory.**
2. **Notwithstanding the foregoing, all ATVs in an ATV Fleet are subject to reasonable noise testing and inspection as deemed necessary by the County’s Code Compliance Officer or other designee.**
3. **In the event the County receives a noise complaint against an ATV in an ATV Fleet or has other reasonable evidence of modification of an ATV after issuing the Noise Compliance Certificate, the County reserves the right to test that ATV by the Moving/Operational Test set forth in Table 2, Chapter 11.05.**
4. **Each ATV Business shall demonstrate compliance with this Section by February 28, 2022; provided, however, that an ATV Business may elect to trailer their ATVs to trailheads in lieu of meeting the sound pressure level requirement until January 31, 2023 at which time all ATVs in an ATV Fleet must comply with this Section.**

D. *Maximum Caravan Size.* Each ATV Business shall limit the number of ATVs traveling together on paved County B Roads as follows:

1. In a guided tour, the maximum caravan shall be six (6) ATVs, one of which must be driven by a guide representing the ATV Business; and
2. In an unguided rental group, the maximum caravan shall be four (4) ATVs.

E. *Education.* Each ATV Business shall provide education to each client or customer regarding trail and street etiquette and the County’s OHV Speed Limits and Noise Ordinance.

F. *Compliance with County Law.* Each ATV Business, their owners, agents or guides, and clients or lessees, shall comply with County law, including the OHV speed limit and noise regulations set forth in Title 11 (Noise Pollution) of the Grand County General Ordinances.

G. *Enforcement.* Violations of this Section by an ATV Business (including its owner, agent or guide acting in official capacity), or three (3) or more violations of this Chapter 5.02 by a client or lessee of an ATV Business in any calendar year, shall constitute grounds for revocation of the business license under Chapter 5.01.

Each Motor Vehicle Business shall attend a Sales and Use Tax Workshop hosted by the Utah Tax Commission every three years and submit a certificate of attendance issued by UTC or other affidavit of compliance on forms provided by the Grand County Clerk's Office. Existing Motor Vehicle Businesses shall comply with this requirement by the end of Fiscal Year 2022 and once every three years thereafter. New Motor Vehicle Businesses shall comply with this requirement prior to issuance of a business license and every three years thereafter.

5.02.050 Sales Tax Affidavit

Each Motor Vehicle Business shall submit a Sales Tax Affidavit with each business license application and renewal signed by an authorized representative for the Business which attests to the following, in relevant part:

A. ATV/OHV Business Affidavit:

i. Businesses selling, engaging in or carrying on tours or rentals with ATVs, as defined herein, or OHVs, as defined by Utah's Traffic Code, shall collect and pay local and state sales taxes to the Utah Tax Commission at the applicable rate at the time of sale as set forth below, regardless of whether payment is received by credit, cash or other consideration. The applicable sales tax rate for ATV/OHV rentals as of January 1, 2022 is 13.85%, as may be amended by state and local law.

1. The "combined sales and uses tax rate" for Grand County as established by the Utah Tax Commission and published at: <https://tax.utah.gov/sales/rates>, which combined rate as of January 1, 2022 is 6.85%, as may be amended by state and local law; plus

2. OHV rental tax on all short-term rentals of off-highway vehicles and recreational vehicles at the rate of 7% pursuant to Grand County Ordinance No. 641 (2021) and Utah Code § 59-12-603(1)(a)(ii).

ii. In the event the use of an ATV or OHV is permitted as part of a tour or other guided service, the Business shall apply the sales tax to the price of an entire tour package if the Business cannot separately determine the cost of the ATV or OHV use or rental.

iii. The Business understands that the County provides the sales tax rate for the Business' convenience only; it is the responsibility of the Business to know, collect, and pay the applicable sales tax as required by the Utah Sales and Use Tax Act.

iv. The Business understands that the Business and its owners shall be subject to civil and criminal penalties for failure to comply with the Utah Sales and Use Tax Act, and corresponding Grand County Ordinances enacting or imposing permissible sales and uses taxes.

B. Motor Vehicle Business Affidavit:

i. All other Motor Vehicle Businesses selling, engaging in or carrying on tours or rentals with Vehicles not including ATVs, as defined herein, or OHVs, as defined by Utah's Traffic Code, shall collect and pay local and state sales taxes to the Utah Tax Commission at the applicable rate at the time of sale as set forth below, regardless of whether payment is received by credit, cash or other consideration.

The applicable sales tax rate for Vehicle rentals made for the purpose of temporarily replacing a person's motor vehicle that is being repaired pursuant to a repair or an insurance agreement as of January 1, 2022 is 9.35%, as may be amended by state and local law. The applicable sales tax rate for Vehicles other than ATVs, OHVs, and rentals made for the purpose of temporarily replacing a person's motor vehicle that is being repaired pursuant to a repair or an insurance agreement as of January 1, 2022 is 16.35%, as may be amended by state and local law.

1. The "combined sales and uses tax rate" for Grand County as established by the Utah Tax Commission and published at: <https://tax.utah.gov/sales/rates>, which combined rate as of January 1, 2022 is 6.85%, as may be amended by state and local law; plus

2. Motor vehicle rental tax on all short-term leases and rentals not exceeding 30 days at the rate of 2.5% of the price paid or charged, pursuant to Utah Code § 59-12-1201; plus

3. Motor vehicle rental tax on all short-term rentals, except for short-term rentals of motor vehicles made for the purpose of temporarily replacing a person's motor vehicle that is being repaired pursuant to a repair or an insurance agreement, at the rate of 7% pursuant to Grand County Ordinance No. 641 (2021) and Utah Code § 59-12-603(1)(a)(i)(A) and (B);

ii. In the event the use of a motor vehicle is permitted as part of a tour or other guided service, such Businesses shall apply the sales tax to the price of an entire tour package if the Business cannot separately determine the cost of the motor vehicle use or rental.

iii. The Business understands that the County provides the sales tax rate for the Business' convenience only; it is the responsibility of the Business to know, collect, and pay the applicable sales tax as required by the Utah Sales and Use Tax Act.

iv. The Business understands that the Business and its owners shall be subject to civil and criminal penalties for failure to comply with the Utah Sales and Use Tax Act, and corresponding Grand County Ordinances enacting or imposing permissible sales and uses taxes.

5.02.060 ATV Affidavit

ATV Businesses shall submit an ATV Affidavit shall be signed by an authorized representative for the ATV Business with their Vehicle License application and renewal which attests to the following:

A. The ATV Business owns or has a leasehold interest in each ATV identified in the ATV Inventory on the date thereof;

B. The ATV Business shall not alter the OEM mufflers on any ATVs in their ATV Fleet in any way which increases the volume of the machine. If the ATV Business otherwise modifies an ATV in their ATV Fleet in a way that is noise neutral or quieter after the County issues the Certificate of Compliance, the ATV Business shall notify the County and request another noise test to ensure compliance with this Title 5;

C. The ATV Business shall keep records of each modification made to each ATV, which records shall be shared with Grand County upon request in a timely manner; and

D. Violation of Title 5 of the Grand County General Ordinances, as amended, may subject the ATV Business to civil and criminal penalties, including fines or revocation of its business license.

5.02.070 Rental Reporting

Each Motor Vehicle Business shall submit rental reports to the Grand County Clerk's Office showing the number of Rental Reservations sold daily and the average daily rate ("ADR") for said rentals on a quarterly basis via a form or online platform provided by the Clerk's Office.

Chapter 5.03

OVERNIGHT ACCOMMODATIONS

5.03.010 General Regulations for Overnight Accommodations

5.03.020 Sales and Use Tax Workshop

5.03.030 Sales Tax Affidavit

5.03.040 Occupancy Reporting

5.03.010 General Regulations for Overnight Accommodations

A. *Notification.* All **Each** Overnight Accommodations **Business** shall post a laminated 8.5x14" (or larger) sign in a form provided by the County in a conspicuous location near each primary ingress and egress which summarizes the County's Noise Pollution Ordinance; states that the Ordinance is strictly enforced; and requests guests operate their ATVs in a manner which reduces noise in residential areas and on public lands, including driving the speed limit and limiting their caravan size to 6 ATVs.

B. *Compliance with County Law.* Each Overnight Accommodation Business, their owners, agents and customers shall comply with County law, including the OHV speed limit and noise regulations set forth in Title 11 (Noise Pollution) of the Grand County General Ordinances.

C. *Enforcement.* Three (3) or more violations of this Chapter 5.03 by **an Overnight Accommodation Business** or a customer of an Overnight Accommodation Business in any calendar year shall constitute grounds for revocation of the Business License under Chapter 5.01.

5.03.020 Sales and Use Tax Workshop

Each Overnight Accommodation Business shall attend a Sales and Use Tax Workshop hosted by the Utah Tax Commission every three years and submit a certificate of attendance issued by UTC or other affidavit of compliance on forms provided by the Grand County Clerk's Office. Existing Overnight Accommodation Businesses shall comply with this requirement by the end of Fiscal Year 2022 and every three years thereafter. New Overnight Accommodation Businesses shall comply with this requirement prior to issuance of a business license and every three years thereafter.

5.03.030 Sales Tax Affidavit

Each Overnight Accommodation Business shall submit a Sales Tax Affidavit with each business license application and renewal signed by an authorized representative for the Business which attests to the following, in relevant part:

A. The Overnight Accommodation Business shall collect local and state sales taxes at the applicable rate at the time of sale as set forth below on all accommodations and services paid or charged for tourist home, hotel, motel, or trailer court accommodations that are regularly rented for less than 30 consecutive days, regardless of whether payment is received by credit, cash or other consideration. The Business shall pay such taxes to the Utah Tax Commission on or before those statutory deadlines set by the Utah Sales and Use Tax Act. The applicable sales tax rate for Overnight Accommodations as of January 1, 2022 is 11.42%, as may be amended by state and local law.

1. The “combined sales and uses tax rate” for Grand County as established by the Utah Tax Commission and published at: <https://tax.utah.gov/sales/rates>, which combined rate as of January 1, 2022 is 6.85%, as may be amended by state and local law; plus

2. State and local transient room tax established by the Utah Tax Commission and published at: <https://tax.utah.gov/salestax/rate/22q1other.pdf>, which combined rate as of January 1, 2022 is 4.57%, as may be amended by state and local law.

5.03.040 Occupancy Reporting

Each Overnight Accommodation Business shall provide occupancy reports showing the number of rooms sold **daily** and the average daily rate (ADR) for said rooms on a **quarterly** basis as follows:

A. Hotels/Motels shall comply with this requirement by submitting the occupancy reports to Smith Travel Research via its website at STR.com; and

B. RV Parks/Campgrounds and Residential Units Used for Overnight Accommodations shall comply with this requirement by submitting the occupancy reports to AllTheRooms via its website at AllTheRooms.com.

Chapter 5.04

ALCOHOLIC BEVERAGES

Sections:

5.04.010 Local Consent required

5.04.020 Compliance with Law

5.04.010 Local Consent required

It is unlawful for any Person to knowingly permit or allow customers, guests, or any other person to possess Alcoholic Beverages upon which the seal has been broken, or to consume Alcoholic Beverages at such Place of Business, including a Special Event held in the unincorporated County, without first obtaining a Local Consent under this Chapter on forms provided by the County Clerk and/or Utah Department of Alcoholic Beverage Control (“DABC”) for that purpose with the accompanying Local Consent fee, as applicable.

5.04.020 Compliance with Law

Every Licensee and other Person doing Business in Grand County shall be in compliance with all local, state, and federal law and regulations relating to the sale,

manufacture, possession, keeping, giving, storing and transporting of Alcoholic Beverages, as applicable, and any other relevant health and safety codes and orders. Non-compliance shall be a violation of this Title.

Chapter 5.05

PENALTIES-VIOLATIONS

Sections:

- 5.05.010 Civil and Criminal Penalties
- 5.05.020 Civil Fines - Administrative Review and Appeal

5.05.010 Penalties-Violation

Violations of any provision of this Title may be punishable by Civil Fines, as defined in Chapter 1.04 of the Grand County General Ordinances, as amended, in the amounts set forth in the Grand County Consolidated Fee Schedule or \$100 per violation per day, whichever is greater, and/or criminal citation of a class B misdemeanor upon conviction thereof.

5.05.020 Civil Fines - Administrative Review and Appeal

All Civil Fines provided for in this section shall be in addition to the criminal penalties available to the County and shall be enforced as provided in Chapter 1.16 of the Grand County General Ordinances.

**AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022**

Agenda Item: K

TITLE:	Approving the support of and opposition to certain State Legislative Bills introduced in the 2022 General Session
FISCAL IMPACT:	Varied per bill - consult Fiscal Notes for each bill at utah.gov
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
Grand County
Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

SUGGESTED MOTION:

I move to oppose House Bills 140, 146, and 182 and Senate Bills 66, 89, and 126 support House Bills 72 and 147 and Senate Bills 110 and 126, and authorize the Chair to sign any necessary letters of opposition or support to Utah legislators deemed necessary by the County Legislative Committee or County Attorney.

NEW BILLS:

HB 57 (Rep Stoddard)
Government Records Access Amendments
<https://le.utah.gov/~2022/bills/static/HB0057.html>
Recommendation: Neutral

This bill amends GRAMA to specify that an item that, if retained by a governmental entity, would be considered to be a record, does not lose its character as a record because it is located only on a personal electronic device of the governmental entity's official or employee; prohibits a governmental entity from searching a personal electronic device of an official or employee in responding to a record request; requires a governmental entity responding to a record request to request an official or employee to search a personal electronic device for an electronic record located on the personal electronic device; and provides that the governmental entity may rely on the results of the official or employee's search.

Thus, this bill specifies that it is sufficient for an employee of a political subdivision to search their own phone in response to a GRAMA request, and their response may be relied on by the political subdivision. In talking with my County Attorney peers, this appears to track fairly closely with what a lot of counties already do. Some media groups are opposed.

HB 72 (Rep. Wheatley)
Noise Pollution Amendments
<https://le.utah.gov/~2022/bills/static/HB0072.html>

Recommendation: Support

This bill requires vehicles subject to an emissions inspection to be inspected for compliance with noise suppression equipment requirements as a condition of registration. Emissions tests are required in urban counties, so this would ensure ATVs traveling from urban counties have not modified their noise suppression equipment in violation of Utah law.

HB 135 (Rep. Brammer)

Open and Public Meeting Comment Requirements

<https://le.utah.gov/~2022/bills/static/HB0135.html>

Recommendation: Neutral

This bill amends GRAMA to require a public body to allow a reasonable opportunity for the public to provide verbal comment at each public *meeting*. This is consistent with Grand County's practice; however, several counties are opposing it as they allow public comment at public hearings only (and on vagueness grounds).

Apparently this is targeted at school board meetings.

HB 140 (Rep. Birkeland)

Government Attorney Fees Amendment

<https://le.utah.gov/~2022/bills/static/HB0140.html>

Recommendation: Oppose

This bill requires a court to award reasonable attorney fees to a private party who prevails in certain civil actions against a governmental entity and permits a court to award reasonable expert fees to a private party who prevails in certain civil actions against a governmental entity. The first substitute caps the fees award to \$100,000.

In doing so, this bill incentivizes litigation against state and local government, conflicts with other existing fee provisions in statute (such as the real property ombudsman fee allowance in the event a private party prevails in court after an appeal of an ombudsman decision), and will drive up insurance costs for the County.

HB 146 (Rep. Lisonbee)

Food Truck Licensing Amendments

<https://le.utah.gov/~2022/bills/static/HB0146.html>

Recommendation: Oppose

This bill expands the definition of a food truck to include ice cream trucks, requires a political subdivision to honor a food truck business license from another jurisdiction, and prohibits local land use/zoning regulation of food trucks including their size.

HB 147 (Rep. Lowry)

Death Penalty Modifications

<https://le.utah.gov/~2022/bills/static/HB0147.html>

Recommendation: Support

This bill prohibits the state from seeking the death penalty for aggravated murder committed after May 4, 2022; prohibits the state from seeking the death penalty for aggravated murder committed before May 4, 2022, unless the state filed the notice of intent to seek the death penalty before that date; and adds a possible sentence for aggravated murder of 45 years to life.

In the County Attorney's position, the United States criminal justice system, while the best in the world, is a system based on the work of flawed humans who are underpaid, often undereducated, and overworked. Errors happen (at a rate of about 10% in national death penalty cases). In addition, the use of the death penalty by prosecutors during charging hampers a defendant's ability to enter a voluntary plea. It's also dramatically more expensive to Utah residents than a life sentence. And the law of revenge (Hammurabi's code) was best exercised at the time of its writing, in the 1700s BC.

HB 182 (Rep. Wilson)

Local Health Department Amendments

<https://le.utah.gov/~2022/bills/static/HB0182.html>

Recommendation: Oppose

This bill excludes state facilities and the capitol hill complex from the authority and jurisdiction of a local health department and prohibits a chief executive officer of a municipality from exercising emergency powers in response to a pandemic, an epidemic, or a public health emergency (this is targeted at SLC Mayor's action in 2021 to enact a mask mandate on her own due to loophole).

Overly broad and affects health regulations above and beyond a lot more than COVID regulations. Sponsor is working on a substitute to narrow the reach.

SB 66 (Sen. Weiler)

Electric Assisted Bicycle Use Amendments

<https://le.utah.gov/~2022/bills/static/SB0066.html#41-22-2>

Recommendation: Oppose and offer potential revisions

This bill adds a definition to the Traffic Code for a Class I *mountain* bike (all e-bikes were defined previously as bicycles, not mountain bikes). And then it prohibits local governments from regulating Class I mountain bikes on dirt trails if the operator has a trail accessibility card, which may be obtained from DNR for persons with a "cycling disability," as determined by essentially any medical professional (including RNs).

In doing so, this bill:

1) Conflicts with Federal Regulation and Federal Grant Obligations. Most of Grand County's single-track mountain bike trails on BLM land, and I'm guessing nearly all single-track mtn bike trails in the state on BLM land, were built with federal Recreational Trails Program (RTP) grant funding, in

whole or in part. RTP trails cannot be used for motorized use, so this language, as written, conflicts with federal regulations and existing grant conditions to which Grand County is obligated. Obviously, federal law would pre-empt SB 66, but that only matters for federal law enforcement, and we know federal LEOs are in scare supply in rural Utah. So, this bill creates a quagmire of confusion.

2) Safety/SAR Impacts. Class I bikes require pedal assist, so there is some level of required activity to get out on mountain bike trails, but our trails are the real deal and quickly take you into remote canyon country where services are nil and rescues are complicated. This bill will empower disabled folks who should not be in Moab's backcountry to get into Moab's backcountry, only to get themselves in trouble. The Grand County Search and Rescue is already the busiest in the state - and we already do not have sufficient financial resources to handle our call volume and needs. If this bill is passed, then appropriations for SAR should go along with it as it is simple reality that this bill will increase injuries and deaths by bike in Grand County.

Some potential revisions:

A) Allow only doctors and PAs to determine disability (not RNs or nurse practitioners).

B) Exempt RTP trails or exempt single-track trails in destination mtn bike areas (including Grand, Kane, etc.), which could be established based on the % of federal land or some such.

SB 89 (Sen. Iwamoto)

Water Amendments

<https://le.utah.gov/~2022/bills/static/SB0089.html>

Recommendation: Support

This bill modifies provisions related to a water conservation plan, including provisions: requiring goals for water conservation to be set; addressing adopting, amending, submitting, or posting a water conservation plan; requiring rate structures to be submitted under certain circumstances; and addressing division powers, including rulemaking; and modifies provision related to culinary water pricing structure.

SB 110 (Sen. McKell)

Water as Part of General Plan

<https://le.utah.gov/~2022/bills/static/SB0110.html>

Recommendation: Support

This bill requires a water use and preservation element to be part of a municipal or county general plan; outlines how a water use and preservation element is integrated into a general plan and what steps to take in developing a water use and preservation element; provides for action related

to the general plan by the legislative body of a municipality or county; and addresses assistance by the Division of Water Resources.

The Grand County PZ Director is reviewing our General Plan Update to ensure it is consistent with these amendments.

SB 126 (Sen. Iwamoto)

Officer Intervention and Reporting Requirements

<https://le.utah.gov/~2022/bills/static/SB0126.html>

Recommendation: Support

This bill creates minimum standards for police misconduct; sets standards for intervention and reporting requirements in law enforcement agencies; requires the Peace Officer Standards and Training Council to establish and review minimum standards for reporting police misconduct; and prohibits retaliatory action against a law enforcement agency employee who reports police misconduct.

ATTACHMENT(S):

1. League of Women Voters List of Bills of Interest



League of Women Voters of Grand County

Legislative Monitoring Team

Local Government Bills of Interest 1/14/2022

Disclaimer: Information provided is not intended to be a legal description and is not the result of an attorney's review of bills. To access the full text of each bill, mouse over the bill number for a link.

[HB 72](#) Noise Pollution Amendments- Requires ALL registered vehicles to be equipped with noise suppression equipment and to be inspected at the time of registration for the effective operation of this equipment.

[SB 66](#) Electric Assisted Bicycle Use Amendments- Allows persons with certain disabilities to apply for a special permit to use non-motorized bike trails.

[SB 68](#) Trespass Penalty Amendments- Makes changes to penalties for trespassing on private property including the unauthorized use of drones on or above private property.

[SB 72](#) ATV Weight Limit Amendments- Amends the legal definition of a type II ATV to allow a weight increase from 2,500 lbs. to 3,500 lbs. Sponsored by Sen. Hinkins

[HB 125](#) State Transient Room Tax Modifications- Eliminates the scheduled repeal of numerous programs and laws, including TRT, Hotel Mitigation Fund, Hospitality and Tourism Management Career Education Pilot Program, and Outdoor Recreation Infrastructure Grant Program.

[HB 131](#) Watershed Restoration Initiative- Creates the Watershed Restoration Expendable Special Revenue Fund.

[SB 89](#) Water Amendments-Requires water providers to set goals for water conservation, modifies provisions re: pricing of culinary water

[SB 80](#) Real Property Recording Amendments- Makes changes in requirements for a legal description of real property to be recorded by a county recorder

[SB 81](#) Affordable Housing Tax Amendments- Prescribes a valuation method for assessing fair market value of real property subject to low-income housing covenants

[HB 146](#) Food Truck Licensing Amendments- Modifies a county's regulation of food truck; modifies health & safety inspections

[HB 85](#) Eminent Domain Amendments- Restricts the use of eminent domain especially in the situation of creating public parks

[HB 90](#) Transparency in Lobbying & Disclosure Amendments- Highly complex bill attempts to regulate lobbyists especially "foreign agents". Requires officials to disclose interaction with lobbyists.

[HB 35](#) Economic Development Modifications- Repeals provisions allowing local government entities or community reinvestment agencies to receive a tax credit

[HB 56](#) Voter Accessibility Amendments- requires election officers to provide accessibility options to disabled voters.

[HB 57](#)- Modifies records access requirements relating to electronic records- includes all political subdivisions.

[HB 60](#) Vaccine Passport Amendments- Lists instances in which discriminating based on vaccination status shall be illegal. (prohibits government screening of vaccination status)

[HB 63](#) Vaccine Exemptions- Requires employers to grant exemption to vaccine mandates if employees can prove they have had a prior case of COVID.

[HB 67](#) Voter Roll Amendments- Describes procedures to verify the accuracy of voter rolls, & to maintain Utah's mail-in ballot system. Election officers may have a special interest in this bill.

[HB 71](#) Utah Fair Housing Act Amendments- A clarification of forbidden discriminatory actions

[SB 12](#) Property Tax Appeals Process Amendments- Modifies provisions related to county board of equalization.

[SB 18](#) Election Modifications- Sweeping, lengthy bill covering topics from the conduct of local district board elections to the process of contesting the results of an election- of special interest to election officers.

[SB 19](#) Election Revisions-Modifies election code re: special elections, rank choice elections, and specifies penalties for election tampering- of special interest to election officers.

[SB 38](#) Ballot Amendments- Updates requirements for how initiatives and referendums must appear on ballots- of interest to election officers.

[SB 89](#) Water Amendments-Modifies provisions Re: water conservation plans; requires that water conservation goals be set and modifies provisions relating to pricing of culinary water.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: L

TITLE:	Approving Volunteer Appointment(s) to District and County Boards and Commissions: Historical Preservation Commission
FISCAL IMPACT:	None
PRESENTER(S):	Jacques Hadler, Commission Liaison for the Board

Prepared By:

Tara Collins
 Commission Office
 Assistant
 (435) 259-1342
 tcollins@grandcountyut
 ah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the re-appointments of Josh Green, Jody Patterson, and Don Montoya to serve on the Historical Preservation Commission, with terms expiring 12/31/2025 for Green and Patterson, and expiring 12/31/2022 for Montoya.

BACKGROUND:

The Historical Preservation Commission met in an open meeting on January 20, 2022, reviewed three applications submitted for four open vacancies as of 12/31/2021, and interviewed the applicants. The Board voted unanimously to recommend the re-appointments of Josh Green and Jody Patterson, with terms expiring 12/31/2025, and Don Montoya, with term expiring 12/31/2022.

Upon appointment, the Commission's Office will e-mail the appointees a letter congratulating them and inviting them to a training / orientation to be scheduled for 2022.

ATTACHMENT(S):

1. Applications received from Josh Green, Jody Patterson, and Don Montoya
2. Board recommendation letter

RECEIVED
11/23/21



Board and Commission Application and Certification Form

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

Board or Commission Applied For: Historical Preservation Commission

Name: Joshua Green

Mailing Address: [REDACTED]

City: Moab State: UT ZIP Code: 84532

Day Phone: [REDACTED] Email Address: [REDACTED]

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

Occupation or professional training: Compliance Officer

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 have been employed in Grand County for 27 years. I have 10 years experience
with the Utah Department of Transportation as a Transportation Technician
level 3. I have 8 years experience in hospitality (4 of those years were spent
as a hotel General Manager). I am the current Compliance Officer for Grand
County.

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 have lived in Grand County for 41 years, and I am a 6th generation Moabite.

I am passionate about preserving historical sites in Grand County, especially


ones that pertain to cowboy heritage, 'old Moab', and Native American Archeological sites.

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:  Date: 11/22/2021



RECEIVED
11/10/21

Board and Commission Application and Certification Form

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

Board or Commission Position Applied For: Historic Preservation Commission

Name: Jody J. Patterson

Mailing Address: [REDACTED]

City: Moab State: Utah ZIP Code: 84532

Day Phone: [REDACTED] Email Address: [REDACTED]

In what year did you establish your current residency in Grand County? 2008

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

Occupation or professional training: Archaeologist, Principal Invenstigator

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):

2001-2013 Project Archaeologist @ Montgomery Archaeological Consultants

2008-2021 Principal Investigator @ Montgomery Arcaheological Consultants

2008-2010 Vice President of Governmental Affairs and Research, Utah

Professional Archaeological Council

2011-2012 Adjunct Faculty, Anthropology, Salt Lake Community

College

1991-2001 Worked for various national parks (Pecos, Wrangell St. Elias) and

private firms as an archaeologist.

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

Education: _____

BA: Anthropology and Sociology (1994)

MA: Southwest Studies/Anthropology (1996)

Ph.D. Anthropology (2010)

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

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

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

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

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

Signature: Jody J. Patterson Digitally signed by Jody J. Patterson
DN: cn=Jody J. Patterson, o, ou, email=jody.j.patterson@gmail.com,
c=US
Date: 2013.10.28 17:39:16 -0500 Date: 28 October 2013

RECEIVED
1/18/2022



Board and Commission Application and Certification Form

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

Board or Commission Applied For: Historical Preservation Commission

Name: Donald G. Montoya Mailing Address: [REDACTED]

City: Castle Valley State: Utah ZIP Code: 84532

Day Phone: [REDACTED] Email Address: [REDACTED]

In what year did you establish your current residency in Grand County? 2011
(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) _____

Occupation or professional training: Archaeologist

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):

Bureau of Land Management, Moab Field Office

Utah State Parks Anasazi State Park, Archaeologist and Museum Curator

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

Moab Museum Board of Trustees - Past President
Utah Humanities Council - Board Member, current

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:  Date: 01/18/2022

25 January 2022

Grand County Commission

125 E. Center Street

Moab, UT 84532

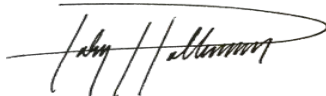
Re: Grand County Historical Preservation Commission Recommendation Letter for Jody Patterson,
Joshua Green, and Don Montoya

Dear Grand County Commission Members:

The Grand County Historical Preservation Commission (HPC) received three applications for four open board vacancies. The HPC met in an open meeting on 20 January 2022 and interviewed Jody Patterson, who is currently on the commission and serves as the board chair, Don Montoya, and Joshua Green.

On 20 January 2022, the HPC met in an open meeting and voted unanimously to recommend to the County Commission all three candidates for the board vacancies. All three are enthusiastic about historic preservation and participating on the HPC.

Thank you,

A handwritten signature in black ink, appearing to read "Jody J. Patterson", with a large, sweeping flourish extending to the right.

Jody J. Patterson, Ph.D.

HPC-Chair

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: M

TITLE:	Approving Volunteer Appointment to District and County Boards and Commissions: Housing Authority of Southeast Utah (HASU)
FISCAL IMPACT:	None
PRESENTER(S):	Mary McGann, Commission Liaison to the Board

Prepared By:

Tara Collins
 Commission Office
 Assistant
 (435) 259-1342
 tcollins@grandcountyut
 ah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of Tatsy Guild to serve on the Housing Authority of Southeast Utah, with term beginning 1/1/2022, and expiring 12/31/2026.

BACKGROUND:

The Housing Authority of Southeast Utah (HASU) met in an open meeting on January 20, 2022, reviewed 1 application submitted for 1 open vacancy, and interviewed the applicant. The Board voted unanimously to recommend the appointment of Tatsy Guild, with term expiring 12/31/2026.

No other applications were received.

Upon appointment, the Commission's Office will e-mail the appointee a letter congratulating her and inviting her to a training / orientation to be scheduled for 2022.

ATTACHMENT(S):

1. Application received from Tatsy Guild
2. HASU Board recommendation letter

RECEIVED
12/29/2021



Board and Commission Application and Certification Form

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

Board or Commission Applied For: HASU

Name: M.B. Tatzu Guild

Mailing Address: [REDACTED]

City: Moab

State: UT

ZIP Code: 84532

Day Phone: [REDACTED]

Email Address: [REDACTED]

In what year did you establish your current residency in Grand County? 2016
(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) _____

Occupation or professional training: Social Work

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):

- created + Edited First Night Flathead (a 501(c)3)
- worked DCFs in Moab
- served on the board of: Hochaday Arts Center; Women's Voices For the Earth; etc.
- recipient of Section 8 Housing Voucher

RECEIVED

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



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: M.B. Cathy Seid Date: 12-27-21

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

321 E Center Street
Moab, UT 84532

January 20, 2022

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

RE: Housing Authority of Southeastern Utah Board Recommendation Letter

Dear Grand County Commission Members:

The HASU Board of Directors received an application for an open Board position. The Board met January 20, 2022, in an open meeting and interviewed the candidate, Tatsy Guild. Following the interview, Board members voted unanimously in favor of recommending Ms. Guild to the Commission for a HASU Board position with a term ending 12/31/2026.

Thank you,



Catherine Bonde
HASU Chair



AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: N

TITLE:	Approving Volunteer Appointments to District and County Boards and Commissions: Council on Aging
FISCAL IMPACT:	None
PRESENTER(S):	Sarah Stock, Commission Liaison for the Board

Prepared By:

Tara Collins
 Commission Office
 Assistant
 (435) 259-1342
 tcollins@grandcountyut
 ah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the re-appointment of Pat Hlas to serve on the Council on Aging, and the appointments of Cherie Major and Karen Feary, all with terms expiring 12/31/2024.

BACKGROUND:

The Council on Aging currently has 4 vacancies (out of 5 members). When the Covid-19 pandemic began in March 2020, their meetings were disrupted, and never really recovered. 3 members' terms expired at the end of 2020 (including Pat Hlas's term).

Under the leadership of the new Grand Center Director, Alishia Oliver, they are reviving the Council on Aging. Since they don't have a quorum, they request that the County Commission re-appoint Pat Hlas, and appoint Cherie Major and Karen Feary, without a board meeting or a vote of recommendation.

Upon appointment, the Commission's Office will e-mail the appointees a letter congratulating them and inviting them to a training to be scheduled for 2022.

ATTACHMENT(S):

1. Applications received from Pat Hlas, Cherie Major, and Karen Feary
2. Recommendation letter from Grand Center Director Alishia Oliver

RECEIVED
1/18/22



Board, Commission, and Committee Certification and Application Form

Please fill out this certification, and return it to the Grand County Council Office.

Board Position Applied For: Council of Aging

Name: Patrice Hlas (PAT)

Address: [REDACTED]

City: Moah State: Utah Zip Code: 84532

Phone Number: [REDACTED] Email Address: [REDACTED]

In what year did you establish your current residency in Grand County: 1976

Occupation or professional training: House wife - cashier at gift shop. cook at HMK, now I am a Senior.

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

Like working with people,
Worked at H.M.K for 16 years, as a
child. Nutritionals. I signed up to be
on the Council of Aging last year, but
with Covid and our Center being closed
for a while, it was a long year. I am ready
for a new term, looking forward to a New
year.

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

wife, senior, mom, house keeper,
and many more, yard keeper, care
giver for pets & others. Love All.
most important of all grandma & great
grandma

Grand County Resolution has the following board member requirements:

- Must be a Grand County Resident
- Terms shall be for four years, unless a shorter period is required by law
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year
- Board Members shall have the appropriate expertise when required by law

Additionally the State Code has the following requirements for Special Districts

- No appointed member of the board may be a full or part-time employee of the district while serving on the board.
- No person employed by a special service district as a full-time or part-time employee may serve on the governing board of the district.
- A board member may not be compensated separately as a board member and as an employee for providing the same service.
- Each trustee/board member appointed by the County legislative body shall be an elector of the district.

I have read and I certify that all the information on this form is true and correct and I meet the requirements listed above.

Signature: Patrice Hlas

Date: 1-18-22



RECEIVED
1/25/2022

Board, Commission, and Committee Certification and Application Form

Please fill out this certification, and return it to the Grand County Council Office.

Board Position Applied For: Council on Aging

Name: Cherie MAJOR

Address: [REDACTED]

City: Moab State: UT Zip Code: 84532

Phone Number: [REDACTED] Email Address: [REDACTED]

In what year did you establish your current residency in Grand County: 2014

Occupation or professional training: Professor of Education / Teacher
Business owner

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

Classroom teacher, College Professor, Division Chair
Cody Wy [↓] Logan UT, Univ. of S. Maine, Univ. of Idaho

owned & managed ACT Campground 2014-2021

Non work

→ Grand County Travel Council 2 terms

Member & Chair of many committees

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

Grand County sub-Committee for Environmental Status of area
Member of 100 women → charity
started Chapter of Citizen Climate Lobby
School Mentor, school grant writer (several millions)
Graduate degree in Counseling for working women
ran¹⁵ divorce seminars (12 week sessions) not professional

Grand County Resolution has the following board member requirements:

- Must be a Grand County Resident
- Terms shall be for four years, unless a shorter period is required by law
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year
- Board Members shall have the appropriate expertise when required by law

Additionally the State Code has the following requirements for Special Districts

- No appointed member of the board may be a full or part-time employee of the district while serving on the board.
- No person employed by a special service district as a full-time or part-time employee may serve on the governing board of the district.
- A board member may not be compensated separately as a board member and as an employee for providing the same service.
- Each trustee/board member appointed by the County legislative body shall be an elector of the district.

I have read and I certify that all the information on this form is true and correct and I meet the requirements listed above.

Signature: Cheri May

Date: 1/25/2022

RECEIVED
1-25-2022



Board, Commission, and Committee Certification and Application Form

Please fill out this certification, and return it to the Grand County Council Office.

Board Position Applied For: Council on Aging

Name: Karen Feary

Address: [REDACTED]

City: Moab State: UT Zip Code: 89532

Phone Number: [REDACTED] Email Address: [REDACTED]

In what year did you establish your current residency in Grand County: 2008

Occupation or professional training: Retired - former Center manager
Moab Interagency Fire Center

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

I am over 70. I am interested in
issues involving seniors in Grand
County and providing assistance
as needed.

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

Since my retirement in 2012
I have been volunteering for
a number of organizations in
Moab. I enjoy helping people.

Grand County Resolution has the following board member requirements:

- Must be a Grand County Resident
- Terms shall be for four years, unless a shorter period is required by law
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year
- Board Members shall have the appropriate expertise when required by law

Additionally the State Code has the following requirements for Special Districts

- No appointed member of the board may be a full or part-time employee of the district while serving on the board.
- No person employed by a special service district as a full-time or part-time employee may serve on the governing board of the district.
- A board member may not be compensated separately as a board member and as an employee for providing the same service.
- Each trustee/board member appointed by the County legislative body shall be an elector of the district.

I have read and I certify that all the information on this form is true and correct and I meet the requirements listed above.

Signature: Karen Feary

Date: 1/29/2022

January 27, 2022

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

Re: Council on Aging Recommendation Letter

Dear Grand County Commission Members:

The Council on Aging received 3 application(s) for 4 open vacancies. Subsequently, I would recommend to the County Commission the appointment of Karen Feary with a term ending 12/31/2024, and Cherie Major with a term ending 12/31/2024, and Pat Hlas with a term ending 12/31/2024.

Thank you,

A handwritten signature in blue ink, appearing to read 'Alishia Oliver', with a large, stylized flourish at the end.

Alishia Oliver

Grand Center Program Director

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: P

TITLE:	APPROVING THE GRAND COUNTY GRANT CONTRACT WITH THE MOAB AREA COMMUNITY LAND TRUST
FISCAL IMPACT:	\$97,700 in Grand County ARPA funding
PRESENTER(S):	Chris Baird, Strategic Development Director

Prepared By:

Chris Baird &
Christina Sloan

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Grand County Grant Contract with the Moab Area Community Land Trust.

BACKGROUND:

In September 2021, the Grand County Commission approved one-time grant funding in the amount of \$97,700 to fund start-up costs associated with hiring an Executive Director for MACLT. This funding was also integrated into the 2022 Budget, approved by the Commission in December 2021.

The Grant Contract provides terms and conditions for the County's grant award.

ATTACHMENT(S):

1. Grand County Grant Contract

GRAND COUNTY GRANT CONTRACT

- 1. CONTRACTING PARTIES:** This contract is between GRAND COUNTY, referred to as the County, and the following Grantee:

Moab Area Community Land Trust (MACLT)
PO Box 1383
Moab, UT 84532

Federal Tax ID: 45-4885063
Legal Status of Contractor: Non-Profit Corporation

MACLT Contact Person: Audrey Graham
Title: Chair, Board of Directors
Phone #: 435-220-0185
Email: graham4grand@yahoo.com

COUNTY Contact Person: Chris Baird
Title: Strategic Development Director
Phone #: 435-259-1347
Email: cbaird@grandcountyutah.net

- 2. GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions for Grantee's grant award to fund start-up costs associated with hiring an Executive Director for MACLT under the American Rescue Plan Act.
- 3. AUTHORITY:** This contract is entered into pursuant to the County's authority to administer funds under the American Rescue Plan Act, Utah law, and approval of the Grand County Commission on September 7, 2021 authorizing this grant award.
- 4. CONTRACT PERIOD:** Fiscal Year 2022
- 5. CONTRACT AMOUNT:** The County awards and the Grantee accepts a one-time grant award of ninety-seven thousand and seven hundred dollars (\$97,700.00) to be paid in two payments: \$6,500 paid on December 23, 2021 and \$91,200 to be paid within thirty (30) days of invoicing by MACLT.
- 6. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A – Standard Terms and Conditions for Grants by Government Entities
Attachment B - MACLT Request for Funding
- 7. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
All governmental laws, regulations, or actions applicable to the grant authorized by this contract.
- 8. CONTRACT EXECUTION:**
Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties have signed this contract.

Attachment A: Standard Terms and Conditions for Grants by Government Entities

1. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of Grand County and the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Moab District Court.
2. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the County to Grantee under this Contract, pursuant to the American Rescue Plan Act. These records shall be retained by Grantee for at least three (3) years after final payment, or until all audits initiated within the 3 years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, auditors and/or County staff to access to all records necessary to account for the Contract Amount received by Grantee as a result of this Contract.
4. **INDEPENDENT CAPACITY:** Grantee, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the County.
5. **INDEMNITY:** Nothing in this Contract shall be construed as a waiver by the County of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act (Utah Code § 63G-7-101 *et seq.*). Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
6. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
7. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract.
8. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as required by law.
9. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the County express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA.
10. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part.
11. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

12. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
13. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

**AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING**

FEBRUARY 1, 2022

Agenda Item: Q

TITLE:	REPEALING AND REPLACING GRAND COUNTY ORDINANCE NO. 413 (2005) AND ADOPTING NEW SECTION 1.05 OF THE GRAND COUNTY GENERAL ORDINANCES TO ESTABLISH THE MANNER IN WHICH REAL AND PERSONAL PROPERTY MAY BE DISPOSED OF, ACQUIRED, AND MANAGED
FISCAL IMPACT:	None
PRESENTER(S):	Christina Sloan, County Attorney, and Chris Baird, Strategic Development Director

Prepared By:

Christina Sloan,
County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

I move to repeal and replace Grand County Ordinance No. 413 (2005) and adopting new Section 1.05 of the Grand County General Ordinances to establish the manner in which real and personal property may be disposed of, acquired, and managed.

BACKGROUND:

Utah Code § 17-50-312(5) further requires that, before a county may dispose of a significant parcel of real property, the county to, by ordinance, define what constitutes: (i) a significant parcel of real property; and (ii) reasonable notice.

The County Attorney recommends the Commission repeal and replace the County's existing 2005 Ordinance re surplus property to update: 1) the definitions to comply with the requirement above and the County's current Procurement Policy; and 2) valuation triggers reflective of current market conditions.

ATTACHMENT(S):

1. Proposed Ordinance
2. Exhibit A, proposed new Section 1.05, redlined against current language in Ordinance No. 413.

GRAND COUNTY, UTAH
ORDINANCE NO. _____ (2022)

**REPEALING AND REPLACING GRAND COUNTY ORDINANCE NO. 413 (2005) AND
ADOPTING NEW SECTION 1.05 OF THE GRAND COUNTY GENERAL
ORDINANCES TO ESTABLISH THE MANNER IN WHICH REAL AND PERSONAL
PROPERTY MAY BE DISPOSED OF, ACQUIRED, AND MANAGED**

WHEREAS, under Utah Code § 17-50-312(2), a County may purchase, receive, hold, sell, lease, convey, or otherwise acquire and dispose of any real or personal property or any interest in such property if the action is in the public interest and complies with other law;

WHEREAS, Utah Code § 17-50-312(4) requires the County’s legislative body to provide by ordinance, resolution, rule, or regulation for the manner in which property shall be acquired, managed, and disposed of;

WHEREAS, Utah Code § 17-50-312(5) further requires that, before a county may dispose of a significant parcel of real property, the county to, by ordinance, define what constitutes: (i) a significant parcel of real property; and (ii) reasonable notice;

WHEREAS, in further exercise of the County’s general powers, as provided in Utah Code § 17-53-223, the county may “pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by this title, and as are necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the county and its inhabitants, and for the protection of property in the county;”

WHEREAS, on October 4, 2005, the previously named Grand County Council passed Ordinance No. 413 to establish the method, rules, and procedures for the disposal of surplus property, which Ordinance is no longer consistent with Utah law or the current, local real property market and has not been codified in the Grand County General Ordinances;

WHEREAS, the Grand County General Ordinances include Title 1 (General Provisions), Section 1.05 of which is reserved and blank;

WHEREAS, Grand County owns real and personal property which it desires to sell from time to time;

WHEREAS, upon consideration of this matter at a public meeting on February 1, 2022, the Grand County Commission (the “Commission”) has determined that this Ordinance is in the best interests of the public;

NOW, THEREFORE, BE IT ORDAINED that the Grand County Commission hereby repeals and replaces Grand County Ordinance No. 413 (2005) and hereby adopts new Section 1.05 (County Property) of the Grand County General Ordinances establishes the manner in which real and personal property may be disposed of, acquired, and managed as set forth in the attached *Exhibit A*.

ADOPTED by the Commission in a public meeting on February 1, 2022 as follows:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission:

ATTEST:

Gabriel Woytek, Chair

Quinn Hall, Clerk/Auditor

EXHIBIT A

Chapter 1.05

COUNTY PROPERTY

Sections:

1.05.010 Authority

1.05.020 Definitions

1.05.030 Personal Property

1.05.040 Real Property

1.05.050 Records

1.05.060 Application to County Agencies

1.05.010 Authority

Subject to this Chapter, the County may purchase, receive, hold, sell, lease, convey, or otherwise acquire and dispose of any real or personal property or any interest in such property if the action is in the public interest and complies with other law. Subject to this Chapter, the power to dispose of surplus property owned by the County is vested in the Grand County Commission as delegated to the ~~Purchasing Agent Property Management Division (County Administrator, County Clerk/Auditor and a County Commission Council Member)~~ **Purchasing Agent** for personal property valued at less than \$5,000.

1.05.020 Definitions.

A. “Fair Market Value” shall mean the value for real property as determined by a written appraisal prepared by a licensed Utah appraiser within one (1) year of the disposition.

B. “Reasonable Notice” shall mean posting notice on the Utah Public Notice Website and the official County website for each public meeting or hearing, which notice shall state the intent to dispose of the real property, the proposed manner of disposition, the address or general description of the property, and the date, time, and location of the public hearing.

C. “Significant Parcel of Real Property” shall mean a parcel of land a) five (5) acres or more in size, or b) which has a Fair Market Value of \$250,000 or more.

1.05.030 Personal Property

A. For personal property valued at less than \$5,000, the ~~Purchasing Agent~~ **County Council** shall declare personal property as may be surplus, obsolete or unusable and dispose of the

same in any manner that the **Purchasing Agent** ~~Division~~ deems to be in the public interest. Such disposition may be by sale, salvage, trade, donation or disposal as **deemed** appropriate **by the Purchasing Agent**. The **Purchasing Agent** ~~Property Management Division~~ may approve individual departmental policies regarding disposal of specialized County property.

B. For personal property valued at \$5,000 or more, the **County Commission** ~~Council~~ shall declare personal property as may be surplus, obsolete or unusable and dispose of the same in any manner that the County Commission deems to be in the public interest, as approved at a public meeting.

1.05.040 Real Property

A. *Means of Disposal.* **The County Commission may dispose of** real property ~~may be disposed of~~ by public auction, by listing with a licensed Realtor, by negotiation, by trade, by sealed bid, or **in any other lawful manner** ~~as otherwise approved by the County Commission Council~~ after the property is declared surplus by the ~~County Council~~. The **Commission** ~~Council~~ may refuse any or all offers or bids **to purchase** real property.

i. The Commission shall not dispose of real property until the County Surveyor has verified and approved the legal description for the proposed real property disposition.

B. *Significant Parcels of Real Property.* **The County Commission shall not dispose of a Significant Parcel of Real Property for less than Fair Market Value, which may be paid by monetary consideration or non-monetary consideration; and until: i) it provides Reasonable Notice of and holds a public hearing to consider citizen comments on whether the proposed disposition is in the public interest; ii) it declares the property surplus; and iii) it considers the consideration to be paid and the method of disposition at a public meeting.**

i. The County Commission may dispose of real property that is not a Significant Parcel of Real Property after approval at a public meeting.

1.05.050 Records

The County Clerk/Auditor shall maintain permanent public records reflecting the description of the property sold or otherwise conveyed, an appraisal of the property ~~or opinion of value letter~~ if required by this **Chapter ordinance**, the manner of disposition, the consideration received by the County, the identity of the person to whom such property was sold or otherwise disposed of, the date of the disposition, the date of approval by the **Commission** ~~Council~~, and the nature of the County's use of the property prior to disposition.

1.06.060 Application to County Agencies

The provisions of this Chapter shall be applicable to all boards, commissions, authorities, committees, councils, or other bodies within the jurisdiction of the County Commission and owning or holding real or personal property. When real or personal property is disposed of under the provisions of this Chapter and such property was purchased by a County agency or other body which has an independent revenue base or which has an account separate from the general fund, that agency's account shall be credited with the amount realized from the disposition. If the County receives something other than monetary consideration for the disposition, distribution of that consideration shall be in accordance with the direction of the County Commission.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: R

TITLE:	Sales Tax Data Request to the Utah State Tax Commission
FISCAL IMPACT:	None, costs covered by SEUALG (Southeast Utah Association of Local Governments)
PRESENTER(S):	Commission Chair Gabriel Woytek

Prepared By:
 GABRIEL WOYTEK
 &
 TARA COLLINS

FOR OFFICE USE ONLY:
Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the Chair's signature on a sales tax data request form to be sent to the Utah State Tax Commission.

BACKGROUND:

The Business Expansion and Retention (BEAR) group in Carbon and Emery Counties have always completed a retail sales leakage report for Carbon and Emery Counties. The report is created by Zions Public Finance and they usually do a presentation on the findings.

This year, the Southeastern Utah Association of Local Governments (SEUALG) would like to include Grand County in the report. SEUALG will cover the costs of the report,

Once SEUALG has gathered all the forms from the participating counties, it will forward them along to the tax commission and Zions Financial (who is performing the leakage report and compiling the data).

Once the report is completed, we will schedule a presentation with Zions Financial in Grand County about the findings.

ATTACHMENT(S):

1. Sales Tax Data Request Form



Utah State Tax Commission
**Local Government
 Sales Tax Data Request**

TC-62LG
 Rev. 8/20

► **Person Requesting Access to Data**

Name: _____

Title: _____

County, city or town: _____

Telephone: _____ Email: _____

Mailing address: _____

Information being sought:

Monthly sales tax distribution reports through Sales Online Distribution Access (SODA)

Other: _____

How information will be used: _____

Preferred data format (for information other than SODA):

Excel Text SAS file Other: _____

Preferred delivery media (for information other than SODA):

Secure email CD Flash drive Other: _____

I certify that I am an employee of the government entity referenced above. I understand it is my responsibility to comply with the state and federal requirements in respect to disclosure of taxpayer information and security of that information which includes, but is not limited to, Section 59-1-403, Title 59, Chapter 12, and Section 63G-2-302 or 63G-2-305. I have read Tax Commission Policy TCA-06, including provisions about aggregated data. I understand that it is the responsibility of the local government entity to provide appropriate confidentiality, security and awareness training to employees.

I understand the information presented and will fully comply with the policies and procedures as explained. I will not redisclose confidential data and understand further dissemination to any unauthorized person or agency may result in both civil and criminal liability. I further agree to use the information only for purposes authorized by Utah code under §59-12-210.

 Signature

 Date

► **Locality Chief Executive**

I certify that I am the chief executive officer (or designee) of the county, city or town identified above and that the person identified above is an employee of the county, city or town. I further certify the requested information will be used only for official business.

 Name (please print)

 Title

 Signature

 Date



GRAND COUNTY COMMISSION
Gabriel Woytek (Chair) · Jacques Hadler (Vice Chair)
Evan Clapper · Trish Hedin · Mary McGann
Sarah Stock · Kevin Walker

February 1, 2022

San Juan County Planning Commission

Esteemed Planning Commission members,

We, members of the Grand County Commission, have been receiving much feedback from concerned members of our community about the proposed campground in Mill Creek. As you know, this proposal is in a very remote and undeveloped area with difficult access.

The fire danger presented by this proposal is our main concern. The Pack Creek Fire showed us what is possible with the early onset of high temperatures and ongoing drought. This fire was started before any local fire restrictions were put in place, in a commonly used fire ring in a designated day use area. We are deeply concerned about the potential of fire in the Mill Creek Canyon, which represents a large area of our watershed, and would likely travel freely up into the La Sals and down into town. We were lucky last year with the Pack Creek fire in many ways, yet homes were lost and flooding continues to cause damage to roads and property in Grand County and Moab. Allowing many regular dispersed campers in the Upper Mill Creek area, including those who do not yet have a base of outdoor skills, is a huge liability. Requiring compliance with local fire restrictions on nearby federal and county lands would be a start, but we feel that there are no adequate mitigation measures possible in this regard. Fire fighters would not be able to safely access the area. We can't afford to have more fire scarred steep slopes upstream of our water diversions, bridges, neighborhoods, and homes.

It is our understanding that the applicant is assuring the planning commission that this camp will be a low impact, primitive camp with small groups. As you know, in granting a Conditional Use Permit, it doesn't really matter what the applicant says or promises, the permit allows whatever uses are clearly stated in the permit. If the camp is in fact going to be small, primitive, and only occasionally used, please make sure that the Conditional Use Permit reflects that and clearly states what is allowed and not allowed. These factors change the state requirements for handling waste water and human waste. It is not clear, yet, from the Conditional Use permit application or the statements made by the applicant exactly how many people would be camping in the area each week and the number of campers over a year's time, and exactly how the human waste and greywater from these campers would be dealt with. Grand County is not supportive of permanent waste infrastructure in the canyon and feels strongly that the number of campers being contemplated in this sensitive location adjacent to Mill Creek and directly above our aquifer poses a serious risk to the health and safety of our residents and that the issue should not be glossed over assuming everything will be fine. Disposal of human waste is a significant issue that must be addressed, agreed upon and recorded in any future Conditional Use Permit.

Grand County is very concerned about contamination to its surface water and groundwater - our sole source aquifer lies below this proposed campground and must be protected from possible contamination sources. In addition, Mill Creek surface water is currently not used for drinking; however, the water from Mill Creek that is currently used for irrigation could likely become a future source for potable water for residents in Spanish Valley, especially with growth in San Juan County. If we did develop this source for drinking, it would likely be diverted at the current Sheeley Tunnel diversion directly below the proposed campground. Other communities treat areas directly upstream of drinking water diversions with extreme

restrictions, fencing them off, limiting access etc. We are concerned that a grandfathered Conditional Use Permit for a year-round campground of 100 people without restrictions is bad for all of us with a stake in drinking water in Spanish Valley.

Both the Bureau of Land Management and the U.S. Forest Service prohibit camping, especially large group camping, within 200 feet of a stream. Upper Mill Creek canyon is a very narrow canyon. It is difficult to get beyond 200 feet from the Creek bed in certain sections of the property. If a Conditional Use Permit is eventually granted, it would be important to include this 200 foot requirement in the permit to enforce this aspect of the permit for protection of water and also for wildlife.

In addition to the concerns about wildfire danger, human waste disposal, and water resources discussed above, the property in Upper Mill Creek Canyon is currently zoned Agricultural according to the San Juan County Zoning Ordinance (2011). The Ordinance states that the Agricultural zone is:

To promote and preserve . . . conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are ***intended to include activities normally and necessarily related to the conduct of agricultural production*** and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

The Ordinance further states:

The Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish: (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and (2) That the proposed use will comply with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district. (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

It's not clear how the proposed 100-person campground, which is arguably a commercial venture, is compatible with these sections of the San Juan County Zoning Ordinance.

The San Juan Zoning Ordinance also states that “conditional use is a land use that, because of its unique characteristics ***or potential impact on the county, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required*** that mitigate or eliminate the detrimental impacts.” (Emphasis added).

Grand County has learned from hard experience that Planning Commissions should pay attention to what the zoning ordinances actually allow, and not what the applicant says they plan to do. Due to the very nature of Conditional Use Permits as described above, a Conditional Use Permit may not be warranted in Upper Mill Creek due to the risk of wildfire, human waste disposal, and potential impacts to water users. If a permit is issued, only a very narrow, restricted Conditional Use Permit that sets forth the specific conditions and requirements in the permit should be considered.

Thank you, we are relying on you to make a good decision in this regard. As a County we are committed to ensuring the safety of our sole source aquifer and surface waters for the health and safety of our residents. And importantly, we are working hard to ensure the safety of our residents who live in the Wildland Urban Interface. We do this by requiring adequate access, turnarounds for fire equipment, and removal of vegetation close to structures and roads. None of this is possible with this campground proposal, and it puts residents and users of the forest at risk.

Sincerely,

Gabriel Woytek, Chair
Grand County Commission

CONSENT AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

February 2, 2022

Consent Agenda Items: T thru V

TITLE:	T. Ratifying Chair's signature on a letter to San Juan County Administrative Law Judge Lyn Loyd Creswell concerning the proposed Sky Ranch Airport U. Termination of citizen board appointment V. Approving a letter to U.S. Congressman John Curtis regarding the Public Lands Proposal Process (Commissioner Walker)
FISCAL IMPACT:	See Corresponding Agenda Summaries, if any
PRESENTER(S):	None

Prepared By:

Tara Collins
Commission Office
Assistant

RECOMMENDATION:

I move to adopt the consent agenda as presented.

BACKGROUND:

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

Attorney Review:

N/A

ATTACHMENT(S):

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



GRAND COUNTY COMMISSION
Gabriel Woytek (Chair) · Jacques Hadler (Vice Chair)
Evan Clapper · Trish Hedin · Mary McGann
Sarah Stock · Kevin Walker

January 25, 2022

San Juan County Administrative Law Judge
Lyn Loyd Creswell
lynloydcreswell@gmail.com

**Re: Grand County Commission's Comments Concerning Sky Ranch Airport
Administrative Appeal**

Dear Judge Creswell:

The Grand County Commission has been made aware of the administrative appeal filed by Karl Spielman and Tim and Beverly O'Niell concerning San Juan County Board of Commissioner's land use decision for the Sky Ranch Estates Phase II. We have learned that various issues are being reviewed by the Administrative Law Judge in this matter, including safety concerns related to the proposed Sky Ranch airport and the validity of San Juan County's procedural processes regarding County zoning ordinances that led up to the appeal of the Sky Ranch proposal, including the airport.

We commend the Administrative Law Judge for reviewing these issues as we have significant concerns about the risks an airport in Spanish Valley poses to the health, safety and welfare of residents of Grand County. Even if the airport is eventually deemed to meet appropriate safety standards in the immediate vicinity of the airport, we have concerns about the significant negative effects an airport in Spanish Valley will impose on Grand County residents' health, safety, quality of life and enjoyment of their property.

Grand County is directly adjacent to San Juan County. Spanish Valley is a long, narrow valley stretching 10 miles from Blue Hill in the south to the Colorado River in the north. Approximately 9,000 residents of the valley live in Grand County, and approximately 500 of the valley residents live in San Juan County. Impacts from developments in Spanish Valley have significant effects on residents of both counties. In particular noise and light pollution, air pollution, and our groundwater aquifer are valley-wide issues shared equally by residents on both sides of the county line.

Decades ago, Grand County, at great expense, relocated its airport from Spanish Valley to its current location 15 miles north of Moab, away from residential areas. The old Grand County airport was located less than one-half mile to the west of the proposed Sky Ranch airport. Safety of residents, pilots and passengers was a primary reason to relocate the airport out of Spanish Valley. The Valley was being transformed from open farm and ranchland to residential neighborhoods, and the narrow valley with its winds and geographical characteristics created dangerous conditions for an airport. Subsequent to moving its airport out of Spanish Valley, Grand County has banned all aircraft landings and take-offs, with a small number of exceptions (such as medical flights), from the Grand County portion of the valley due to noise, safety and public welfare concerns.

Aircraft using the Sky Ranch airport will undoubtedly fly the length of the valley, over Moab and Grand County residents' homes and businesses, due to the confining natural barriers on either side of the valley.

Commission's Office · 125 E. Center St. · Moab, UT 84532 · (435) 259-1346
www.grandcountyutah.net

The noise from these flights will have significant direct, negative impacts on Grand County residents' quality of life as well as their property values. Even the current, relatively low use levels of the Sky Ranch runway generate large number of complaints from Grand County residents.

In addition, Grand County school buses travel the roads at either end of the proposed airport. (The Grand County School District extends into San Juan County, since Grand schools are much closer to southern Spanish Valley than are San Juan schools.) There is risk of a tragic accident due to the absence of barriers and adequate space at the end of the runway for planes that overrun the runway for various reasons, including unpredictable winds and other weather-related events.


In addition to the health, safety and welfare of Grand County residents, we are concerned that San Juan County has not followed its own zoning ordinances and approval procedures for the proposed Sky Ranch airport – at both the Planning Commission and Board of Commissioners. While Grand County understands that the zoning ordinances and land use approval procedures differ between our two counties, we think it is important that each county follow its zoning ordinances so that residents and neighboring county governments can have a reasonable expectation as to what types of development will be approved.

Local government entities should strive to make decision that comply with their own zoning ordinances. They must make decisions in a reasoned process so that their decisions are based on actual facts. And local governments must have adequate information to clearly assess the costs and benefits of large project proposals – proposals that impact not just neighboring properties, but that impact residents of entire communities.

It is not clear that the decision to approve the Sky Ranch proposal issued by the San Juan County Board of Commissioners met these standards. The Board received various pieces of advice and information from county staff and the assistant county attorney during the deliberation of the Sky Ranch Estates proposal at its February 2021 meeting. The Board voted twice to table the issue pending more information, but eventually voted to approve the proposal, after continued urging by staff and the assistant county attorney, and arguably based on inaccurate information provided to the Board.

We raise the above concerns as this proposed airport will certainly affect the health, safety and welfare of the vast majority of Grand County's 9,000 residents. We appreciate your consideration of these concerns.

Sincerely,



Gabriel Woytek
Chair
Grand County Commission



GRAND COUNTY COMMISSION
Gabriel Woytek (Chair) · Jacques Hadler (Vice Chair)
Evan Clapper · Trish Hedin · Mary McGann
Sarah Stock · Kevin Walker

February 1, 2022

Representative Curtis,

The Grand County Commission very much appreciates your continued interest in a public lands proposal for our county, and wanted to update you on where we are in the process. For the past few months the commission has been soliciting input from Grand County residents on five possible conservation areas (Bureau of Land Management and Forest Service lands) and an expansion of Arches National Park. We view this round of citizen input as step one in developing a larger public lands proposal. Contrary to the information you received, we have yet to draft a legislative proposal and are only in the initial stages of soliciting input from residents. All of this is reflected on the county's website. Nothing has changed since we last briefed you this past August 11.

As we discussed when you last visited, it is our intention to begin by listening to input from our constituents, crafting specific proposals based on that input, and then soliciting additional feedback from the community. Only after that back-and-forth process will we be in a position to release a comprehensive legislative proposal. We believe this is consistent with the approach taken by Emery County in developing their county proposal.

We appreciate your input and interest in working with us in moving a legislative proposal into law, and we will continue to keep your office updated as we move through the process.

Sincerely,

Gabriel Woytek
Chair, Grand County Commission

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2	3	4	5
	2pm - RB-	9am - BLM Customer Service Week 8:30am - SARC 4pm - Council	8:30am - Legislative 11am - RB IN 1:30pm - Steering 3pm - Econ	11am - Housing 11am - MAHTF 4pm - Boundary 4pm - Boundary 7pm - Water SSD &		
6	7	8	9	10	11	12
	Canyonlands 1pm - Community 5pm - Airport Bd. 5:30pm - Mosquito	11am - Trail Mix Mtg 2pm - Conservation 3pm - MATC Bd. Mtg 3pm - MATC Meeting 5:30pm - OSTA Mtg 6pm - Cemetery Bd 6pm -	9am - DRT Meeting 1pm - Homeless 6:30pm - Thompson	12:30pm - Motorized 5:30pm - Cany		
13	14	15	16	17	18	19
	12:30pm - Council 4:30pm - Planning 4:30pm - Planning	9am - EMS SSD 9am - Legal review 4pm - Commission 4pm - Moab Fire 4pm - TSSSFD Mtg	8:30am - Legislative 1:30pm - Perf. Rvw. 5:30pm - Museum 7pm - Rec. SSD Bd.	12pm - HASU Bd. 4pm - Arches SSD 7pm - Water SSD &		
20	21	22	23	24	25	26
			8:30am - Chamber 8:30am - Legislative 4pm - Solid Waste	12pm - SEUALG Mtg		
27	28	1	2	3	4	5
	4:30pm - Planning 4:30pm - Planning	8:30am - SARC 4pm - Council	8:30am - Legislative 3pm - Econ	11am - Housing 12pm - Land use 7pm - Water SSD &		

2022 Moab Area Travel Council - Special Events

2022 Grand County Events not including OSTA	Size	Intent to Apply Date	Intent to Apply Completed	Intent to Apply approved by the SEAC	Daily Attendees per day	# of Locations or Heats per day	Applications Details description of staging and finishing areas and event route	Event name	Location	Event type	Date Verified	Application in Process	Permit	Event Sponsor
01/29/2022	1000	Not Needed as per Chris B						MM Arches Ultra	Seven Mile parking/ Bar M/ Klondike/ Klonzo	50 miles, 50k, Half, 9k foot race				
								Moab Music Winterlude	Star Hall	Music festival				
Feb 19, 2022	1350	Not Needed as per Chris B						MM Red Hot	Gemini Bridges/poison spider/ gold Bar/ Seven Mile Parking	55k & 33kFoot race				
	-							Trashion Show	Woodys	Fashion show				
								Moab international film fest	Star Hall	Film festival				
								Quilting in the Red Rocks	Grand Center	Quilt show				
03/04/05/06 -2022	200	3 days	Yes		200			Moab Run 3	Kane Creek, Bar M and Mag 7 trails	running event	Yes	Yes		TransRockies US LP
	400							Moab Thaw	Bar M area	Bike event/ vendor show				
03/19/2022	1000	9/2/2021	Yes		1000			MM Canyonland Half Marathon	Hwy 128, lions park	foot race				
March 12-15	1100							Skinny Tire Festival	Bike Path, hwy 191,313,279,128, ANP, DHPSP	Bike race	Yes			
03/26/2022	400	09/02/2021	Yes		400			MM Behind the Rocks Ultra	Behind the rocks, Amasa, Kane creek	running event	Yes			
	220							Trans Rockies Moab Rocks	Swanny Park/ Klondike /Porcupine Rim/ Mag 7	3 day bike race				
	?							Full size Invasion	Moab Reservation Center/Jeep Safari Trails	Full size vehicle safari				
	200							Adventure Rabbi	Gold Bar Campground					
04/09/2022	250	09/02/2021	Yes		250			MM Amasa Back	Amasa Back	running event	Yes			
04/15-17/2022	200	11/17/2021	Yes		200		at Gold Bar	Adventure Rabbi Passover	Gold Bar	Religious Retreat	Yes			Korngold
04/19/2022	1400	09/03/2021	Yes		1400			Dead Horse Ultra		running event	Yes			
04/22/2022	500	9/29/2021	Yes		1000-1200	400 riders in GC		Gravel Bicycling Event	Fruita riding 15-20 miles into Grand County	Bicycling Event	Yes			
04/22-23/2022	200							Fallen Peace officer	Fallen peace officer trail	UTV poker run				
04/22/2022	500	11/15/2021	Yes		500		event beginning and ending in Sustainability Living	Desert Gravel						Murri/Desert Gravel
May 6-7/2022	250	11/17/2021	Yes		250		Art/Music/Education Festival	Building Man	Jenkstar Property	Art/Music/Education	Yes			
	700							Building Man	Jenkstar Ranch Green River					
May 7	500	11/29/2021	Yes					Gran Fondo	Hwy 128, loop Rd, Spanish Valley	bike race				
								FMCA	Old Airport	RV				
	600							Back of Beyond SUP race	Colorado river/ Kens Lake?	Paddle board race				
								Rally on the Rocks	OSTA/Jeep safari trails	UTV rally				
								Gone Moab	OSTA					
								Moab Arts Festival	Swanny City	Art festival				
	-							Canyonlands PRCA Rodeo	OSTA	Rodeo				
	500							MM Thelma and Louise Half	Dead horse	Half marathon/relay				
								Dawg Days of Summer	Old City Park	BBQ, Concert, Fundraiser				
								Free Concert Series	Swanny City Park	Concert				
August 12-13								UTE 100	La Sal Mountains, Mount Peal inn	foot race				
	700							Moab Music Festival	Star Hall, RedCliffs,Sorrel, Westwater	Music Festival				
September 17-18	600							Moab Century Tour	Hwy 128, 313	Bike race	Yes			
	200							Skydive boogie	CNY, Mineral bottom, Sorrel River	sky diving				
09/24/2022	1100							High School Mnt Bk Race	Bar M area	Bike Race				
/2022	800	2 /2022	Yes		800			Outerbike	Bar M area	Bike event/ vendor show				
								Banff Mountain Film	High School	Film Festival				
								Rock and Gem Show	OSTA	Rock Show				
							Our event is a gravel bicycling event beginning and ending in Fruita, Colorado. We ride on BLM and Grand County "B" dirt and gravel roads. The Utah/Grand County portion of our ride uses approximately 30 miles of roads within Grand County, North of I-70 from the border to Bryson Canyon Rd. We have one aid station in Utah and a limited number of our attendees ride the distances that take them into Ut/Grand County. Meaning a pretty minimal impact on your County resources and virtually none on the town of Moab itself.							
10/8/2022	300	11/15/2021	Yes		300			Rexy, Queen of the Desert	Fruita, CO - N I-70 to Bryson Canyon Rd.	Bike Race	Yes	Yes		
	300							Moab 240	Kane creek, Hurray pass, San Juan County, into La sais, Porcupine Rim, Hwy 128	240 mile race				
10/09/2022	700							MM Arches Half Marathon	Dewany bridge, Sorrel River Ranch	running event				

	200						Jeep Jamboree	OSTA/Jeep safari trails	Jeep Event				
							Moab Craggin	OSTA	Climbing event				
							HoDown	Amasa Back	Bike Race				
							Folk Festival	GCHS, Star Hall, Ball Fields	Music event				
	1000						Scots on The Rocks	OSTA	Celtic festival				
	2000						Moab Trail Marathon	Behind the Rocks	running event				
11/9/2022	1800						MM Deadhorse Ultra	Mile Parking	running event				
	700						GGYB Highline Gathering	Fruit Bowl	Slack line				
	380						MM Winter Sun 5k	Golf Course to High School	5k foot race				

2022 - Old Spanish Trail Arena Special Events

Date	Size	Event Name	Location	Event Type	Date Verified	Does this event require a SEC Permit	Other Info	Recurring event Yes or No
2022 Season	50	Skate Moab	Pavilion	Roller Skating	Reoccurring event	No		Yes
2022 Season (Tue & Thur)	40	ZUMBA	Pavilion	Exercise	Reoccurring event	No		Yes
2022 Season	40	Baseball	Baseball Fields	Athletic	Reoccurring event	No		
2022 Season	40-60	Soccer	Soccer Fields	Athletic	Reoccurring event	No		
February 25th-27th	100	Zippy Do Dogs	Indoor Arena	Dog Agility	Reoccurring event	Yes	Cancelled for 2022	
March - May	20-50	Soccer	Soccer Fields	Sporting Event	Reoccurring event	No	Daily Practices including games through the week and on	Yes
March - May	20-50	Baseball	Baseball Fields	Sporting Event	Reoccurring event	No	Daily Practices including games through the week and on	Yes
March 10th-18th	300-500	Team Rubicon	OSTA - Full Facility	Emergency Mitigation & Resto	New Event, Originally scheduled for	?		
March 28th - April 3, 2022	1000+	Trail Fest	OSTA - Full Facility, Race in Cou	Running Expo	Jan. 2021	Yes	Holder could not get event	
April 8th - 17th	1000+	Jeep Safari	OSTA - Full Facility w/ Trails	Jeep Event	Approved w/ Commission 2-16-21	Yes	On OSTA Calendar & Trail Permits for 10 Years	YES
April 17th	300+	Evoke Life	OSTA - Pavilion	Easter Church Services	Reoccurring event	?		YES
April 19th - 23rd, 2022	100+	Jeepster Commando	OSTA - Main Arena, Trails	Jeep	2019	Yes		
April 25th-May 1st	250	Cruise Moab	OSTA - Main Arena, Camping, Trails	Toyota	Reoccurring event	Yes	On OSTA Calendar & Trail Permits for 10 Years	YES
April 30th	1000+	April Action Car Show	OSTA - Soccer Fields, Pavilion, Admin & Upper Parking Lots	Car Show	Pending Approval	Yes		
April 23rd	250+	Fallen Peach Officer	OSTA - Pavilion	Ceremony	Reoccurring event	Yes		YES
May 6th -8th	25	Mandy Rush Barrel Race Clinic	OSTA - Main Arena	Clinic	Reoccurring event	No		YES
May 6th	250+	Bronco Safari	OSTA - Pavilion, Trails	Bronco	Reoccurring event	Yes		YES
May 12th - 15th	100	Raptors on the Rocks	OSTA - Main Arena	Ford - 4x4 Event	Reoccurring event	Yes		Yes
May 22nd	80-100 Vehicles	Gone Moab	OSTA - Main Arena	Nissan Event	Cancelled for 2021Reoccurring event	Yes		YES
May 28th-30th	200	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Cancelled for 2021	Yes		YES
June 3rd-5th	1000+	Canyolands PRCA Rodeo	OSTA - Main Arena	Rodeo	Reoccurring event	Yes	Has a Grand County Resolution in place.	YES
June 11th	60	Youth M.U.L.E.Y.	OSTA - Main Arena	Youth Outdoors Clinic	Reoccurring event	No		YES
June 12th-18th	80-100	Private Government	OSTA - Main Arena	Private - Government	Reoccurring event	No		YES
September 10th	1000+	PGP Auto Show	OSTA - Soccerfields, Pavilion, & Parking Lots	Car Show	Reoccurring event	Yes		YES
September 17th-18th	1000+	Red Sand Pow Wow	OSTA - Soccerfields, Pavilion, & Parking Lots	Festival	Reoccurring event	Yes		YES
September 24th-25th	200 +	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes		YES
September 27th-Oct. 1	300+	Moab Overland Experiance	OSTA - Main Arena, Race Track	Camping Expo	New Event	Yes		YES
October 1	100	Frisbee Tournament	OSTA - Soccer Fields	Frisbee	Reoccurring event	Yes		YES
October 7th - 9th	50	Moab Fire Dept. w/ UVU Fire	OSTA - Ballfield rd/	Fire Certification	Reoccurring event	No		YES
October 6th-9th	200+	Points and Pebbles Gem Show	OSTA - Main Arena	Rock Show	Reoccurring event	Yes		YES
October 17th - 21st	25	Rigging for Rescue	OSTA - Conference room	Training	Reoccurring event	No		YES
October 19th - 22nd	25	Jeep Jamboree #2	OSTA - Pavilion & Trails	Jeep Acamedy	Reoccurring event	Yes		YES
October 27th - 29th	300	Jeep Jamboree #1	OSTA - Pavilion, Parking lots &	Jeep Event	Reoccurring event	Yes		YES
October 29th-30th	200	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes		YES
Looking into Summer dates	100	Raptors in the Rocks	OSTA - Main Arena	FORD - 4x4 Event	Reoccurring event	Yes		YES
October 31st	1000+	Trunk or Treat	OSTA - Ballfield road	Halloween trick or treating	Reoccurring event	Will Advise		YES
November 4th-7th	300-500	Moab Craggin	OSTA - Pavilion & Racetrack	Craggin Event	Reoccurring event	Yes		YES

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
FEBRUARY 1, 2022

Agenda Item: X

TITLE:	Annual Public Hearing on county mental health and substance use disorder needs.
FISCAL IMPACT:	None.
PRESENTER(S):	Melissa Huntington, Executive Director of Four Corners Community Behavioral Health, Inc.

Prepared By:

Danielle Henrie,
Payroll Specialist
Four Corners Community
Behavioral Health, Inc.
P.O. Box 867
Price, Utah 84501
435-637-7200 x301
dhenrie@fourcorners.ws

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 2022

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 1, 2022. 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 1st, 2022 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.

Agenda Summary
GRAND COUNTY COMMISSION
February 1, 2022
AGENDA ITEM: Y

TITLE:	Public hearing to consider an ordinance approving the Overnight Accommodations Overlay-Campground for Parcel No. 24-0XST-0067, located off SR 313
FISCAL IMPACT:	Unknown cost of additional overnight accommodations on the County and community
PRESENTER(S):	Planning & Zoning Staff

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete

MOTION: ***County Commission policy is to vote on public hearing agenda items at a meeting following the public hearing.*

I move to:

1. Make the following findings related to Grand County’s effort to achieve or maintain a balanced ratio of mixed uses in the County, including residential, lodging, and commercial uses; and in determining what constitutes a balanced ratio of mixed uses,
 - a. Grand County’s ratio of overnight accommodation units to one primary residential unit is currently at 1.7, which is higher than the 2019 baseline of 1.4 [if approving, justify need/desire for OA despite worsening housing crisis];
 - b. A carrying capacity analysis or additional studies specific to Grand County’s capacity to support further overnight accommodation has not been complete [if approving, justify need/desire for OA despite no known impact on our capacity];
 - c. The considerations of interest in Section 4.6.7C.2.g(1):
 - i. Economic diversification;
 - ii. Job creation;
 - iii. Increased wages;
 - iv. Community aesthetics;
 - v. Civic and open space;
 - vi. County infrastructure such as roads, water, sewer, and stormwater;
 - vii. Public services such as law enforcement and emergency medical services;
 - viii. Traffic, in quantity and circulation;
 - ix. Water resources, in quantity and quality;
 - x. Housing demand;
 - xi. Crowding or congestion in national parks and other nearby public lands; and
2. Approve/disapprove the Overnight Accommodations Overlay–Campground rezone and associated Master Plan attached hereto as Exhibit A and OAO Development Agreement for Grand County Parcel No. 24-0XST-0067.

(if favorable)

with the following condition:

1. The Owner shall record the Development Agreement in the real property records of Grand County simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

STAFF RECOMMENDATION: NEUTRAL

COUNTY ATTORNEY RECOMMENDATION: DENY

1. The proposal looks to provide a high quality experience for low impact visitors, and I expect this type of luxury glamping proposal will be increasingly popular in Grand County in the future. However, the County plans to embark on a planning process to study its OAO zones, and the RV Park/Campground zone in particular, this year, and the County Attorney recommends the Commission deny any new OAO rezone requests until this planning effort is complete.
2. Grand County's LUC does not require RV Parks/Campgrounds in the OAO-RV/Campground zone to include/build employee housing (aka assured housing), like the other types of overnight accommodations. The County Attorney recommends the County Commission deny all RV Park/Campground OAO rezone requests until such a requirement is included in the LUC.
3. Grand County's LUC allows park model units in RV Parks/Campgrounds. Given the increasing popularity of park model units, which do not go through building permit review and which may allow a campground to stay open year-round despite Moab's lack of carrying capacity for the same, the County Attorney recommends the County Commission deny all RV Park/Campground OAO rezone requests until it has a chance to study the viability of park model units in RV Parks/Campgrounds.
4. The housing to OA ratio has worsened since 2019 and no carrying capacity studies have been conducted since. The County Attorney recommends the County Commission deny all RV Park/Campground OAO rezone requests until it has a chance to study the County's carrying capacity to add more OAs.

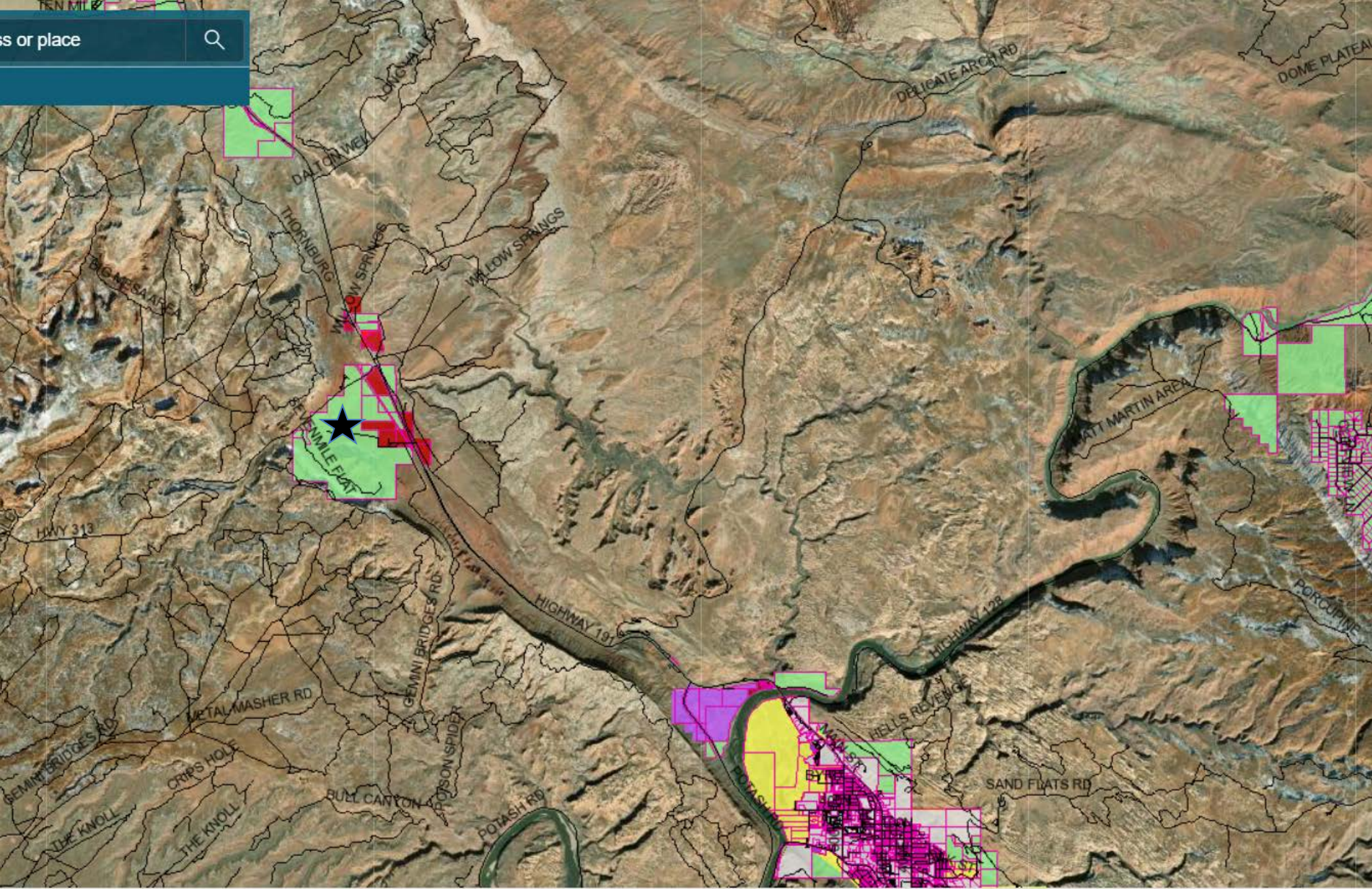
BACKGROUND:

The property is zoned Range and Grazing and is currently undeveloped and surrounded by BLM land, which is predominantly used for recreation.

ATTACHMENT(S):

1. Staff Report
2. Master Plan
3. Draft Resolution
4. Application Statement & Master Plan narrative
5. Development Agreement
6. Boundary Survey (available upon request)
7. OAO Application (available on request)

Vicinity Map





STAFF REPORT

PLANNING & ZONING DEPARTMENT

GRAND COUNTY, UTAH

DATE: December 15, 2021

TO: Grand County Commission

SUBJECT: Entrada Moab Overnight Accommodations Overlay (OAO) - Campground Application

PROPERTY OWNER: Intrepid Potash-Moab, LLC

PROP. OWNER REP: Matt Kareus

PROPERTY ADDRESS: Parcel No. 24-0XST-0067, at the intersection of HWY 199 and SR 313

SIZE OF PROPERTY: 544 acres

EXISTING ZONE: Range and Grazing (RG)

EXISTING LAND USE: Undeveloped, recreation

ADJACENT ZONING AND LAND USE(S): Zones: Range & Grazing (RG), Resort Special (RS); undeveloped, BLM

APPLICATION TYPE

Overnight Accommodations Overlay (OAO)-Campground

STAFF RECOMMENDATION: Neutral

APPLICATION PROCEDURE

Decision Type: Legislative

Public Notices: Public Meeting at:

Planning Commission

County Council

Public Hearing at:

Planning Commission

County Commission

Attachments:

Master Plan

Master Plan narrative

Applicant Statement

Development Agreement

Legal Description

Public Comments

Agency Comments

Response to Standards

Other:

SUMMARY OF REQUEST

This is a request for the OAO-Campground District to be applied to Parcel 24-0XST-0067 for the purpose of developing a luxury eco-retreat centered on environmentally responsible tourism. The OAO proposal includes plans for 16 tent sites, activity center, spa and swimming pools, panoramic deck, and trails. The future Site Plan (not being considered as part of the OAO application) proposes 6 employee units.

All noticing requirements were met for this application.

PROPERTY HISTORY

The property is zoned Range and Grazing and is currently undeveloped and surrounded by BLM land, which is predominantly used for recreation.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The applicant will be required to provide a public water source at Site Plan review. Wastewater will be treated using an Orenco on site treatment unit and drain field. Preliminary engineering studies will be required to assess the feasibility of a public water source and ability to dispose of waste water on site.

At site plan review, an access permit from UDOT will be required for access off State Road 313.

Also at site plan review, a drainage study will be required specifically to address the crossing of Seven Mile Wash, a major drainage channel. And due to the site being adjacent to steep high slopes and cliffs, a slope stability and rockfall hazards study will be required by a licensed Geotechnical engineer.

COMPATIBILITY WITH GRAND COUNTY GENERAL PLAN AND LAND USE CODE

Consistency with General Plan

- I. The proposed project is located within the North Corridor area of the Future Land Use Map, as defined below.

Chapter 4.4 Future Land Use Plan Designations -- North Corridor

This designation encourages nodes of tourism-oriented, resort commercial development, rural density residential development and viable livestock grazing and natural resource development on the private and state lands along US 191 north of Moab and near the north entrance to Moab (Figures 4.6, 4.14 and 4.15). New commercial development requires an open space set-aside of at least 25%. Scenic resources are protected in new developments along this corridor traveled by visitors accessing Moab, the Spanish Valley, Arches, Canyonlands National Park, and millions of acres of other public lands (see scenic corridor overlay). While this designation emphasizes the protection of scenic resources it does not call for limitations on uses allowed under the zoning adopted in the 2008 Land Use Code, including natural resource development.

- a. The type of land use that this development proposes is consistent with “nodes of tourism, resort commercial development”, however, the project site is also within the Scenic Resource Protection District, which was adopted after the General Plan Future Land Use Map, and therefore takes precedence (see below section on Conformance with Land Use Code).

Conformance with Grand County Land Use Code (LUC)

- I. The Proposed development is in conformance with LUC **Article 9**, Administration and Procedure and article 4.6.7 - OAO District Application in the following ways:

a. The applicant submitted documents and plans for review and approval, per requirements in LUC article 9.1.3 Minimum Submission Requirements and article 4.6.7- OAO District Application.

b. The application was reviewed by the zoning administrator and deemed a complete application on October 1, 2021, per article 9.1.3 and 4.6.7.

II. Per article **2.7.1 Purpose, the Range and Grazing (RG)** District is designed to accommodate agricultural and agriculture-related, and low density residential development uses in those parts of the county with limited public services.

a. The proposed development is not a permitted use within Range and Grazing, therefore the application for OAO-Campground has been submitted to allow for the proposed use.

III. **LUC Article 4.6.1, Purpose** -OAO Districts should be applied only to parcel(s) planned or historically used primarily for such use and activity, accessible directly by an arterial or collector street, and where appropriate and compatible with adjacent land uses and neighborhoods.

The -OAO Districts ensure that overnight accommodations are designed and developed in a manner that addresses the impacts and the increased service needs they generate, including but not limited to traffic, employee housing, natural resources (e.g., land and water), sewerage, law enforcement, and emergency medical services. The -OAO Districts also ensure that Grand County maintains a healthy amount of developable commercial land and mix of commercial uses that support a diverse economy. The-OAO Districts should be applied to ensure that new and redeveloped projects result in tangible community benefits through the application of creative design, the incorporation and support for mixed uses both on site and elsewhere in the community, and through the provision and support for public uses and spaces to provide a balanced community structure.

a. Entrada Moab is located in an area where camping and recreation are the historic and primary activities, and the development would be compatible with adjacent land uses, being that it is centered on recreation and camping. The site is accessed by State Highway 313, a main arterial.

b. The Entrada Moab offsets its impact on infrastructure by generating renewable energy for at least 80% of its energy demand onsite and sewer will also be managed onsite, so as to have no impact on existing Grand County sewer infrastructure. The proposal includes plans to utilize grey water recycling and stormwater infiltration or bioswales to mitigate water demand. The future concept plan includes six (6) employee housing units to offset the demand it might create on housing, and also includes a proposal for an open space conservation easement on the portion of property within the North Corridor viewshed. The proposed use, will contribute to increased traffic along Hwy 191 and 313 during peak visitor seasons.

c. While the proposed development does offer a variety of amenities on site, it does not propose mixed uses on site or elsewhere in the community, except for the addition of employee housing in the future site plan.

d. Entrada Moab proposes (in a future site plan) a conservation easement for a large portion of the 544 acre parcel, including the land within the north corridor viewshed.

IV. **LUC Article 4.6.5 Design Standards** in -OAO Districts.

Energy. Entrada Moab will generate 80% of its energy demand on-site with renewable energy sources.
Water. The developer plans to drill a well on-site to the standards for a public water system, sufficient in quantity and quality to serve the development. Grey water recycling and stormwater infiltration or bioswales will be utilized to mitigate water demand.

Transportation. No transit or shuttle stop is delineated on the site plan as there is no existing or proposed public transit to the site. The subject property is located within the _____ region, as identified by the Non-motorized Trails Master Plan. As such, any trails identified in this Plan that run through the property, will be dedicated to the public in an easement. There are no EV charging stations proposed in the application.

Mixed Use (assured housing requirement). OAO Campgrounds are not required to provide assured housing but the applicant is proposing six employee housing units on site, as part of the future concept plan.

Open Space. The Entrada Moab Master Plan illustrates the relatively small development footprint which allows for the majority of the 544-acre parcel be preserved as open space.

Height. The development will not exceed height standards for the Range and Grazing zone. The project site is within the Scenic Resource Protection District and will comply with those requirements set forth in LUC section 4.8.

Density & Scale. This proposal includes 16 tent sites, well under the 60 maximum units for OAO Campground Districts.

Site Configuration. The development will be set far back from the fronting road and largely hidden from view. Tent sites and common buildings will be oriented to provide views of open space. The parking area will be primitive and the solar panels and other necessary equipment will be hidden from view. No grading is proposed as part of the project.

Building Design. Summary of structures and facilities: 16 tent sites, an adventure center, swimming pools, a spa, a panoramic deck, trails and employee accommodations. Design standards for OAO-campgrounds will be reviewed at site plan review.

Materials and Colors. All buildings and structures within Entrada Moab are designed and will be constructed to meet the requirements set forth in Article 4.6.5 (J) Materials and Colors, utilizing earth tone colors that are complementary to the surrounding landscape and visual backdrops

The requirements in Article **4.6.6 Use and Occupancy Standards**, shall be met at Site Plan Approval.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

4.6.2 Applicability: When approving or denying an -OAO District application, the Commission shall consider and make findings related to the impact of the proposed development on Grand County's effort to achieve or maintain a balanced ratio of mixed uses in the County, including residential, lodging, and commercial uses; and in determining what constitutes a balanced ratio of mixed uses, the County Commission shall consider the following factors:

Grand County's present day conditions produce a development ratio of 1.7 overnight accommodation units to one primary residential unit, three points above the early 2019 ratio of 1.4, which is considered the baseline for considering approval of new OAO districts.

According to the County Treasurer's database, there are currently 3,372 primary dwelling units in Grand County (including the City) and 5,414 overnight rental units (!0/2021).

There currently does not exist data demonstrating carrying capacity analyses nor are there additional studies specific to Grand County in relation to considering OAO District Approval

The Entrada Moab development has been reviewed against the considerations of interest in Section 4.6.7C.2.g(1), with regard to impacts and benefits to Grand County, as follows:

(1) Impacts and Benefits

Economic diversification. The Entrada Moab promotes responsible, small scale tourism; and while it does not enhance economic diversification within Grand County.

Job creation. The development may not have a large impact on job creation, but will provide some employment opportunities.

Increased wages. The development is not expected to affect wages in Grand County.

Community aesthetics. As the project site is hidden from view off HWY 313 and located outside of the Moab Valley, community aesthetics will not be affected. The Entrada Moab is designed to blend in with the natural environment so that the focus is on nature, not the built structures.

Civic and open space. The Entrada Moab will be developed within a modest footprint, preserving the majority of the 544-acre parcel as undisturbed open space. Civic space will not be created or affected.

County infrastructure such as roads, water, sewer, and stormwater. The project will not impact County infrastructure, but will create demand for water. Road improvements and a drainage study will be required at Site Plan review.

Public services such as law enforcement and emergency medical services. Entrada Moab will be required to provide a fire hydrant and water storage for emergency use.

Traffic, in quantity and circulation. Due to the relatively small number of overnight rental units and the remote location of the site, traffic will not be an issue of concern.

Water resources, in quantity and quality. A well will be constructed and designed to meet the requirements of a public water source.

Housing demand. The future concept plan includes a proposal for six (6) employee houses.

Crowding or congestion in national parks and other nearby public lands. The number of patrons staying at Entrada and visiting nearby public lands and national parks, may be approximately 64 (16 units x 4 people) at max capacity, but average occupancy may be much less. The project may contribute to crowding in national parks and public lands.

(2) A description, stated with specificity, of additional beneficial public services and goods the proposed development provides to the community.

The project is beneficial to the public by dedicating a large portion of land in the Scenic Resource Protection District to open space via a conservation easement. Trails crossing the property that are identified in the Grand County non-motorized trail master plan will be preserved with a trail easement to be recorded at the time of Site Plan review. Entrada Moab will also offer a higher than average pay for jobs created as a result of the operation.

(3) An analysis that compares the stated community benefit(s) with the proposed impact(s). Possible community benefits of Entrada Moab may be responsible, organized, small-scale camping with minimal impact on County public infrastructure. The most impact that the project will likely have is the demand for emergency services, additional demand for water and increased use of public lands.

V. 4.8 Scenic Resource Protection District – Purpose

The Scenic Resource Protection District (SRPD) is an overlay district intended to accomplish one or more of the following purposes:

Prioritize the preservation of the natural beauty and ecological quality of the gateway to Moab and facilitate the use and enjoyment of the area while providing opportunities for development that enhances the character of the area while not impeding its scenic value;

Recognize this area as a gateway to the valuable scenic amenities of the greater Moab area, and as an introduction to the character and outdoor ethics of the community;

Protect and preserve the recreational and conservation uses of the area;

Preserve and support the natural and ecological quality of the area including night skies, water quality and quantity, native vegetation and biome, natural quiet, and contiguous open space used as habitat by local wildlife;

Support development that balances conservation, recreation, and ecological goals; and

Fulfill the community vision for the area when the opportunity arises through smart redevelopment to protect and preserve the area for future generations to enjoy.

- a. The Entrada Moab tent sites and resort amenities have been planned so that they are not visible from HWY 191 and SR 313. The majority of the land will be left undeveloped, preserving the scenic resource of the Seven Mile Area

VI. **4.8.2 Applicability**

The SRPD shall apply to the following real property:

All real property leased to a private person, as defined in Section 10.2, or privately owned included in the following map (“Seven Mile Area”), for the purpose of protecting the views of the surrounding area, acknowledging the status of US Highway 191 and Utah State Route 313 as scenic byways, and protecting the view from Arches National Park into this area.

- a. The subject parcel is located with the Seven Mile Area and thus the applicant will develop the site in accordance with the SRPD design standards to protect the scenic byways of HWY 191 and SR 313.

I. **4.8.3 Allowed Uses**

Allowed uses are governed by the underlying zone district pursuant to Article 3. The preferred zone district for parcels within the SRPD with access adjoining US Highway 191 and Utah State Route 313 is Resort Special. The preferred zone district for parcels within the SRPD without access adjoining US Highway 191 and Utah State Route 313 is Range and Grazing.

- a. The Entrada Moab subject parcel is located on HWY 191 and SR 313, and is zoned Range and Grazing. Overnight Accommodations are not allowed in any zone within Grand County, hence the application for the OAO rezone.

STAFF RECOMMENDATION: Neutral

PLANNING COMMISSION RECOMMENDATION: Approve with conditions

On October 11, 2021 at a public hearing, the Planning Commission unanimously approved a motion to send a favorable recommendation to the County Commission for the Entrada Moab OAO application, with the condition that six deed restricted employee housing units are included in the Master Plan. Unfortunately, the OAO-RV/Campground district approval is exempt from the assured housing requirement that other OAO Districts include, therefore it is not possible (legally) to include deed restricted employee housing as a condition of approval for this application.

GRAND COUNTY, UTAH

ORDINANCE NO. _____ (2022)

**APPROVING APPLICATION OF THE OVERNIGHT ACCOMMODATIONS
OVERLAY - RV / CAMPGROUND TO PARCEL NO. 24-0XST-0067 AND
ASSOCIATED MASTER PLAN AND DEVELOPMENT AGREEMENT**

WHEREAS, INTREPID POTASH - MOAB, LLC (“Owner”) is the owner of record of 544 acres of real property known as Parcel No. 24-0XST-0067, more specifically described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 3, T25S, R20E, SLB&M; THENCE ALONG THE CENTER SECTION LINE NORTH 89° 50'18" EAST 1057.3 FEET TO THE POINT OF BEGINNING, AND PROCEEDING THENCE NORTH 89° 50'18" EAST 271.17 FEET; THENCE NORTH 01° 17'50" WEST 782.14 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 313; THENCE WITH SAID RIGHT-OF-WAY NORTH 48° 15'55" EAST 795.26 FEET; THENCE WITH THE NORTH LINE OF LOT 14 NORTH 89° 37'07" EAST 184.08 FEET; THENCE SOUTH 01° 17'50" EAST 1310.66 FEET; THENCE NORTH 89° 50'18" EAST 538.90 FEET TO THE SOUTHEAST CORNER OF LOT 14, OF SAID SECTION 3; THENCE SOUTH 01° 25'11" EAST 2659.0 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 89° 07'04" EAST 2622.8 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 01° 10'00" EAST 659.3 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4NW1/4 OF SECTION 11, T25S, R20E, SLB&M; THENCE NORTH 88° 50'16" EAST 1320.5 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 01° 09'44" WEST 665.2 FEET TO THE NORTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 88° 35'01" EAST 1320.6 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 01° 09'28" EAST 2639.0 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 88° 37'12" WEST 2640.8 FEET TO THE WEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89° 06'01" WEST 2631.1 FEET TO THE CENTER OF SECTION 10, T25S, R20E, SLB&M; THENCE NORTH 00° 59'17" WEST 1319.1 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE SOUTH 89° 05'02" WEST 2656.9 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE NORTH 01° 11'26" WEST 1318.3 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE WEST LINE OF SAID SECTION 10 NORTH 01° 18'40" WEST 2110.3 FEET; THENCE NORTH 89° 34'56" EAST 684.18 FEET; THENCE SOUTH 33° 18'12" EAST 646.16 FEET; THENCE NORTH 85° 53'22" EAST 363.31 FEET; THENCE NORTH 33° 18'12" WEST 648.07 FEET; THENCE NORTH 00° 09'42" WEST 551.43 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Owner has submitted an application requesting the Overnight Accommodations Overlay-RV/Campground as defined by the Grand County Land Use Code (“LUC”) Section 4.6;

WHEREAS, the previously-named Grand County Council (the “Council”) adopted the LUC on January 4, 1999 with Ordinance No. 299, and codified with Resolution No. 468 on April 15,

2008, as amended, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Council adopted Ordinance No. 595 for the Overnight Accommodations Overlay District on July 18, 2019, as amended by Ordinance No. 607 on January 7, 2020;

WHEREAS, the Owner has submitted and the County Attorney has approved a Development Agreement committing the Developer to the requirements of LUC Section 4.6;

WHEREAS, the Owner has submitted a Master Plan satisfying the statutory requirements of LUC Section 4.6 (Overnight Accommodations Overlay Districts);

WHEREAS, in a public hearing on October 11, 2021, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and unanimously approved a motion to send a favorable recommendation to the Grand County Commission;

WHEREAS, due notice was given that the Grand County Commission would meet to hear and consider the proposed OAO application in a public hearing on January 18, 2021;

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Commission that it does hereby approve the application of the OAO-RV/Campground District to real property known as Parcel No. 24-0XST-0067, the associated Master Plan attached hereto as Exhibit A, and OAO Development Agreement, subject to the following condition:

1. The Owner shall record the Development Agreement in the real property records of Grand County simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

PASSED, ADOPTED, AND APPROVED by the Grand County Commission in open session this ___th day of _____, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission

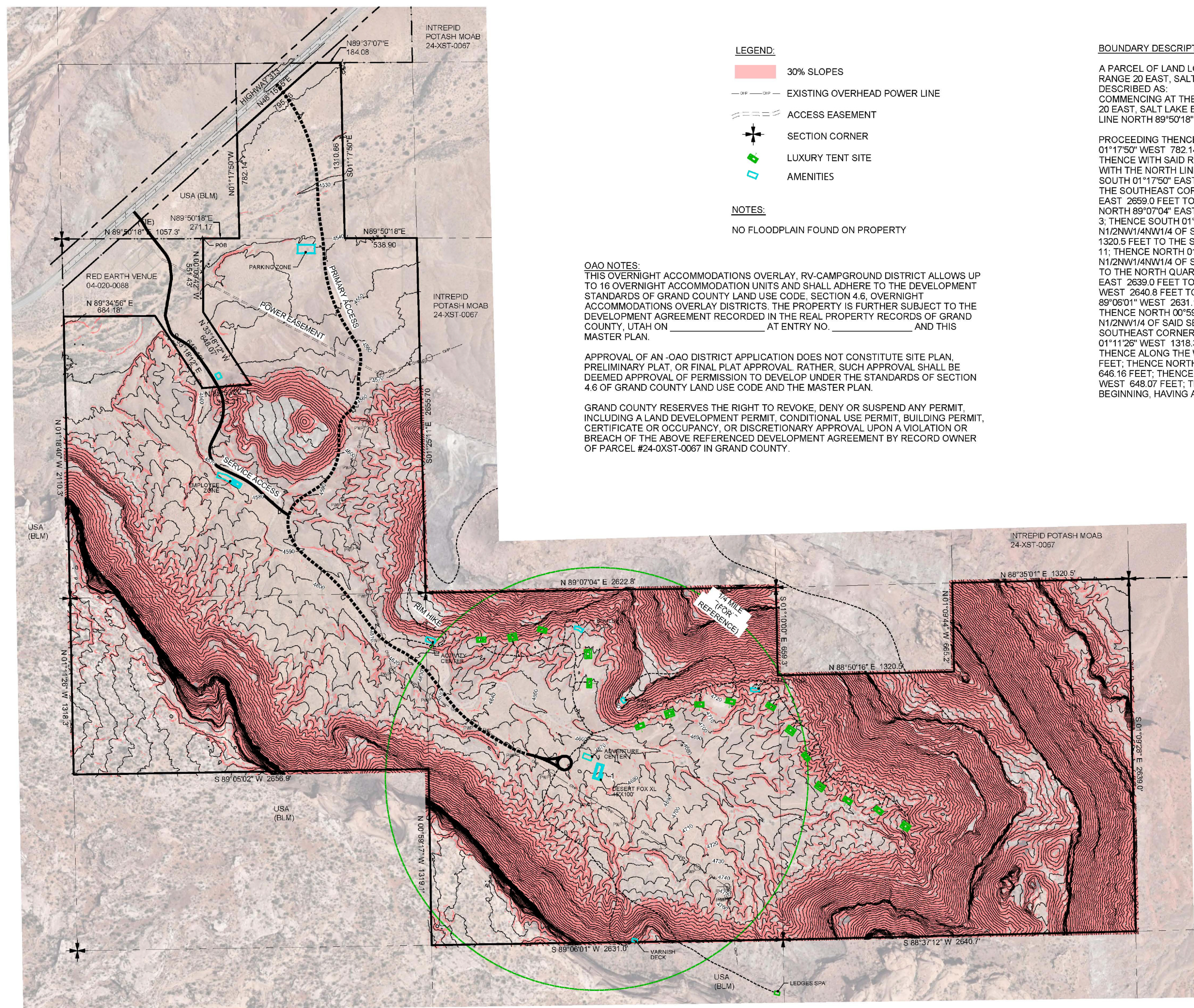
ATTEST:

Gabriel Woytek, Chairperson

Quinn Hall, Clerk/Auditor

Attached Exhibits:

Exhibit A: Master Plan



- LEGEND:**
- 30% SLOPES
 - EXISTING OVERHEAD POWER LINE
 - ACCESS EASEMENT
 - SECTION CORNER
 - LUXURY TENT SITE
 - AMENITIES

NOTES:
NO FLOODPLAIN FOUND ON PROPERTY

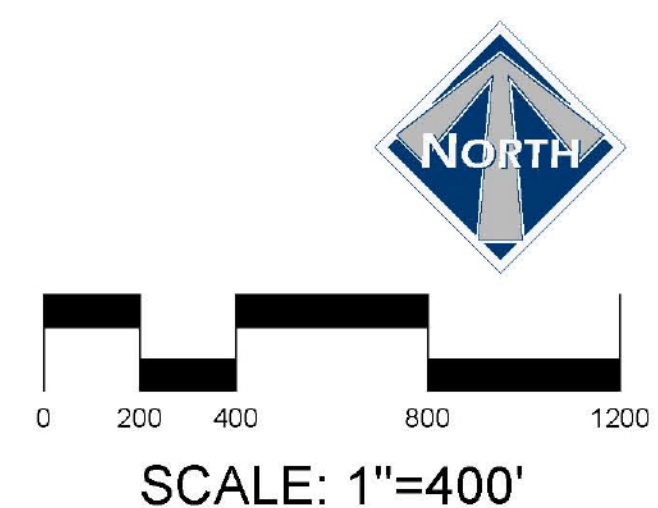
OAO NOTES:
THIS OVERNIGHT ACCOMMODATIONS OVERLAY, RV-CAMPGROUND DISTRICT ALLOWS UP TO 16 OVERNIGHT ACCOMMODATION UNITS AND SHALL ADHERE TO THE DEVELOPMENT STANDARDS OF GRAND COUNTY LAND USE CODE, SECTION 4.6, OVERNIGHT ACCOMMODATIONS OVERLAY DISTRICTS. THE PROPERTY IS FURTHER SUBJECT TO THE DEVELOPMENT AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GRAND COUNTY, UTAH ON _____ AT ENTRY NO. _____ AND THIS MASTER PLAN.

APPROVAL OF AN -OAO DISTRICT APPLICATION DOES NOT CONSTITUTE SITE PLAN, PRELIMINARY PLAT, OR FINAL PLAT APPROVAL. RATHER, SUCH APPROVAL SHALL BE DEEMED APPROVAL OF PERMISSION TO DEVELOP UNDER THE STANDARDS OF SECTION 4.6 OF GRAND COUNTY LAND USE CODE AND THE MASTER PLAN.

GRAND COUNTY RESERVES THE RIGHT TO REVOKE, DENY OR SUSPEND ANY PERMIT, INCLUDING A LAND DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT, BUILDING PERMIT, CERTIFICATE OF OCCUPANCY, OR DISCRETIONARY APPROVAL UPON A VIOLATION OR BREACH OF THE ABOVE REFERENCED DEVELOPMENT AGREEMENT BY RECORD OWNER OF PARCEL #24-0XST-0067 IN GRAND COUNTY.

BOUNDARY DESCRIPTION:
A PARCEL OF LAND LOCATED WITHIN SECTIONS 3, 10, & 11 OF TOWNSHIP 25 SOUTH, RANGE 20 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 20 EAST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE CENTER SECTION LINE NORTH 89°50'18" EAST 1057.3 FEET TO THE POINT OF BEGINNING

PROCEEDING THENCE NORTH 89°50'18" EAST 271.17 FEET; THENCE NORTH 01°17'50" WEST 782.14 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 313; THENCE WITH SAID RIGHT-OF-WAY NORTH 48°15'55" EAST 795.26 FEET; THENCE WITH THE NORTH LINE OF LOT 14, NORTH 89°37'07" EAST 184.08 FEET; THENCE SOUTH 01°17'50" EAST 1310.66 FEET; THENCE NORTH 89°50'18" EAST 538.90 FEET TO THE SOUTHEAST CORNER OF LOT 14, OF SAID SECTION 3; THENCE SOUTH 01°25'11" EAST 2659.0 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 89°07'04" EAST 2622.8 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE SOUTH 01°10'00" EAST 659.3 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4NW1/4 OF SECTION 11, T25S, R20E, SLB&M; THENCE NORTH 88°50'16" EAST 1320.5 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 01°09'44" WEST 665.2 FEET TO THE NORTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 88°35'01" EAST 1320.6 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 01°09'28" EAST 2639.0 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 88°37'12" WEST 2640.8 FEET TO THE WEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89°05'01" WEST 2631.1 FEET TO THE CENTER OF SECTION 10, T25S, R20E, SLB&M; THENCE NORTH 00°59'17" WEST 1319.1 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE SOUTH 89°05'02" WEST 2656.9 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE NORTH 01°11'26" WEST 1318.3 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE WEST LINE OF SAID SECTION 10 NORTH 01°18'40" WEST 2110.3 FEET; THENCE NORTH 89°34'56" EAST 684.18 FEET; THENCE SOUTH 33°18'12" EAST 646.16 FEET; THENCE NORTH 85°53'22" EAST 363.31 FEET; THENCE NORTH 33°18'12" WEST 648.07 FEET; THENCE NORTH 00°09'42" WEST 551.43 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 544.13 ACRES, MORE OR LESS.



GRAND COUNTY ENTRADA MOAB		
MASTER PLAN		
BERG ENGINEERING <small>380 E Main St. Suite 204 Midway, Ut 84049 ph 435.657.9749</small>		
DESIGN BY: PDB	DATE: 9 DEC 2021	SHEET
DRAWN BY: DEJ	REV:	1

File: N:\New\Projects - Geomark (Company)\04-020-0088\04-020-0088.dwg, Plot Date: 12/09/2021 10:00:00 AM, Plot Scale: 1"=400', Plot Size: 11.00 x 17.00, Plot Orientation: Landscape, Plot Date: 12/09/2021 10:00:00 AM, Plot Scale: 1"=400', Plot Size: 11.00 x 17.00, Plot Orientation: Landscape

DEVELOPMENT AGREEMENT
OVERNIGHT ACCOMMODATIONS OVERLAY DISTRICT – RV/Campground
Pursuant to Grand County Code Section 4.6

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____ 2022 (the “**Effective Date**”) by and between Intrepid Potash - Moab, LLC, a Delaware limited liability corporation with its principal place of business located at 1001 17th Street, Suite 1050 Denver, CO 80202 (“**Owner/Developer**”), and Grand County, a political subdivision of the State of Utah (“**County**”).

Recitals

- A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in *Exhibit A* (the “Property”), which is attached hereto and incorporated herein by this reference.
- B. WHEREAS, Owner/Developer has requested Grand County to apply the Overnight Accommodations Overlay -RV/Campground District (the “OAO District Application”) to the Property pursuant to Section 4.6 of the Grand County Land Use Code (the “Code”).
- C. WHEREAS, the Grand County Commission has, in the exercise of its legislative discretion and following all required public hearings, approved the OAO District Application pursuant to the terms and conditions herein.
- D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.6, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed as particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including approval of the OAO District Application to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in Section 4.6 of the Code.
- 2. **COVENANT TO COMPLY WITH CODE.** Upon approval of the OAO-RV/Campground district, up to 16 overnight camping sites may be developed on the Property. In consideration of the application of the OAO District to the Property, and specifically the Development Standards set forth in Code Section 4.6.6, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.6 of the Code, which provisions, duties, and obligations are integrated herein by this reference.

3. DEFAULT.

- 3.1. Violation or breach of any provision of this Agreement or Section 4.6 of the Code, as amended, shall constitute a Default. The County may enforce a Default and impose penalties under the provisions of Sections 1.8 and 1.9 of the Code, as amended.
- 3.2. In the event of a Default, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval; recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees, under the Code or Title 1 of the Grand County General Ordinances; and seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure, or any other appropriate action for unlawful detainer, injunctive relief or damages.

4. MISCELLANEOUS.

- 4.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Property are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.
- 4.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.
- 4.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 4.4. This Agreement shall be governed by and construed under Utah law.

- 4.5. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors, and assigns of the parties.
- 4.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 4.7. Except for legislative changes of Section 4.6 of the Code which are incorporated herein, this Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions may not be amended or modified without reapplication to the County.
- 4.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any structure within a site plan approved hereunder, as required by Section 4.6 of the Code.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

COUNTY: Grand County
 A political subdivision of the State of Utah

STATE OF UTAH)
) ss
 COUNTY OF GRAND)

Name: _____
 Gabriel Woytek, Chair

 NOTARY PUBLIC

Owner/Developer:

By: Intrepid Potash - Moab, LLC
Name: Rick York
Title: Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____ 2022, Rick York, as manager of Intrepid Potash - Moab, LLC, a Delaware Limited Liability Company, appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of its Articles of Incorporation and Operating Agreement.

NOTARY PUBLIC

Exhibit A
Real Property Legal Description

A PARCEL OF LAND LOCATED WITHIN SECTIONS 3, 10, AND 11 OF T25S, R20E, SLB&M, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 3, T25S, R20E, SLB&M; THENCE ALONG THE CENTER SECTION LINE NORTH 89° 50'18" EAST 1057.3 FEET TO THE POINT OF BEGINNING, AND PROCEEDING THENCE NORTH 89° 50'18" EAST 271.17 FEET; THENCE NORTH 01° 17'50" WEST 782.14 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 313; THENCE WITH SAID RIGHT-OF-WAY NORTH 48° 15'55" EAST 795.26 FEET; THENCE WITH THE NORTH LINE OF LOT 14 NORTH 89° 37'07" EAST 184.08 FEET; THENCE SOUTH 01° 17'50" EAST 1310.66 FEET; THENCE NORTH 89° 50'18" EAST 538.90 FEET TO THE SOUTHEAST CORNER OF LOT 14, OF SAID SECTION 3; THENCE SOUTH 01° 25'11" EAST 2659.0 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 89° 07'04" EAST 2622.8 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 01° 10'00" EAST 659.3 FEET TO THE SOUTHWEST CORNER OF THE N1/2NW1/4NW1/4 OF SECTION 11, T25S, R20E, SLB&M; THENCE NORTH 88° 50'16" EAST 1320.5 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 01° 09'44" WEST 665.2 FEET TO THE NORTHEAST CORNER OF THE N1/2NW1/4NW1/4 OF SAID SECTION 11; THENCE NORTH 88° 35'01" EAST 1320.6 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11; THENCE SOUTH 01° 09'28" EAST 2639.0 FEET TO THE CENTER OF SAID SECTION 11; THENCE SOUTH 88° 37'12" WEST 2640.8 FEET TO THE WEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89° 06'01" WEST 2631.1 FEET TO THE CENTER OF SECTION 10, T25S, R20E, SLB&M; THENCE NORTH 00° 59'17" WEST 1319.1 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE SOUTH 89° 05'02" WEST 2656.9 FEET TO THE SOUTHEAST CORNER OF THE N1/2NW1/4 OF SAID SECTION 10; THENCE NORTH 01° 11'26" WEST 1318.3 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE WEST LINE OF SAID SECTION 10 NORTH 01° 18'40" WEST 2110.3 FEET; THENCE NORTH 89° 34'56" EAST 684.18 FEET; THENCE SOUTH 33° 18'12" EAST 646.16 FEET; THENCE NORTH 85° 53'22" EAST 363.31 FEET; THENCE NORTH 33° 18'12" WEST 648.07 FEET; THENCE NORTH 00° 09'42" WEST 551.43 FEET TO THE POINT OF BEGINNING.



ENTRADA CAMPS AND CONSERVATION

January 20, 2022

Dear Members of the Grand County Commission:

I am writing to you today in support of the OAO application submitted by Entrada Camps and Conservation (ECC), which will be considered during the February 1 county commission meeting. ECC is currently under contract to purchase a 544-acre property along Highway 313 from Intrepid Potash Mining Company. The purchase agreement is contingent upon the approval of our OAO application. As I'm sure you are aware, the county planning commission voted unanimously to recommend our project for approval on October 11, 2021.

As a fifth generation descendent of homesteaders who settled near the Colorado/Utah border, I have been visiting Moab regularly for nearly 50 years. I have witnessed firsthand how explosive tourism growth has affected your community and I understand why many residents are wary of any type of new overnight accommodation development and why the Overnight Overlay Accommodation application process was adopted.

That said, for the past 25 years, I have been involved in developing and promoting sustainable, experiential tourism in some of the most sought after and fragile nature and natural history destinations in the world in both for-profit and not-for-profit capacities. I have served on the board and as an advisor to several organizations dedicated to promoting sustainable tourism, including Sustainable Travel International, Serengeti Watch and the Natural Selection Foundation.

I founded Entrada Camps and Conservation to bring a new model of low impact, high value sustainable tourism to the American West, beginning in Grand County, because I have seen firsthand how thoughtful, well-managed tourism can provide substantive economic benefits to local communities and people and can be a powerful force for the conservation and protection of the natural world.

Since 2009, I have served as the Executive Director of the International Galapagos Tour Operators Association, an internationally respected 501(c)(3) public charity dedicated to the lasting protection of the Galapagos Islands through the promotion of limited, well-managed tourism. Like Grand County, these islands have grappled with the issue of double digit annual tourism growth in recent years, facilitated in large part by a huge increase in the number of hotels there.

I believe that the answer for destinations like Grand County and the Galapagos Islands is not to simply shut the door on any type of new tourism development, but to cultivate the kind of tourism industry that maximizes the benefits of tourism while mitigating its negative impacts.

I believe our project does exactly that. In fact, I believe Entrada Moab, if allowed to move forward, will set bold new standards for sustainable, socially and environmentally friendly overnight accommodations in the US and beyond.

Below I have summarized why I believe this to be the case for your consideration:

ECC is committed to conserving and protecting the natural heritage of Grand County

With just 16 tents on 544 acres, we believe that our vision for this property constitutes its most sustainable and beneficial long term use.

The property is located at the beginning of Highway 313, one of our country's most spectacular scenic by-ways and the gateway to Canyonlands National Park and Dead Horse Point State Park. Our small camp will be tucked into the back of the large box canyon. The tents will be designed to blend in seamlessly with their surroundings and will be barely visible from the highway and a very small fraction of the property would be impacted by our development. We are also in the process of exploring the possibility of placing a permanent conservation easement on the front half of the property to insure that it is never developed.

The property is currently zoned RG, which according to Article 3.1.1.d of the Grand County land use code, includes the permitted right to develop one residential unit per five acres as well as a variety of different types of businesses. In the past six months, I have been approached by three different parties who have expressed an interest in purchasing the property and developing five-acre "ranchettes." Water is of course an issue in this area, but there is now a deeded and approved well just across highway 191 that would produce enough water for a significant residential development. Unfortunately, this type of low density housing development would likely consist of very expensive homes, many of which would be vacation residences, and would do little, if anything, to ameliorate the local housing shortage, but would have a disastrous impact on visitor experience and the viewshed along Highway 313 forever.

I believe it is only a matter of time before this land is developed, and I strongly believe that our intended vision for the property will offer Grand County the opportunity to protect most of it, and the viewshed along Highway 313, in perpetuity. And because the property is privately owned, Entrada Moab will not result in any loss of existing access for local residents.

We are committed to the highest standards of sustainability

Our vision for Entrada Moab is for it to be not only a world-class overnight accommodation, on par with the best luxury safari camps of Africa, but for it to be the most sustainable, eco-friendly overnight accommodation in the United States. Our tents will be built on raised wooden platforms with minimal use of concrete and other hard infrastructure. Entrada Moab will be designed and built so that it can be easily removed with little trace, if necessary. On top of that,

we will employ state of the art water usage, energy efficiency, and waste water treatment technologies to ensure our impacts on the environment are minimal.

ECC is partnering with Luxury Frontiers to bring Entrada Moab to life. Luxury Frontiers designed and built Camp Sarika at Amangiri in southern Utah, along with many other top-tented camps and resorts in the world. *Travel & Leisure* recently released its list of top 100 hotels in the world and Luxury Frontiers' properties claimed the number two and 13 spots. In addition, Luxury Frontiers projects have won nearly every award for sustainability and innovation in the hospitality industry.

I believe Entrada Moab will be something that the residents of Grand County can be truly proud of and excited about.

We promote low volume, high value tourism

With only 16 tents, Entrada Moab will have a negligible impact on the county's overall visitor capacity. Yet our high nightly rate (starting around \$2,000 per tent) will ensure that our contribution to the local tax base will be roughly the same as a standard 150 to 200 room hotel. Moreover, we will be servicing a segment of the market that is not currently being serviced by existing accommodations.

In addition, we estimate that we will hire approximately 50 full time staff members. Our vision of luxury, experiential tourism requires dedicated, engaged and loyal employees. That's why our staffing plan includes salaries that are 30% to 50% higher than Grand County averages for similar positions. Our budgets also include generous employee benefit packages, including housing stipends, health insurance, paid vacations, and profit sharing. Our aim is not to simply provide good jobs, but to provide world-class hospitality training and rewarding careers to our valued team members.

We strive to mitigate the negative impacts of tourism

The explosive growth of hotels and overnight rentals in and around Moab have clearly changed the character of your community and, especially in recent years, has had an adverse impact on the quality of life of the people who live here. Our location is 15 miles from town and we will have our own restaurant and onsite activities. We will also have our own vehicles and guides, all of which will minimize the need for our guests to bring or rent their own vehicles and venture into town.

The Entrada Moab experience will be heavily focused on the incredible beauty and natural history of Grand County. World-class naturalist guides will educate visitors about the incredibly complex and fragile ecology of the desert and the fascinating geology of the area. Our target market is highly educated, older guests (55+) who tend to favor walking, hiking, and biking to motorized sports and other more impactful types of recreation.

We educate our guests and give back to the communities in which we operate

Entrada Moab will donate a minimum of 1% of its revenue (not profit!) to the not-for-profit Entrada Foundation, which will provide grants and support to community-based conservation projects. We are also developing an innovative traveler philanthropy initiative, which will educate our guests about challenges and issues facing the area and provide them with an opportunity to make a donation to our foundation.

We intend to become engaged and active citizens of the Grand County community and do our part to make it a better, more vibrant, and economically diverse place to live.

I welcome your question, comments, and ideas for how we can work together to support a vibrant and sustainable tourism industry in Grand County.

Sincerely,

A handwritten signature in cursive script that reads "Matt Kareus". The signature is written in a dark ink and is positioned to the left of the typed name.

Matt Kareus
Managing Director
Entrada Camps and Conservation



SITE PLAN

- 1) Main Area 2) Eco Explorer Unit 3) Lux Explorer Unit 4) Boulder Pool 5) Family Pool 6) Pano Deck 7) Varnish Deck 8) Ledges Spa
9) Activity Center 10) Bridge 11) Rim Hike 12) Employee Facilities 13) Proposed Parking Zone 14) Primary Access 15) Service Access





ENTRADA
CAMPS AND
CONSERVATION



25 JUNE 2021



ENTRADA MOAB
CONCEPTUAL PRESENTATION



SITE PLAN

- 1) Main Area 2) Eco Explorer Unit 3) Lux Explorer Unit 4) Boulder Pool 5) Family Pool 6) Pano Deck 7) Varnish Deck 8) Ledges Spa
9) Activity Center 10) Bridge 11) Rim Hike 12) Employee Facilities 13) Proposed Parking Zone 14) Primary Access 15) Service Access





DISTANCE STUDY





VIEW STUDY





SITE VIEW

ENTRADA CAMPS AND CONSERVATION





ARCHITECTURAL MOOD

ENTRADA CAMPS AND CONSERVATION





ARCHITECTURAL MOOD

ENTRADA CAMPS AND CONSERVATION





ARCHITECTURAL MOOD

ENTRADA CAMPS AND CONSERVATION





TENT ILLUSTRATION: SINGLE UNIT





FLOOR PLAN: SINGLE UNIT

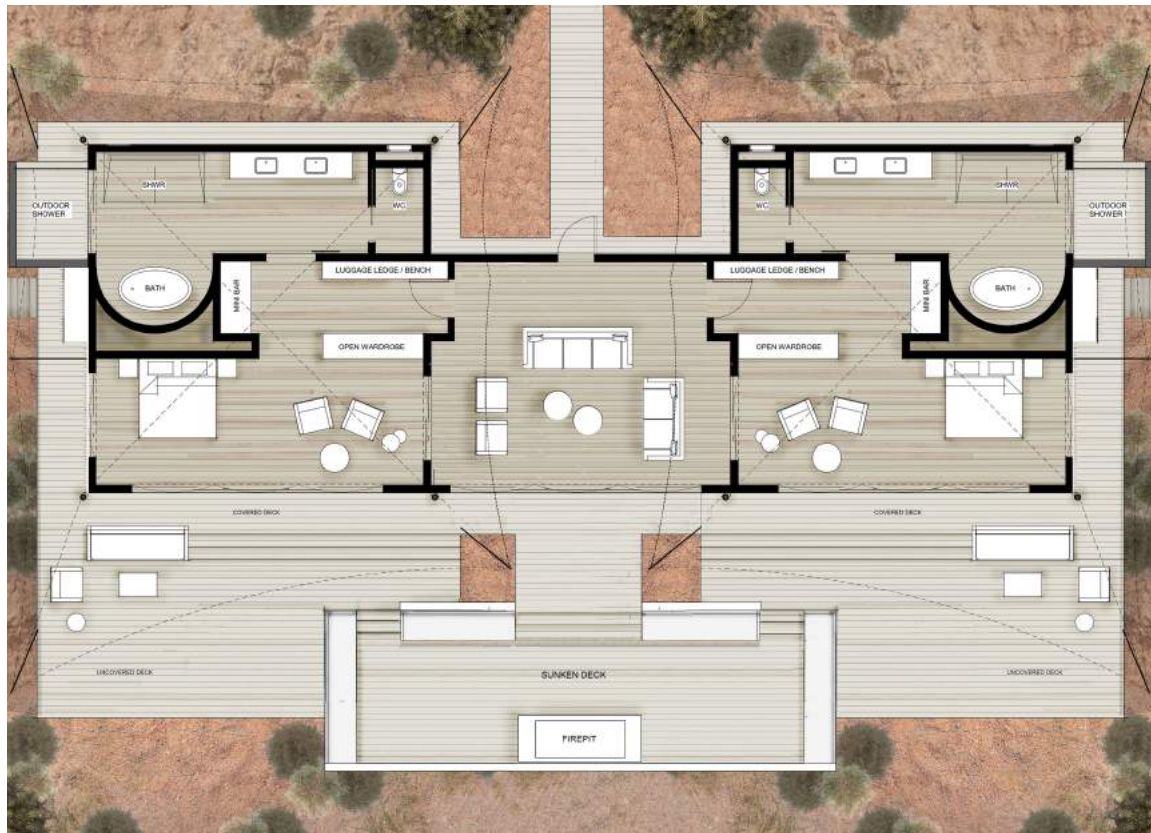


AREA SCHEDULE

ROOM	388 sqf
BATHROOM	248 sqf
DECK	592 sqf
FIREPIT	108 sqf
OUTDOOR SHOWER	43 sqf
TOTAL AREA	1379 sqf



FLOOR PLAN: FAMILY UNIT

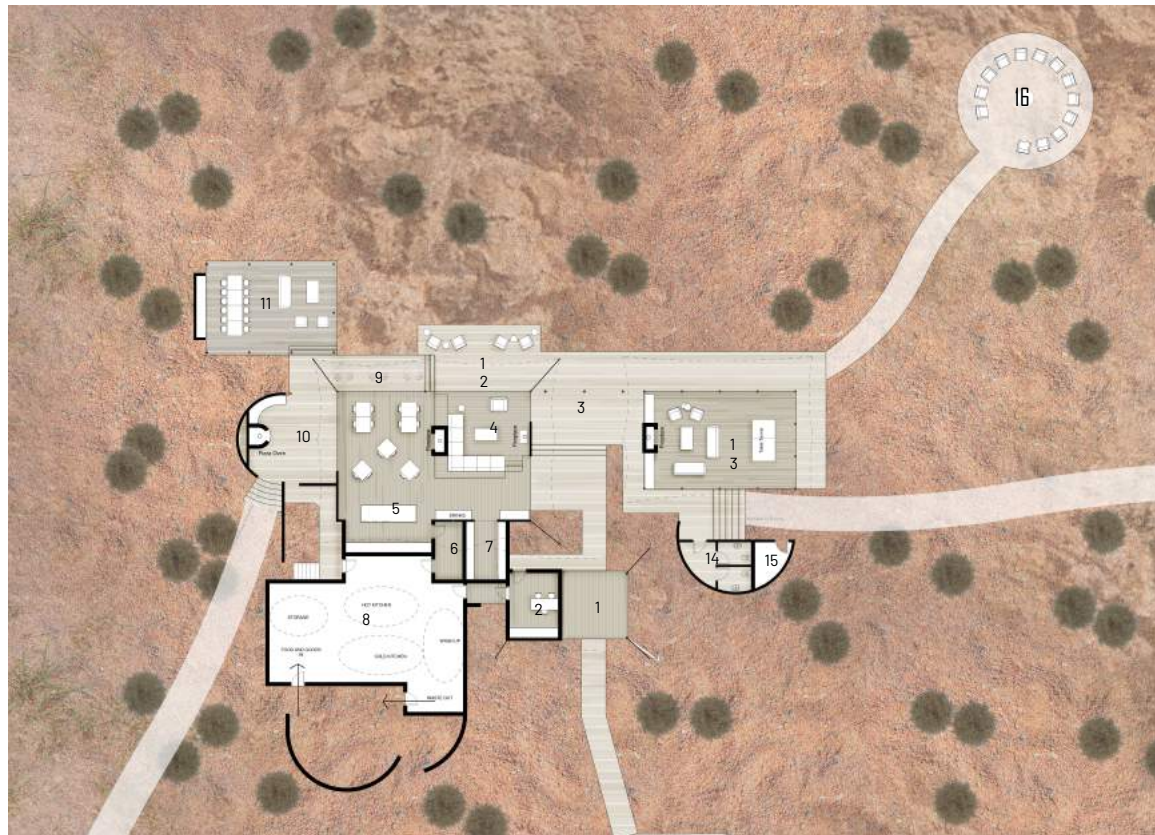


AREA SCHEDULE

ROOMS	776 sqf
LOUNGE	387 sqf
BATHROOMS	496 sqf
DECK	1184 sqf
FIREPIT	250 sqf
OUTDOOR SHOWER	86 sqf
TOTAL AREA	3179 sqf



FLOOR PLAN: MAIN LODGE



AREA SCHEDULE

WELCOME AREA	388 sqf
OFFICE	248 sqf
COVERED DECK	592 sqf
LIVING ROOM	108 sqf
SHOW KITCHEN	43 sqf
LOBBY	75 sqf
WINE ROOM	108 sqf
KITCHEN	1076 sqf
FRONT DESK	270 sqf
OUTDOOR	345 sqf
PERGOLA	603 sqf
LOWER DECK	355 sqf
FAMILY ROOM	679 sqf
GUEST WC	140 sqf
STOREROOM	54 sqf
FIREPIT	689 sqf
TOTAL AREA	6348 sqf



ENTRADA
CAMPS AND
CONSERVATION

THANK YOU

Matt Kareus
Principal and
Managing Director
kareus.matt@gmail.com
303-815-7347

DISCLAIMER
No representation or warranty, express or implied, is made by Entrada Camps and Conservation or any of its advisors, agents or employees as to the accuracy, completeness or reasonableness of the information contained in this presentation nor as to the attainability of any estimates or projections contained herein. Actual results will vary and such variations may be material. This presentation is provided expressly on the basis that you will carry out your own investigations into these matters and make your own independent decisions regarding the same.

Agenda Summary
GRAND COUNTY COMMISSION
February 1, 2022
 Item No. Z

TITLE:	Public Hearing to consider ordinance approving the Amended and Restated Development Agreement for Viewgate Terrace Phase II Final Plat, an HDHO development.
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Planning & Zoning

Prepared By:
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete

STATED MOTION :

***County Commission policy is to vote on public hearing agenda items at a meeting following the public hearing.*

I move to adopt the ordinance approving the proposed Amended and Restated Development Agreement for Viewgate Terrace HDHO development with the following condition:

a. The Owner shall record the Development Agreement in the real property records of Grand County simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

STAFF RECOMMENDATION: APPROVE

Applicant has met all requirements of LUC section 4.7

BACKGROUND:

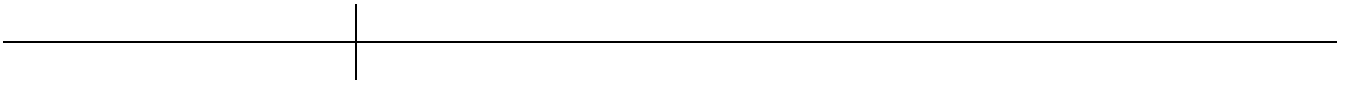
The County Commission approved the HDHO District for Viewgate Terrace via Ordinance No. 599 on October 15, 2019. The Preliminary Plat was approved by the Planning Commission on May 25, 2020, and subsequently the County Commission approved the Final Plat for Phase I of Viewgate Terrace on July 21, 2020. The phase II final plat is currently being processed, but the expiration date for approval has already passed (October 19, 2021), per LUC section 4.7.

The Applicant has requested an extension given the unforeseen and intricate issues related to subsurface water on certain lots and the need to establish appropriate mitigation for the water, requiring considerable time and effort in both engineering and legal, and County staffing transitions and shortages since the County approved the HDHO Development

INSERT PC CONSIDERATION AND RECOMMENDATION

ATTACHMENT(S):

1. Staff Report
2. Amended and Restated Development Agreement
3. Draft Ordinance
4. HDHO District approval -- Ordinance 599





STAFF REPORT

PLANNING & ZONING DEPARTMENT

GRAND COUNTY, UTAH

DATE: January 4, 2022

TO: Grand County Commission

SUBJECT: Viewgate Terrace HDHO Amended Development Agreement

PROPERTY OWNER: Viewgate Development, LLC

PROP. OWNER REP: William Hansen

ENGINEER: PPEG Consulting

PROPERTY ADDRESS: 1290 Legacy Dr. Moab, UT (Parcel No. 02-0VGT-0003)

SIZE OF PROPERTY: 16.32 acres

EXISTING ZONE: Underlying zones: Rural Residential (RR),
Overlay zone: HDHO-35c

EXISTING LAND USE: residential and vacant

ADJACENT ZONING AND LAND USE(S): RR, HC and Hotel

APPLICATION TYPE

HDHO Development Agreement amendment, Legislative

STAFF RECOMMENDATION: Neutral

An amendment to an HDHO development agreement is a legislative procedure, all County LUC requirements have been met and reviewed and approved by staff.

APPLICATION PROCEDURE

Decision Type: Legislative

Public Notices: Public Meeting at:

- Planning Commission
- County Commission

Public Hearing at:

- Planning Commission
- County Commission

Attachments:

- | | |
|---|--|
| <input type="checkbox"/> Approval Letters | <input type="checkbox"/> Legal Description |
| <input checked="" type="checkbox"/> Master Plan | <input type="checkbox"/> Public Comments |
| <input checked="" type="checkbox"/> Development Agreement | <input type="checkbox"/> Agency Comments |
| <input checked="" type="checkbox"/> Approving Ordinance | <input type="checkbox"/> Response to Standards |
| <input type="checkbox"/> Legal Notice | <input type="checkbox"/> Other: Click or tap here to enter text. |
-

SUMMARY OF REQUEST

The HDHO district approval for Viewgate Terrace expired on October 15, 2021, and final plat approval for Phase II has not been processed to final decision at this time. Citing several reasons for the delay in obtaining approval for the Final Plat, the applicant has formally requested a six-month extension for Phase II Final Plat for the project. The Development Agreement is also amended to clarify the Article 4.7 of the Land Use Code to allow local businesses or nonprofits to hold title to HDHO units if they qualify as an Actively Employed Household per section

4.7.3(A)(2) of Grand County Land Use Code.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

No site improvements will be made as a result of this amendment.

CONSIDERATIONS FOR APPROVAL / DENIAL / OR POSTPONEMENT

Planning Commission Recommendation: Approve

On January 10, 2022, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission for approval of the Viewgate Terrace amended Development Agreement.

Consistency with General Plan

The proposed Development Agreement is for an HDHO development, which is not specifically mentioned in the General Plan, but as the County Commission (then Council) adopted the approving ordinance for the HDHO districts, it is assumed to be supported by a General Plan update.

Conformance with Grand County Land Use Code (LUC)

The proposed Amended Development Agreement is in conformance with LUC provisions of Article 4.7 High Density Housing Overlay Districts in the following ways:

- a)** The Grand County Commission, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property together with the associated Master Plan and Development Agreement and Deed Restriction (the "Development Agreement") via Ordinance No. 599 on October 15, 2019.
- b)** The Development Agreement provides that no fewer than eighty percent (80%) of the Lots and Units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in LUC Section 4.7.3 and subject to the County's HDHO Rules and Regulations on file with the County.
- c)** LUC Section 4.7.3 defines Actively Employed Households to include an owner or owner's representative of a business or entity with a primary place of business within Grand County but fails to clarify that the local business or entity may hold fee simple title to the HDHO Lot or Unit so long as the owner or director qualifies under Section 4.7.3(A)(2).

GRAND COUNTY, UTAH
ORDINANCE NO. _____ (2022)

**APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND DEED
RESTRICTION FOR VIEWGATE TERRACE HIGH DENSITY HOUSING OVERLAY
DISTRICT**

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

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

WHEREAS, the County Council adopted the High-Density Housing Overlay (HDHO) with Ordinance No. 591 (2019), which replaced and repealed Ordinance No. 584, in an effort to stimulate the construction of deed-restricted workforce housing in Grand County;

WHEREAS, View Development, LLC are the owners of record (Owner) of real property known as, 1290 Legacy Dr., Moab, Utah (property), more specifically described as follows;

Lots 1A, 18, and 2, VIEWGATE TERRACE, Phase I, a subdivision located within Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, all according to the official plat thereof.

16.32 acres (Parcel No. 02-0VGT-0003).

WHEREAS, the Grand County Commission, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO-35 District to the Property together with the associated Master Plan and Development Agreement and Deed Restriction (the “Development Agreement”) via Ordinance No. 599 on October 15, 2019;

WHEREAS, the County Commission approved the Viewgate Terrace Phase I Final Plat, HDHO Development on real property located at 1248 and 1260 S. Hwy 191, Grand County, Utah (Final Plat, Phase I) on July 21, 2020;

WHEREAS, LUC Section 4.7.8(F) provides that the HDHO District approval shall automatically expire and be void unless the County approves and developer records a final plat for the HDHO development in accordance within 24 months of the date of HDHO District approval, which deadline for the project is November 19, 2021 (“HDHO Expiration Deadline”);

WHEREAS, on December 16, 2021, the Owner/Developer requested an extension to the HDHO Expiration Deadline for Phase II Final Plat of the Viewgate Terrace HDHO development, and stated in support several reasons for the extension, including unforeseen and intricate issues related to subsurface water on certain lots and the need to establish appropriate mitigation for the water, requiring considerable time and effort in both engineering and legal, and County staffing transitions and shortages since the County approved the HDHO Development;

WHEREAS, pursuant to Utah Code § 17-27A-102(1)(b) and LUC Section 4.7, as amended, the Parties desire to amend and restate the Development Agreement for the purpose of permitting such local

businesses and entities to hold fee simple title to HDHO Lots and Units and to extend the deadline for recordation of Viewgate Terrace Phase II Final Plat;

WHEREAS, pursuant to Utah Code § 17-27A-528, the Planning Commission held a public hearing to solicit public comment on the amendments contained within the Amended and Restated Development Agreement on January 10, 2022 and forwarded a favorable recommendation to the County Commission.

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the proposed amended and restated Development Agreement for Viewgate Terrace HDHO Development;

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby approve the amended and restated Development Agreement fo Viewgate Terrace HDHO Development conditioned upon the following:

1. The owner shall record the Amended and Restated Development Agreement in the real property records of Grand County Utah simultaneously with this Ordinance and prior to application for further site plan, construction, or development approvals.

APPROVED by the Grand County Commission in open session this _____ 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission

Gabriel Woytek, Chair

ATTEST: Quinn Hall, Clerk/Auditor

NOTICE TO TITLE COMPANY:
SECTION 3 HEREIN REQUIRES
EACH DEED OF CONVEYANCE
INCLUDE THE DEED RESTRICTION
SET FORTH IN SECTION 3.2

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
AND DEED RESTRICTION
HIGH DENSITY HOUSING OVERLAY DISTRICT
*Pursuant to Grand County Code Section 4.7***

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “**Agreement**”) is effective _____, 2022 (the “**Effective Date**”) by and between View Gate Development, LLC, a Utah limited liability company with its principal place of business located at 5442 S900 E #532 Salt Lake City, UT 84117 (“**Owner/Developer**”), and Grand County, a political subdivision of the State of Utah (“**County**”).

Recitals

- A. **WHEREAS**, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in *Exhibit A* (the “Property”), which is attached hereto and incorporated herein by this reference.
- B. **WHEREAS**, Owner/Developer requested Grand County to apply the High Density Housing Overlay District (the “HDHO District Application”) to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (the “LUC”).
- C. **WHEREAS**, the Grand County Commission, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property together with the associated Master Plan and Development Agreement and Deed Restriction (the “Development Agreement”) via Ordinance No. 599 on October 15, 2019, which Development Agreement is hereby superseded and replaced.
- D. **WHEREAS**, the Development Agreement provides that no fewer than eighty percent (80%) of the Lots and Units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in LUC Section 4.7.3 and subject to the County’s HDHO Rules and Regulations on file with the County.
- E. **WHEREAS**, LUC Section 4.7.3 defines Actively Employed Households to include an owner or owner’s representative of a business or entity with a primary place of business within Grand County but fails to clarify that the local business or entity may hold fee simple title to the HDHO Lot or Unit so long as the owner or director qualifies under Section 4.7.3(A)(2).

- F. **WHEREAS**, LUC Section 4.7.8(F) provides that the HDHO District approval shall automatically expire and be void unless the County approves and developer records a final plat for the HDHO development in accordance within 24 months of the date of HDHO District approval, which deadline for the project is October 15, 2021 (“HDHO Expiration Deadline”).
- G. **WHEREAS**, on July 21, 2020 the final plat for Phase I, Viewgate Terrace, was approved by the Grand County Council via Resolution No. 3232;
- H. **WHEREAS**, on December 16, 2021, the Owner/Developer requested an extension to the HDHO Expiration Deadline for Phase II Final Plat of the Viewgate Terrace HDHO Development, and stated in support several reasons for the extension including unforeseen and intricate issues related to subsurface water on certain lots and the need to establish appropriate mitigation for the water, requiring considerable time and effort in both engineering and legal, and County staffing transitions and shortages since the County approved the HDHO Development;
- I. **WHEREAS**, pursuant to Utah Code § 17-27A-102(1)(b) and LUC Section 4.7, as amended, the Parties desire to amend and restate the Development Agreement for the purpose of permitting such local businesses and entities to hold fee simple title to HDHO Lots and Units and to extend the deadline for recordation of Viewgate Terrace Phase II Final Plat;
- J. **WHEREAS**, pursuant to Utah Code § 17-27A-528, the Planning Commission held a public hearing to solicit public comment on the amendments contained within this Agreement on January 10, 2022 and forwarded a favorable recommendation to the County Commission;
- K. **WHEREAS**, similarly, the Grand County Commission held a public hearing to solicit public comment on the amendments contained within this Agreement on February 1, 2022, and voted to approve the same via adoption of an ordinance recorded in the real property records of Grand County, Utah.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including extension of the time period in which to record a final plat for Phase II of the HDHO development, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in LUC Section 4.7.
2. **COVENANT TO COMPLY WITH CODE AND HDHO RULES.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in LUC Section 4.7.5 and the enforcement provisions set forth in LUC

Section 4.7.11, except as expressly amended by Section 3 herein, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of LUC Section 4.7 and the HDHO Rules and Regulations on file with the County, which provisions, duties, and obligations are integrated herein by this reference.

3. AMENDED TERMS.

- 3.1. Actively Employed Household. Where an owner or owner's representative of a business or entity with a primary place of business within Grand County ("Local Business") qualifies as an Actively Employed Household under LUC Section 4.7.3(A), the Local Business may own fee simple title to the HDHO Lot or Unit.
- 3.2. Lapse of Approval. The approval for the HDHO District provided under Ordinance No. 599, shall automatically expire and be void unless the County approves and Owner/Developer records a final plat for each phase of the HDHO development within 30 months of the date of HDHO District approval, or April 15, 2022.
- 3.3. These Amended Terms in this Section 3 shall supersede and replace conflicting terms in Ordinance No. 599 and LUC Sections 4.7.3(A)(2) and 4.7.8(F).

4. DEED RESTRICTION.

- 4.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households consistent with Section 4.7 of the Code, as amended (the "HDHO Lots and/or Units").
- 4.2. An HDHO Lot or Unit may not be sold or rented to a household not qualified under Section 4.7 (High Density Overlay Districts Overlay) of the Grand County Land Use Code ("LUC").
- 4.3. Each HDHO Lot or Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to LUC Section 4.7 of the Code, which Minimum Standards are integrated herein by this reference.
- 4.4. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Agreement or LUC Section 4.7 by a record owner of any HDHO Lot or Unit in Grand County.
- 4.5. Owner/Developer shall include the following deed restriction in each and every deed of original conveyance of an HDHO Lot or Unit, and each deed of conveyance thereafter shall include the same:

An HDHO Lot or Unit may not be sold or rented to a household not qualified under Section 4.7 (High Density Overlay Districts Overlay) of the Grand County

Land Use Code (“LUC”).

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by LUC Section 4.7, in perpetuity.

The Property is further subject to a Development Agreement and Master Plan recorded against the Property in the real property records of Grand County, Utah and HDHO Rules and Regulations on file with Grand County.

Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit.

5. DEFAULT.

- 5.1. Violation or breach of any provision of this Agreement, or LUC Section 4.7, including but not limited to LUC Section 4.7.11, as amended, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor’s office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, LUC Section 4.7, or Utah law including specific performance and monetary fines pursuant to Section 4.2 herein.
- 5.2. Unless otherwise provided for in LUC Section 4.7, as amended, in the event an Event of Default is not cured under Section 4.1 above, fines in the amount of \$50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

6. MISCELLANEOUS.

- 6.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Lots and Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.
- 6.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

- 6.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 6.4. This Agreement shall be governed by and construed under Utah law.
- 6.5. Except as otherwise provided herein, the provisions and covenants contained herein shall insure to and be binding upon the heirs, successors, and assigns of the parties.
- 6.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.7. Except for legislative changes to LUC Section 4.7 which are incorporated herein, this Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.
- 6.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by LUC Section 4.7.

IN WITNESS WHEREOF, this Amended and Restated Development Agreement is effective as of the date first written above.

GRAND COUNTY COMMISSION

Gabriel Woytek, Chair

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On February ____, 2022, Gabriel Woytek, as Chair of the Grand County Commission, a Utah political subdivision, appeared before me and acknowledged and swore to me that the foregoing Amended and Restated Development Agreement was signed on behalf of Grand County by authority of its Policies and Procedures and Utah law.

Witness my hand and seal.

, NOTARY PUBLIC

Owner/Developer: View Gate Development, LLC

Danview Holding, LLC

View Gate Holding, LLC

William Hansen, Manager
Member of View Gate Development, LLC

Alan O. Melchior, Manager
Member of View Gate Development, LLC

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____, 2022, William Hansen, as Manager of Danview Holding, LLC, a Utah Limited Liability Corporation, and Alan O. Melchior, as Manager of View Gate Holding, LLC, members of View Gate Development, LLC, Owner/Developer, appeared before me and acknowledged and swore to me that the foregoing Amended and Restated Development Agreement was signed on behalf of Viewgate Development, LLC by authority of its Articles of Organization, Operating Agreement, and Certificate of Organization dated October 19, 2017.

Witness my hand and seal.

, NOTARY PUBLIC

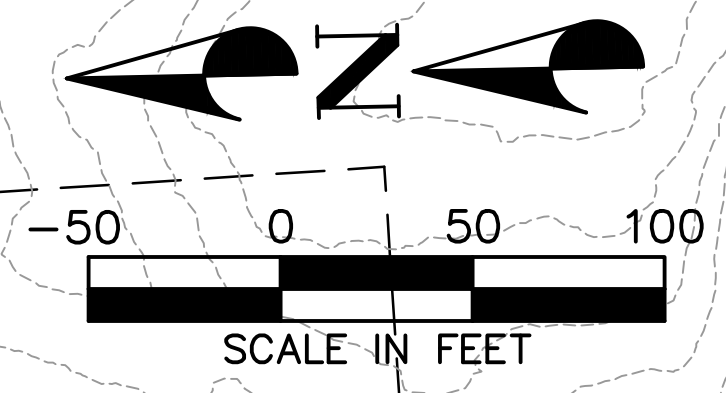
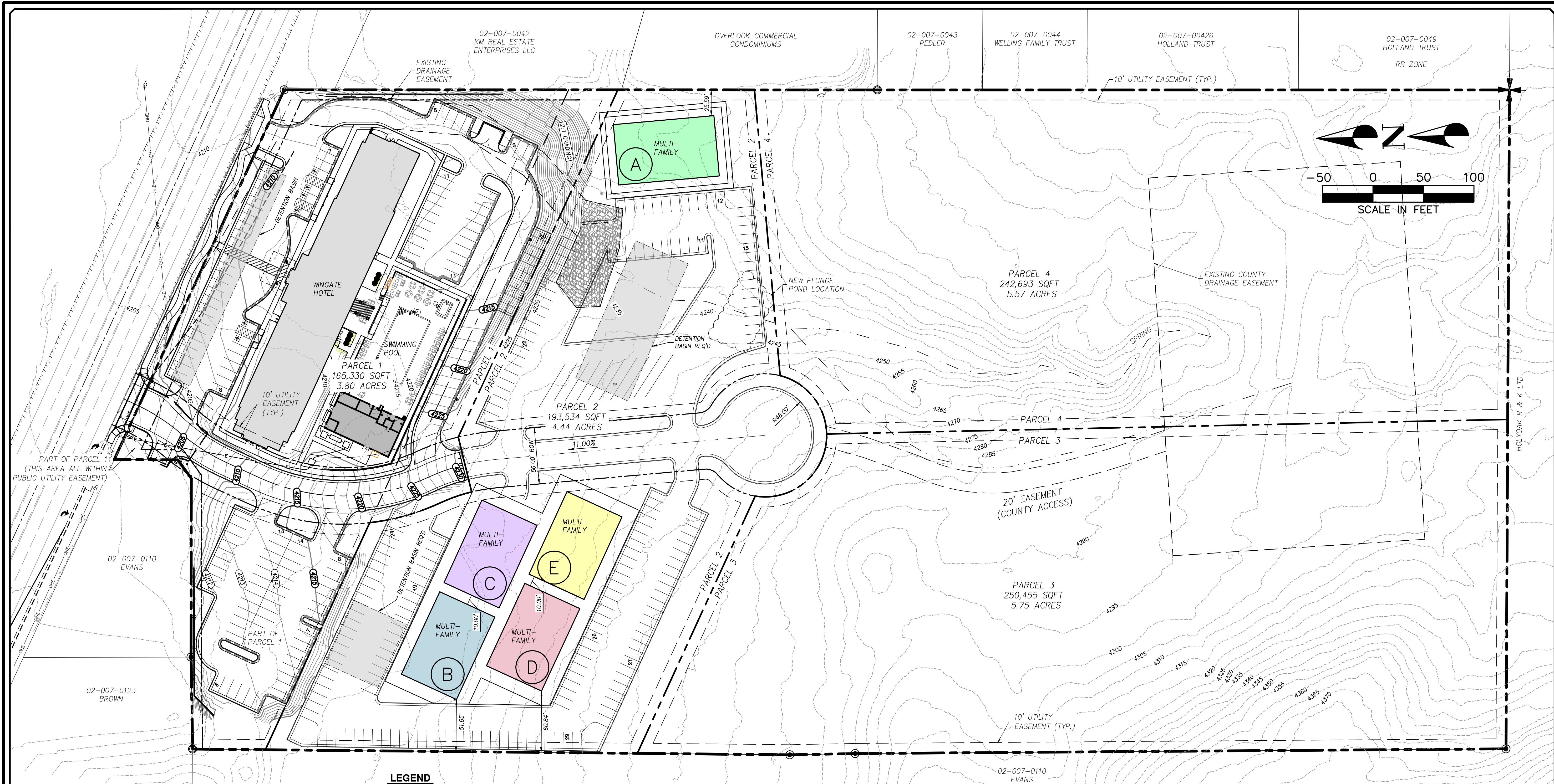
Exhibit A
Real Property

The Land is described as follows:

Grand County, Utah:

Lots 1A, 1B, and 2, VIEWGATE TERRACE, Phase1, a subdivision located within Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, all according to the official plat thereof.

(Parcel No 02-0VGT-0003)



LEGEND

---	EXISTING 5' CONTOUR
---	EXISTING CENTER LINE
---	EXISTING EDGE OF ASPHALT
---	EXISTING UNDERGROUND ELECTRICAL
OHE	EXISTING OVERHEAD ELECTRIC
---	PROPOSED P.U.E.
---	PROPOSED 5' CONTOUR
---	PROPOSED 1' CONTOUR
---	PROPOSED CURB & GUTTER
---	PROPOSED CENTER LINE
---	PROPOSED SIDEWALK
---	PROPOSED DETENTION BASIN
---	PROPOSED FENCE
---	PROPOSED EDGE OF ASPHALT
---	PROPOSED ELECTRICAL LINE
---	PROPOSED SPILL CURB & GUTTER
---	PROPOSED CONCRETE PAD
---	PROPOSED BUILDING PAD
---	PROJECT BOUNDARY
---	RIGHT OF WAY
---	PROPOSED SETBACK
---	DEED POINT OF BEGINNING LINE
---	PROPOSED LOT LINE
---	SURROUNDING PROPERTY LINE

GENERAL NOTES

- SCREENING AND FENCING ON THE EAST SIDE OF THE PROPERTY TO COMPLY WITH GRAND COUNTY CODE 6.3 AND 6.4
- BUILDING SEPARATION FROM ADJOINING LOTS TO BE IN ACCORDANCE WITH GRAND COUNTY CODE 5.4.1, SECTION B. (20 FT)
- MASTER PLAN TO COMPLY WITH GRAND COUNTY CODE SECTION 9.17.3 A-N.
- MASTER PLAN TO COMPLY WITH PARKING SCREENING STANDARDS IN GRAND COUNTY CODE SECTION 4.7.5.B.2.b
- MASTER PLAN TO COMPLY WITH BUILDING HEIGHT AND SETBACK REQUIREMENTS IN GRAND COUNTY CODE 4.7.5.B.5.d
- ALL DEED RESTRICTED UNITS IDENTIFIED IN THE FOLLOWING TABLE SHALL COMPLY WITH SECTION 4.7 OF THE GRAND COUNTY LUC.

BUILDING INFORMATION

BUILDING	STORIES / HEIGHT	3 BDRM UNITS	2 BDRM UNITS	1 BDRM STUDIO	TOTAL # UNITS	# DEED RESTRICTED	NON DEED RESTRICTED	SQ. FT.
A	3 / 35	10	10	4	24	24	0	6,000.0
B	3 / 35	10	10	4	24	18	6	5,400.0
C	3 / 35	10	10	4	24	20	4	4,405.0
D	3 / 35	10	10	4	24	18	6	5,400.0
E	3 / 35	10	10	4	24	18	6	5,400.0
PARCEL 3					1	0	1	
PARCEL 4					1	0	1	
TOTAL		50	50	20	122	98	24	
PARKING REQ'D		100	87.5	20	207.5			

NO.	DESCRIPTION	DATE	APPRO.

ORIG. DATE : 12-01-17
 SURVEY BY : RED DESERT
 DRAWN BY : ELC
 DESIGNED BY : RLK
 CHECKED BY : RLK
 SCALE : 1"=50'

PEPG CONSULTING LLC
 9270 SOUTH 300 WEST • SANDY, UT 84070
 PHONE: (801) 562-2521 • FAX: (801) 562-2551
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
 GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

VIEWGATE TERRACE MASTER PLAN
 HDHO DEVELOPMENT
 1248 SOUTH HIGHWAY 191
 OCTOBER 3, 2019
 PROJECT NUMBER: 12911710
 DWG/CONCEPT DRAWING FILE

MOAB CITY

PRELIMINARY NOT FOR CONSTRUCTION



GRAND COUNTY, UTAH
ORDINANCE 599 (2019)

**APPROVING APPLICATION OF THE HIGH DENSITY HOUSING OVERLAY
DISTRICT 35b (HDHO-35b) TO 1248 S. HIGHWAY 191, THE VIEWGATE
TERRACE HDHO MASTER PLAN AND DEVELOPMENT AGREEMENT**

WHEREAS, the *Grand County Land Use Code* was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299, Series 1999, and codified with Resolution 468 on April 15, 2008 and as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the *General Plan*,

WHEREAS, the Grand County Council adopted Ordinance 584 - High Density Housing Overlay Districts on January 15, 2019 and amended it further on June 25, 2019;

WHEREAS, View Gate Development LLC is the owner of record (the "Owner" or "Developer") of real property located in Grand County, Utah particularly described as:

Beginning at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running along the South Section line South 89°58'50" West 652.86 feet to a point on the Bentley & Jelsteen tract; thence along the said tract the following three calls: thence North 00°44'00" West 644.53 feet; thence North 01°25'00" West 64.80 feet; thence North 00°14'00" East 591.37 feet to a point on the Brown tract; thence North 88°41'00" East 91.11 feet; thence North 89°45'00" East 168.05 feet to the beginning of a non-tangent curve to the right having a radius of 238.00 feet; thence 43.02 feet along the arc with the radius point being South 60°21'16" East, a delta angle of 10°21'24", and a chord bearing of North 34°49'26" East 42.96 feet to a point of reverse curvature; thence 39.16 feet along the arc having a radius of 162.00 feet, a delta angle of 13°51'05", and a chord bearing of North 33°04'36" East 39.07 feet to a point on the south right-of-way of Highway 191; thence along right-of-way South 65°39'00" East 382.67 feet to the Center of Section line; thence South 00°18'57" East 1213.46 feet to the point of beginning,

containing 852,064 square feet or 19.56 acres, also known as Parcel No. 02-0007-0090 (the "Property");

WHEREAS, the Developer has requested a rezone to apply an overlay district, HDHO-35b, to a portion of the Property particularly described as follows:

Beginning at the South Quarter corner of Section 7, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running along the South Section line South 89°58'50" West 652.86 feet to a point on the Bentley & Jelsteen tract; thence along the said tract the following three calls: thence North 00°44'00" West 644.53 feet; thence North 01°24'00" West 64.80 feet; thence North 00°14'00" East 519.36 feet; thence South 65°39'00" East 236.45 feet; thence South 45°40'12" East 129.64 feet; thence South 65°38'47" East 220.58 feet; thence North 89°41'03" East 146.25 feet; thence South 00°18'57" East 950.16 feet to the point of beginning, containing an area of 694,475 square feet, 15.94 acres (the "HDHO Lot");

WHEREAS, in a public hearing on July 9, 2019 the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and forwarded a favorable recommendation to the Grand County Council for approval of the HDHO-35b application and associated Viewgate Terrace Master Plan with a latest revision date of June 4, 2019 with the following conditions:

- Developer shall install a privacy fence along the exterior property perimeter where a boundary is shared with residentially zoned properties;
- Developer shall be restricted to 35 feet in height (that of the underlying zone district) along the eastern half of the property; and
- Developer shall designate on the proposed master plan which lots/units will be deed restricted;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed HDHO-35b application in a public hearing on August 6, 2019;

WHEREAS, the Grand County discussed revisions the to the Viewgate Terrace Master Plans in duly noticed public meetings on September 3, September 17, and October 1, 2019;

WHEREAS, the Applicant has submitted a Development Agreement using the form prepared by the County Attorney committing the Developer to the deed restriction requirements of Section 4.7, which requires that eighty percent (80%) of all Lots and Units created by the Viewgate Terrace Subdivision shall be deed restricted to primary residents who are actively employed within Grand County, which Development Agreement shall be recorded in the real property records of Grand County;

WHEREAS, the Applicant has submitted a revised Master Plan for the Viewgate Terrace Subdivision with changes dated October 3, 2019, and designated HDHO Units that would be deed restricted according to the provisions of Section 4.7, which Master Plan is attached hereto as *Exhibit A*

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the County Council that it does hereby approve the HDHO-35b application for that portion of 1248 S. Highway 191 described herein as the HDHO Lot, the Viewgate Terrace Development Agreement, and Viewgate Terrace HDHO Master Plan dated October 3, 2019 conditioned upon the following:

1. County approval of an Easement Deed in favor of Grand County as Grantee for stormwater drainage, including the **right** to install, construct, repair, maintain, and improve a stormwater detention facility; convey stormwater drainage through, under, and over the Easement Area to downstream detention basins; and ingress and egress to the Easement Area via a 20' wide access road, which Easement Area shall be shown on the Viewgate Terrace HDHO Master Plan and which Easement Deed shall be recorded simultaneously with the Master Plan.
2. The Viewgate **Terrace** HDHO Master Plan shall further be updated as follows:
 - a. Additional Plan Notes:
 - i. Applicant shall improve the access road to the appropriate public road standard in effect as a condition of future preliminary plat or site plan approval (currently a Type 1 Local Road), at Applicant's sole cost, which includes adequate ROW dedication and clearance of buildings or other existing infrastructure within said ROW;
 - ii. Applicant shall improve the access entrance on Highway 191 as a condition of future preliminary plat or site plan approval, at Applicant's sole cost, as required by the Utah Department of Transportation; and
 - iii. All prior recorded easements shall be referenced in the plan notes by entry number and date, including those shown on the title commitment no. 10902 dated February 15, 2018, as amended, and the site plan for the Wyndham Hotel.
 - b. Cul-de-sac radius shall be 50 feet as per County Code.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session on October 15, 2019 by the following vote:

Those voting aye. Clapper, Paxman, Wells, Hawks, Halliday, Morse, McGann

GRAND COUNTY COUNCIL



Mary McGann, Chair

ATTEST:



Quinn Hall, Clerk/Auditor 28 JUL 2020

**EXHIBIT A
MASTER PLAN**