PUBLIC NOTICE IS HEREBY GIVEN THAT THE GRAND COUNTY COMMISSION WILL MEET IN THE

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

Times in this agenda are approximate. Commission meetings allow for both in-person or virtual attendance. Remote participation is through Zoom and meetings can be viewed live on YouTube. To call in to the meeting dial: (669) 900 – 6833 Use Meeting ID: 851 7082 0571 # Password (if needed): 214317. To unmute press *6.
To watch live on YouTube visit: https://tinyurl.com/Grand-County-Utah-YouTube
To join via Zoom visit: https://tinyurl.com/Grand-County-Commission-Zoom

1. **Workshop - Noise 2:00-4:00 Pm**

   Documents:

   1 Noise 2.0 Strategies GCC discussion priorities for packet.pdf
   2 Know the Law - Street Legal ATV Education.pdf
   3 rack-card.pdf
   4 1-6a-1626 REDLINE.pdf
   5 HB 72 (2022).pdf

2. **Thompson Springs Special Service Fire District Board Meeting**

   Documents:

   6-21-2022 TSSSFD Agenda.pdf
   5.17 Minutes Thompson Springs Special Service Fire District DRAFT.pdf
   THOMPSON FIRE BILL APPROVAL REPORT 06212022.pdf
   - TSSSFD Report 6 21 2022.pdf

3. **Call To Order - 4:05 PM**

4. **Pledge Of Allegiance**

5. **Citizens To Be Heard**

   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=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

   When joining the meeting, you will be placed in a waiting room and be added to the meeting by the moderator. Your comments will be recorded and on YouTube. *(Unmute for public comment:* *6)

6. **Presentations (15 Min)**

   6.A. **Canyonlands Natural History Association**

(Roxanne Bierman, Executive Director)

Documents:

Presentation for Grand County Commission related to the Moab Information Center.pdf
MIC Letter of Support, Travel Council.pdf
letter from NPS endorsing the MIC, 2022.pdf
letter of support for MIC, 2022, BLM.pdf
MIC support letter scan GCSAR 6-2022.pdf
Recent Yelp reviews of the MIC.pdf

7. Department Reports (15 Min)

7.A. Comprehensive Financial Report

(Chris Baird, Strategic Development Director)

Documents:

Long-Term Tax Analysis - Grand County.pdf

8. Agency Reports

8.A. Interagency Fire Update

(Terry Garner, US Forest Service)

Documents:

Chiefs-WildfireIntentLetter2022-Signed.pdf

8.B. UDOT - Local Work

(Devin Squire, UDOT)

Documents:

US191 Moab Corridor_Flyers.pdf

9. Ratification Of Bills And General Reports

- Ratification of Payment of Bills
- Commission Member Disclosures
- General Commission Reports and Future Considerations
- Elected Official Reports
- Commission Administrator Report

10. Citizens To Be Heard - 6:00 Pm

11. General Business - Action Items - Discussion And Consideration Of Approval

11.A. Old Spanish Trail Arena Tractor Lease Agreement

(Angie Book, Old Spanish Trail Arena Director)

Documents:

Agenda Summary Tractor Lease 6-15-22.pdf
Old Spanish Trail Arena Tractor Lease Grand County 5100E rev2 622.pdf

11.B. **Boat Ramp Access**
(Elissa Martin, Associate Planner)

Documents:

Agenda Summary_Boat_ramp_060722.pdf
Moab Boat Ramp BOATER ACCESS GRANT APPLICATION_June 2022 (1).pdf
Moab Town Boat Ramp Action Plan FINAL 06-07-22.pdf

11.C. **Resolution Approving The Final Plat For Desert Sol, An HDHO Subdivision Located At 3058 & 3060 Spanish Valley Drive**
(Elissa Martin, Associate Planner)

Documents:

1_AS Desert Sol_Final Plat.pdf
2_SR Desert Sol_Final Plat.pdf
3_DRAFT Resolution_Desert Sol.pdf
4_Final Plat Desert Sol_6.14.2022.pdf
4b_Desert Sol_42 Deed-restricted Units 6.15.20.pdf
5_Applicant Statement 6.15.20.pdf
6_SIA_Desert Sol (DRAFT).pdf
6a_OPC_Desert Sol_0511-2022 .pdf
9_Master Plan_Desert Sol.pdf
Desert Sol CC_Rs.pdf
GWSSA approval_Desert Sol.pdf
HORROCKS Approval_Desert Sol.pdf

11.D. **Ordinance Approving The Tin Roof Cabin Resort Overnight Accommodations Overlay-Campground District To 17.25 Acres Of Parcel No. 04-0025-0059**
(Elissa Martin, Associate Planner)

Documents:

1_AS Tin Roof OAO Rezone.pdf
2_SR Tin Roof OAO Rezone.pdf
3_Tin Roof_OAO Development Agreement.pdf
4_Ord Tin Roof OAO.pdf
5_Master Plan_with OAO notes.pdf
6_Tin Roof Narrative (9.2.5 zoning issues for consideration).pdf
7_Applicant Statement.pdf
8_floor plan 030222.pdf
9_SITE PLAN022822.pdf
10_Boundary SURVEY.pdf
Jim Richard_email public comment_Tin Roof.pdf
Public Comment Grand County Utah Mail - [Commission] Jick Taylor Mountain Campground (1).pdf
Sam Van Wetter_email pub comment_Tin Roof.pdf

11.E. **Ordinance To Rezone Property Located At 15 W. Old Highway 6 & 50 In**

Thompson Springs On Grand County Parcel No. 07-0021-0073
(Elissa Martin, Associate Planner)

Documents:

1_AS Saina Carey_Rezone.pdf
2_SR Saina Carey_Rezone.pdf
3_Ordinance Saina Carey_Rezone.pdf
4_SURVEY and Exhibit A to Ord.pdf
5_Zoning Map.pdf
6_Applicant Statement.pdf
7_Thompson Will Serve When Parameters Met Letter.pdf
7b_TSSD water application service agreement.pdf

11.F. **Kane Creek Preservation And Development, LLC Request To Grand County To Provide Sanitary Sewer Service**
(Gabriel J. Woytek, Grand County Clerk / Auditor)

Documents:

AS Kane Creek.pdf
KaneCreek_RequestforSanitaryandSewer.pdf
KaneCreek Request for Sanitary and Sewer Notice of Hearing.pdf
Kane Creek Request for Sanitary Sewer Service.pdf

11.G. **Resolution Updating Section 8 - Benefits- All Employees Of The Grand County Employee Handbook**

Documents:

AS- Updated Policies .pdf
RES_ xxxx- Updating Employee Handbook.pdf

11.H. **Resolution To Amend The Grand County Economic Development Advisory Board ("EDAB") Resolution NO. 3228**
(August Granath, Economic Development Director)

Documents:

6.21.22 AS - EDAB Bylaw Update.pdf
6.21.22 - Exhibit A - Amended EDAB Bylaws.pdf
6.21.22 - Resolution 3228_EDAB_REVISED.pdf

11.I. **Awarding Media Agency Independent Contractor Agreement To Love Communication**
(August Granath, Economic Development Director)

Documents:

1. AS - Media Agency ICA.pdf
2. Media Agency - Independent Contractor Agreement - Love Communications - DRAFT.pdf
3. 25 (2016-03) Certificate of Liability Insurance.pdf
4. SB146932G 20191001.pdf

5. Love Communications RFP 6_15_22.pdf
6. ABBI Agency RFP 2022.pdf
7. Relic _ Grand County RFP Response.pdf

11.J. **Letter Of Support For The Economic Development Department's Utah Office Of Tourism Cooperative Marketing Program Round 2022 Application And Grant Match**

(August Granath, Economic Development Director)

Documents:

1. AS - Round 2022 Co-op.pdf
2. Letter of Support Round 2022 Co-Op Grant - Grand County.pdf

11.K. **Resolution Repealing Resolution 3146 (2018) And Approving The Respect Our Neighbors' Rights And The Rule Of Law Regarding Use Of Fireworks On And Around The 4th Of July Celebration**

Documents:

AS Fireworks RES 2022.pdf
1. Res Respect Our Neighbors 2022 DRAFT B.pdf
2. Res. 3146 Fireworks Resolution.pdf

12. Consent Agenda

12.A. **Ratify Children's Justice Center FY22 Grand County Contract Amendment 9, Budget**

Documents:

1FY22_Grand_County_Contract_Amendment_CJC.pdf

12.B. **Ratify Extension Request Letter And Chart**

Documents:

Extension_Request_Letter_and_Chart.pdf

12.C. **Sand Flats Project Proposal Budget Detail And Narrative**

Documents:

Sand Flats Project Proposal Budget Detail and Narrative Updated 06-15-2022.pdf

12.D. **Ratify HVAC 2022 Replacement**

Documents:

2022_HVAC_Replacment.pdf

12.E. **Utah Dept. Of Transportation UDOT Night Work Permission**

Documents:

AS_UDOT Night Work.pdf
UDOT_NightPaving.pdf
Grand County Noise Permit.pdf

12.F. Letter To BLM Supporting Camping Plan

Documents:

GC LOS Dispersed Camping Letter - DOCX.pdf
GCTrailMix_Moab Dispersed Camping Letter FINAL.pdf
2022-06-10 BLM dispersed camping letter from MTC.pdf

13. Discussion Items

14. Public Hearings

15. Closed Session(S) (If Necessary)

15.A. Purchase, Exchange, Lease Or Sale Of Real Property

15.B. Pending Or Reasonably Imminent Litigation

16. Adjourn

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

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

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

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

Grand County Noise 2.0 Strategies
Developed and Presented by the Grand County Noise Working Group

Green = high priority for GCC discussion
Red = low priority for GCC discussion
Black = intermediate priority for GCC discussion
Notes for County Commission

1. **Education/Advertising [parts of this have already been endorsed by GCC]**
    a. Re-tool "Do It Like a Local" into a substantive/meaningful campaign
        i. Re-visit portrayal of ATVs in County imaging/advertising
        ii. Neighborhood/front-country focus
    b. Create specific video(s) to address ATV noise pollution
    c. Update/create consistent, concise information related to ATV regulations
        i. Upload identical information to DiscoverMoab, SFRA, GCSO, "Come Visit" page on County website
        ii. Create rack cards, etc. for rental and guide shops
        iii. Requested by GCSO to help educate ATV drivers being miseducated on ATV forums
    d. Engage in active anti-noise pollution campaigns in other markets
        i. FlyMoab
    e. State Parks OHV Program partnership
        i. Help develop HB 180 course curriculum (mostly complete)
    f. Office of Tourism partnership
        i. Retool Mighty Five campaign (restarts 2023?)
    g. Re-vision Messaging - Possible Local Noise Slogans:
        i. Respect Moab Neighborhoods; Trailer Your ATV Through Town
        ii. Respect Quiet Neighborhoods; Tread Lightly in Town
        iii. Drive Like You Live Here; Trailer Your ATV Through Town
        iv. RESPECT: Your Adventure Starts in Neighborhoods
        v. YOUR ADVENTURE STARTS:
            1. In Neighborhoods
            2. At Basecamp
            3. At Trailheads

2. **Legislative Changes**
    a. State Code
        i. Clarify language in noise suppression equipment statute to more expansively prohibit modified mufflers on vehicles; 41-6a-1626 (Senator Bramble interested in sponsoring)
        ii. Require noise suppression equipment inspection during emissions testing, where required; 41-6a-1626; see failed HB 72 (2022) (Rep. Wheatley sponsored in 2022)
        iii. Move noise ordinance blessing into 41-22-10.5
        iv. Bless OHV speed limit with more express language; 41-6a-603 (Senator Bramble interested in sponsoring)

3. **Noise Enforcement**
    a. Increase LEO enforcement of:
        i. City and County Noise Ordinances, 11-66-101; Ordinance No. 616
            1. Noise 2.0 Noise Meter Training with Noise Expert, GCSO, and Code Compliance completed May 10-12
        ii. City and County ATV speed limits, 41-6a-603, 1509
        iii. Noise suppression equipment laws, 41-6a-1626
        iv. Licensing and registration laws, 41-6a-1509, 41-22-3
        v. Lighting laws, 41-6a-1616

DRAFT

4. **BLM Partnership**
    a. Request the BLM to impose and enforce additional Special Recreation Permit conditions on ATV businesses operating in Grand County such as whipflags, increased ratio of guides to clients, inventory requirements, and noise testing
    b. Explore permit or reservation system at Sand Flats Recreation Area on motorized trails to balance impact of noise pollution on other users
    c. Expansion of trailer parking at THs (Senator Bramble interested in sponsoring legislation to help fund)
    d. Nighttime trail closures (at SFRA)

5. **State Legislative Engagement**
    a. Bring UT Legislators to Moab to meet with City/County leaders, experience noise on the ground, discuss solutions, education, and necessary cultural shifts, etc.
        i. Senator Bramble and Rep. Lyman joined County leadership for meeting on May 26
    b. Sponsor Moab locals/business/developers/leaders going to the Utah Capital on a regular basis to meet with and lobby Utah legislators

6. **Land Use Regulation**
    a. Update LUC to zone ATV Businesses into areas with lower impact to residential uses;
        i. Prohibit ATV Businesses within X feet of residential uses OR within X feet of residential uses if any ATV in the ATV fleet exceeds a maximum sound pressure level of X
        ii. Considering amortizing existing businesses in locations that violate new LUC provisions for only a certain period of time (linked to investment backed expectations)
        iii. Priority now that Bramble has stated he will overturn our ATV Business cap in the 2023 General Session!
    b. Revisit fencing laws within X ft of Hwy 191 and major collector streets/roads to allow residents more noise relief via higher fences, waived permit fees, etc.

7. **"Moab Steward" gold medal ATV business voluntary program** to recognize local ATV businesses to lower the noise pollution created by their ATVs and incentivize responsible recreation **[Don't Have Capacity to Focus on this Now - Need Moto Trail Ambassador Manager, etc.]**
    a. Potential program components may include:
        i. Noise/inventory measurement
        ii. Customer Education
        iii. ATV ID - logos/whipflags
        iv. Overnight rental regulation (dawn to dusk only)
        v. Science Moab "Science Certified" status for guides

8. **Education/Advertising (Lower Priority)**
    a. Online Moab Steward test
        i. Managed through County Responsible Rec Dept
        ii. Proof of course completion gets you a whip flag, sticker, etc. at the MIC
    b. Utah Office of Tourism partnership
        i. Create meaningful state advertising campaign for responsible recreation
        ii. Cross-market local educational materials/videos on noise pollution
    c. State Parks OHV Program Partnership
        i. Cross-market local educational materials/videos on noise pollution
        ii. Distribute whipflags instead of stickers to more easily ID ATVs from afar
    d. Install auto noise radars with flashing dBA sign for education purposes
        i. Consider addition of Blyncsy video data gathering technology to create an ongoing dataset of vehicles and their dba passing by the booth (estimate $4k)

ii. SFRA test area

9. Legislative Changes (Lower Priority)

a. Prohibit ATVs on highways with posted speed limits over 50 mph, 41-6a-1509 (so far limited only in counties of the first class)
b. Impose stricter eligibility requirements for reciprocal operating privileges for nonresident users granted under Subsection 41-6a-1509(5)(a)
c. Local Code - consider Texas model for new local legislation that empowers civil litigation by members of the public for noise violations

10. Signage/Map App Updates [Moab City to lead but SFRA has budget for signage]

a. Work with City to install signs along all of the E-W streets off 400 East
   i. Local Traffic Only
   ii. No Access to Sand Flats Recreation Area
   iii. Not a Through Street
b. Systematically engage all map apps, including trail apps, to direct SFRA traffic along Mill Creek Drive (mostly done?)

11. Noise Advisory Committee

a. County staff and electeds (1-2?)
b. City staff and elected (1-2?)
c. Chamber staff
d. Business
   i. Restaurant
   ii. Hotel/Motel
   iii. RV/Campground
   iv. Residential OA Units
   v. Jeep/4x4 Tour/Guiding
   vi. ATV Tour/Guiding
   vii. Canyoning/Climbing Tour/Guiding
   viii. Mountain Biking Tour/Guiding
   ix. Non-Tourism Business
e. Citizens (3?)
f. BLM
g. USFS
h. NPS
i. State Parks

DRAFT

12. **Civil enforcement**
    a. Create civil enforcement/citation process for noise
    b. Noise radars that issue automatic citations (or use for education/awareness purposes only)

13. **Manufacturer Relationships**
    a. Collaboration conference with all the players
    b. E-ATV incentives/promotion

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Street Legal ATV Requirements - Know the Law!

Under Utah Code § 41-6a-1509 (aka Street Legal ATV Statute), **Type I and Type II all-terrain vehicles (ATVs) may be modified to become street legal and operate on City streets, County roads, and certain state highways.**

Under the Street Legal ATV Statute and Utah Code § 41-22-3, **an ATV may not be driven on public roadways unless it is licensed, registered, and compliant with the street-legal ATV requirements set forth in Utah Code § 41-6a-1509. Violation of this law is an infraction under Utah law and may result in the impoundment of your ATV/OHV.**

Under the Street Legal ATV Statute and Utah Code § 41-6a-603, **a street-legal ATV may not exceed the posted speed limit. Under local Ordinance, in the City of Moab, the posted speed limit applicable to a street-legal ATV is 15 mph; in Grand County, the posted speed limit applicable to a street-legal ATV is 10 mph lower than the posted speed limit for other vehicles. Violation of this law is an infraction under Utah law.**

Under Utah Code § 41-6a-1604 and 1616, **a street-legal ATV may not have flashing lights unless they are part of the braking system and red**. **A street-legal ATV may not have more than a total of four lamps lighted on the front of the vehicle** (including head lamps, auxiliary lamps, spot lamps, or any other lamp if the lamp projects a beam of an intensity greater than 300 candlepower). **Violation of this law is an infraction under Utah law.**

Under the Street Legal ATV Statute and Utah Code § 41-6a-1626 (aka Noise Suppression Statute), **all ATVs/OHVs must be equipped with a muffler in good, working and constant order. Mufflers that have been modified with cut-outs and bypasses are illegal. Violation of this law is an infraction under Utah law.**

Under Utah Code § 41-22-31, **all ATV/OHV drivers shall pass an education course prior to operating an OHV (except individuals on a guided tour), to be proven by a OHV safety certificate. Violation of this law is an infraction under Utah law.**

Under the Noise Suppression Statute, Utah Code § 11-66-101(4) and Grand County Code, **it is unlawful for any person or vehicle to produce Excessive or Unusual Noise. Violation of this law is an infraction under Utah law. Specifically, an ATV/OHV may not exceed the following sound pressure levels within Grand County:**

Table 1
Motor Vehicles (Stationary/Equipment Test)
Maximum Sound Pressure Levels, dBA Emitted by Source

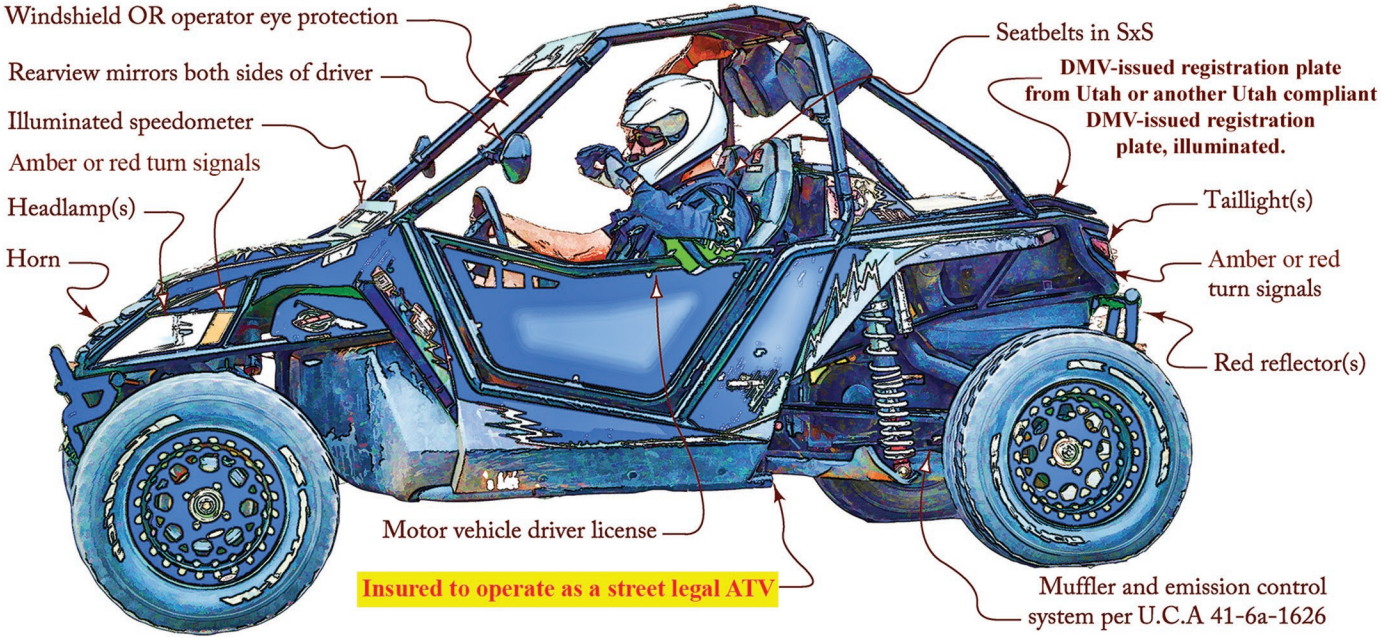
Measured at a distance of 20” from Exhaust Outlet at an Angle of 45 degrees		
Motor Vehicle Type	**Stationary Test (Equipment Test)**	**Maximum Sound Pressure Levels during All Hours**
ATVs	SAE J1287	92 dBA
All Other Motor Vehicles with a manufacturer’s gross vehicle weight rating of less than 9,000 pounds	SAE J1492	92 dBA
Motorcycles	N/A	See Section 11.06.030

Table 2
Motor Vehicles (Moving/Operational Test)
Maximum Sound Pressure Levels, dBA Emitted by Source

Measured at a Distance of 25’ from Centerline of Lane of Travel on County B Roads		
Motor Vehicle Type	**Maximum Sound Pressure Level, dBA**	**Maximum Sound Pressure Level, dBA, during Restricted Hours**
Motorcycles and motor vehicles with a manufacturer’s gross vehicle weight rating of less than 9,000 pounds.	80 dBA	78 dBA
Measured at a Distance of 50’ from Centerline of Lane of Travel on County B Roads		
Motor Vehicle Type	**Maximum Sound Pressure Level, dBA**	**Maximum Sound Pressure Level, dBA, during Restricted Hours**
Motorcycles and motor vehicles with a manufacturer’s gross vehicle weight rating of less than 9,000 pounds.	74 dBA	72 dBA

For additional information, see:
Division of Motor Vehicles Website
State Parks OHV Program Website

What is Street-Legal?



Protect your riding privileges both on the trail and on the street by minimizing engine noise when traveling past homes and businesses. When driving through neighborhoods remember:

throttle down in town

Street Legal Requirements

For your vehicle to be street legal in Utah it must:

1. Display a DMV issued license plate from your home state. If your home state does not issue license plates to ATV/UTVs, your vehicle cannot be street legal in Utah.
2. Meet all of the Utah street legal requirements shown on the opposite side of this card.

If your ATV/UTV does not meet these 2 requirements it must be transported to and from the trailhead.

Do I need a Utah Non-Resident OHV Permit to ride on the trails?

If a street-legal OHV is registered and has a license plate from your home state, and it meets all the Utah street-legal requirements, then you do not need to purchase a Utah Non-Resident OHV Permit.

If your vehicle is not street legal you need to purchase a permit either online or in town. Permits are $30 and are good for a full year. These permits only allow you to ride on OHV trails, not on streets, roads and highways.

Non-resident OHV Permits are available from several convenient locations in Moab:

- Moab Info Center, Center & Main, 435-259-8825
- Mad Bro, 1805 S Hwy 191, 435-259-6232
- Maverik, 435 N Main, 435-259-8718
- Maverik, 985 S Hwy 191, 435-259-0775

Non-resident OHV Permits can be purchased online at

http://stateparks.utah.gov/resources/off-highway-vehicles/ohv-registration-and-permits/

or by scanning the QR Code on the right with your mobile device.

- **We encourage UTV riders to limit in-town driving by trailering their vehicles to the trailheads whenever possible.**
- **If you must ride in town, please try to avoid driving through neighborhoods and at night to provide solitude for residents.**
- **Please note that the OHV speed limit in Moab is 15 mph.**

41-6a-1626. Mufflers -- Prevention of noise, smoke, and fumes -- Air pollution control devices.

1 (a) A motor vehicle shall be equipped, maintained, and operated to prevent excessive or unusual noise.

(b) A motor vehicle shall be equipped with a muffler or other effective noise suppressing system in good working order and in constant operation.

(c) A person may not use a muffler cut-out, bypass, or similar device, or a muffler which has been cut or punctured or otherwise modified to remove or reduce baffles or insulation or to produce more noise, on a motor vehicle.

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LEGISLATIVE GENERAL COUNSEL
₵ Approved for Filing: K.P. Gasser ₵
₵ 01-25-22 6:52 PM ₵

H.B. 72
1st Sub. (Buff)

Representative Mark A. Wheatley proposes the following substitute bill:

NOISE POLLUTION AMENDMENTS

2022 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Mark A. Wheatley

Senate Sponsor: _____

LONG TITLE

General Description:

This bill requires an inspection of noise suppression equipment at the time of a vehicle emissions inspection as a prerequisite to registration of a motor vehicle.

Highlighted Provisions:

This bill:

- requires vehicles subject to an emissions inspection to be inspected for compliance with noise suppression equipment requirements;
- requires proof of the inspection as a condition of registration; and
- makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

41-6a-1626, as last amended by Laws of Utah 2021, Chapter 282

41-6a-1642, as last amended by Laws of Utah 2021, Chapter 322

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **41-6a-1626** is amended to read:

41-6a-1626. Mufflers -- Prevention of noise, smoke, and fumes -- Air pollution control devices.

(1) (a) A vehicle shall be equipped, maintained, and operated to prevent excessive or unusual noise.

(b) A motor vehicle shall be equipped with a muffler or other effective noise suppressing system in good working order and in constant operation.

(c) A person may not use a muffler cut-out, bypass, or similar device on a vehicle.

(d) As part of an emissions inspection described in Section 41-6a-1642, an emissions inspection station shall inspect each motor vehicle subject to an emissions inspection to ensure compliance with the noise prevention equipment requirements in this section.

(2) (a) Except while the engine is being warmed to the recommended operating temperature, the engine and power mechanism of a gasoline-powered motor vehicle may not emit visible contaminants during operation.

(b) (i) As used in this Subsection (2)(b), "heavy tow" means a tow that exceeds the vehicle's maximum tow weight.

(ii) A diesel engine manufactured on or after January 1, 2008, may not emit visible contaminants during operation:

(A) except while the engine is being warmed to the recommended operating temperature or under a heavy tow; or

(B) unless the diesel engine is in a vehicle with a manufacturer's gross vehicle weight rating in excess of 26,000 pounds.

(iii) A diesel engine manufactured before January 1, 2008, may not emit visible contaminants of a shade or density that obscures a contrasting background by more than 20%, for more than five consecutive seconds:

(A) except while the engine is being warmed to the recommended operating temperature or under a heavy tow; or

(B) unless the diesel engine is in a vehicle with a manufacturer's gross vehicle weight rating in excess of 26,000 pounds.

(c) A person who violates the provisions of Subsection (2)(a) is guilty of an infraction

and shall be fined:

(i) not less than $50 for a violation; or

(ii) not less than $100 for a second or subsequent violation within three years of a previous violation of this section.

(d) A person who violates the provisions of Subsection (2)(b) is guilty of an infraction and shall be fined:

(i) not less than $100 for a violation; or

(ii) not less than $500 for a second or subsequent violation within three years of a previous violation of this section.

(e) (i) As used in this section:

(A) "Local health department" means the same as that term is defined in Section 26A-1-102.

(B) "Nonattainment area" means a part of the state where air quality is determined to exceed the National Ambient Air Quality Standards, as defined in the Clean Air Act Amendments of 1970, Pub. L. No. 91-604, Sec. 109, for fine particulate matter (PM 2.5).

(ii) Within a nonattainment area, for a second or subsequent violation of Subsection (2)(a) or (2)(b), the court shall report the violations to the local health department at a regular interval.

(iii) If the local health department receives a notification as described in Subsection (2)(e)(ii), and the local health department determines that the registered vehicle is unable to meet state or local air emission standards, the local health department shall send notification to the Motor Vehicle Division.

(3) (a) If a motor vehicle is equipped by a manufacturer with air pollution control devices, the devices shall be maintained in good working order and in constant operation.

(b) For purposes of the first sale of a vehicle at retail, an air pollution control device may be substituted for the manufacturer's original device if the substituted device is at least as effective in the reduction of emissions from the vehicle motor as the air pollution control device furnished by the manufacturer of the vehicle as standard equipment for the same vehicle class.

(c) A person who renders inoperable an air pollution control device on a motor vehicle is guilty of an infraction.

(4) Subsection (3) does not apply to a motor vehicle altered and modified to use clean fuel, as defined under Section 59-13-102, when the emissions from the modified or altered motor vehicle are at levels that comply with existing state or federal standards for the emission of pollutants from a motor vehicle of the same class.

(5) A violation of Subsection (1), (2), or (3) is an infraction.

Section 2. Section **41-6a-1642** is amended to read:

41-6a-1642. Emissions inspection -- County program.

(1) The legislative body of each county required under federal law to utilize a motor vehicle emissions inspection and maintenance program or in which an emissions inspection and maintenance program is necessary to attain or maintain any national ambient air quality standard shall require:

(a) a certificate of emissions inspection, a waiver, or other evidence the motor vehicle is exempt from emissions inspection and maintenance program requirements be presented:

(i) as a condition of registration or renewal of registration; and

(ii) at other times as the county legislative body may require to enforce inspection requirements for individual motor vehicles, except that the county legislative body may not routinely require a certificate of emissions inspection, or waiver of the certificate, more often than required under Subsection (9); and

(b) compliance with this section for a motor vehicle registered or principally operated in the county and owned by or being used by a department, division, instrumentality, agency, or employee of:

(i) the federal government;

(ii) the state and any of its agencies; or

(iii) a political subdivision of the state, including school districts.

(2) A vehicle owner subject to Subsection (1) shall obtain a motor vehicle emissions inspection and maintenance program certificate of emissions inspection as described in Subsection (1), but the program may not deny vehicle registration based solely on the presence of a defeat device covered in the Volkswagen partial consent decrees or a United States Environmental Protection Agency-approved vehicle modification in the following vehicles:

(a) a 2.0-liter diesel engine motor vehicle in which its lifetime nitrogen oxide emissions are mitigated in the state pursuant to a partial consent decree, including:

(i) Volkswagen Jetta, model years 2009, 2010, 2011, 2012, 2013, 2014, and 2015;

(ii) Volkswagen Jetta Sportwagen, model years 2009, 2010, 2011, 2012, 2013, and 2014;

(iii) Volkswagen Golf, model years 2010, 2011, 2012, 2013, 2014, and 2015;

(iv) Volkswagen Golf Sportwagen, model year 2015;

(v) Volkswagen Passat, model years 2012, 2013, 2014, and 2015;

(vi) Volkswagen Beetle, model years 2013, 2014, and 2015;

(vii) Volkswagen Beetle Convertible, model years 2013, 2014, and 2015; and

(viii) Audi A3, model years 2010, 2011, 2012, 2013, and 2015; and

(b) a 3.0-liter diesel engine motor vehicle in which its lifetime nitrogen oxide emissions are mitigated in the state to a settlement, including:

(i) Volkswagen Touareg, model years 2009, 2010, 2011, 2012, 2013, 2014, 2015, and 2016;

(ii) Audi Q7, model years 2009, 2010, 2011, 2012, 2013, 2014, 2015, and 2016;

(iii) Audi A6 Quattro, model years 2014, 2015, and 2016;

(iv) Audi A7 Quattro, model years 2014, 2015, and 2016;

(v) Audi A8, model years 2014, 2015, and 2016;

(vi) Audi A8L, model years 2014, 2015, and 2016;

(vii) Audi Q5, model years 2014, 2015, and 2016; and

(viii) Porsche Cayenne Diesel, model years 2013, 2014, 2015, and 2016.

(3) (a) The legislative body of a county identified in Subsection (1), in consultation with the Air Quality Board created under Section 19-1-106, shall make regulations or ordinances regarding:

(i) emissions standards;

(ii) test procedures;

(iii) inspections stations;

(iv) repair requirements and dollar limits for correction of deficiencies; and

(v) certificates of emissions inspections.

(b) In accordance with Subsection (3)(a), a county legislative body:

(i) shall make regulations or ordinances to attain or maintain ambient air quality standards in the county, consistent with the state implementation plan and federal

requirements;

(ii) may allow for a phase-in of the program by geographical area; and

(iii) shall comply with the analyzer design and certification requirements contained in the state implementation plan prepared under Title 19, Chapter 2, Air Conservation Act.

(c) The county legislative body and the Air Quality Board shall give preference to an inspection and maintenance program that:

(i) is decentralized, to the extent the decentralized program will attain and maintain ambient air quality standards and meet federal requirements;

(ii) is the most cost effective means to achieve and maintain the maximum benefit with regard to ambient air quality standards and to meet federal air quality requirements as related to vehicle emissions; and

(iii) provides a reasonable phase-out period for replacement of air pollution emission testing equipment made obsolete by the program.

(d) The provisions of Subsection (3)(c)(iii) apply only to the extent the phase-out:

(i) may be accomplished in accordance with applicable federal requirements; and

(ii) does not otherwise interfere with the attainment and maintenance of ambient air quality standards.

(4) The following vehicles are exempt from an emissions inspection program and the provisions of this section:

(a) an implement of husbandry as defined in Section 41-1a-102;

(b) a motor vehicle that:

(i) meets the definition of a farm truck under Section 41-1a-102; and

(ii) has a gross vehicle weight rating of 12,001 pounds or more;

(c) a vintage vehicle as defined in Section 41-21-1;

(d) a custom vehicle as defined in Section 41-6a-1507;

(e) to the extent allowed under the current federally approved state implementation plan, in accordance with the federal Clean Air Act, 42 U.S.C. Sec. 7401, et seq., a motor vehicle that is less than two years old on January 1 based on the age of the vehicle as determined by the model year identified by the manufacturer;

(f) a pickup truck, as defined in Section 41-1a-102, with a gross vehicle weight rating of 12,000 pounds or less, if the registered owner of the pickup truck provides a signed

statement to the legislative body stating the truck is used:

(i) by the owner or operator of a farm located on property that qualifies as land in agricultural use under Sections 59-2-502 and 59-2-503; and

(ii) exclusively for the following purposes in operating the farm:

(A) for the transportation of farm products, including livestock and its products, poultry and its products, floricultural and horticultural products; and

(B) in the transportation of farm supplies, including tile, fence, and every other thing or commodity used in agricultural, floricultural, horticultural, livestock, and poultry production and maintenance;

(g) a motorcycle as defined in Section 41-1a-102;

(h) an electric motor vehicle as defined in Section 41-1a-102; and

(i) a motor vehicle with a model year of 1967 or older.

(5) The county shall issue to the registered owner who signs and submits a signed statement under Subsection (4)(f) a certificate of exemption from emissions inspection requirements for purposes of registering the exempt vehicle.

(6) A legislative body of a county described in Subsection (1) may exempt from an emissions inspection program a diesel-powered motor vehicle with a:

(a) gross vehicle weight rating of more than 14,000 pounds; or

(b) model year of 1997 or older.

(7) The legislative body of a county required under federal law to utilize a motor vehicle emissions inspection program shall require:

(a) a computerized emissions inspection for a diesel-powered motor vehicle that has:

(i) a model year of 2007 or newer;

(ii) a gross vehicle weight rating of 14,000 pounds or less; and

(iii) a model year that is five years old or older; and

(b) a visual inspection of emissions equipment for a diesel-powered motor vehicle:

(i) with a gross vehicle weight rating of 14,000 pounds or less;

(ii) that has a model year of 1998 or newer; and

(iii) that has a model year that is five years old or older.

(8) (a) Subject to Subsection (8)(c), the legislative body of each county required under federal law to utilize a motor vehicle emissions inspection and maintenance program or in

which an emissions inspection and maintenance program is necessary to attain or maintain any national ambient air quality standard may require each college or university located in a county subject to this section to require its students and employees who park a motor vehicle not registered in a county subject to this section to provide proof of compliance with an emissions inspection accepted by the county legislative body if the motor vehicle is parked on the college or university campus or property.

(b) College or university parking areas that are metered or for which payment is required per use are not subject to the requirements of this Subsection (8).

(c) The legislative body of a county shall make the reasons for implementing the provisions of this Subsection (8) part of the record at the time that the county legislative body takes its official action to implement the provisions of this Subsection (8).

(9) (a) An emissions inspection station shall issue a certificate of emissions inspection for each motor vehicle that meets the inspection and maintenance program requirements established in Section 41-6a-1626 and in rules made under Subsection (3).

(b) The frequency of the emissions inspection shall be determined based on the age of the vehicle as determined by model year and shall be required annually subject to the provisions of Subsection (9)(c).

(c) (i) To the extent allowed under the current federally approved state implementation plan, in accordance with the federal Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the legislative body of a county identified in Subsection (1) shall only require the emissions inspection every two years for each vehicle.

(ii) The provisions of Subsection (9)(c)(i) apply only to a vehicle that is less than six years old on January 1.

(iii) For a county required to implement a new vehicle emissions inspection and maintenance program on or after December 1, 2012, under Subsection (1), but for which no current federally approved state implementation plan exists, a vehicle shall be tested at a frequency determined by the county legislative body, in consultation with the Air Quality Board created under Section 19-1-106, that is necessary to comply with federal law or attain or maintain any national ambient air quality standard.

(iv) If a county legislative body establishes or changes the frequency of a vehicle emissions inspection and maintenance program under Subsection (9)(c)(iii), the establishment

or change shall take effect on January 1 if the State Tax Commission receives notice meeting the requirements of Subsection (9)(c)(v) from the county before October 1.

(v) The notice described in Subsection (9)(c)(iv) shall:

(A) state that the county will establish or change the frequency of the vehicle emissions inspection and maintenance program under this section;

(B) include a copy of the ordinance establishing or changing the frequency; and

(C) if the county establishes or changes the frequency under this section, state how frequently the emissions testing will be required.

(d) If an emissions inspection is only required every two years for a vehicle under Subsection (9)(c), the inspection shall be required for the vehicle in:

(i) odd-numbered years for vehicles with odd-numbered model years; or

(ii) in even-numbered years for vehicles with even-numbered model years.

(10) (a) Except as provided in Subsections (9)(b), (c), and (d), the emissions inspection required under this section may be made no more than two months before the renewal of registration.

(b) (i) If the title of a used motor vehicle is being transferred, the owner may use an emissions inspection certificate issued for the motor vehicle during the previous 11 months to satisfy the requirement under this section.

(ii) If the transferor is a licensed and bonded used motor vehicle dealer, the owner may use an emissions inspection certificate issued for the motor vehicle in a licensed and bonded motor vehicle dealer's name during the previous 11 months to satisfy the requirement under this section.

(c) If the title of a leased vehicle is being transferred to the lessee of the vehicle, the lessee may use an emissions inspection certificate issued during the previous 11 months to satisfy the requirement under this section.

(d) If the motor vehicle is part of a fleet of 101 or more vehicles, the owner may not use an emissions inspection made more than 11 months before the renewal of registration to satisfy the requirement under this section.

(e) If the application for renewal of registration is for a six-month registration period under Section 41-1a-215.5, the owner may use an emissions inspection certificate issued during the previous eight months to satisfy the requirement under this section.

(11) (a) A county identified in Subsection (1) shall collect information about and monitor the program.

(b) A county identified in Subsection (1) shall supply this information to an appropriate legislative committee, as designated by the Legislative Management Committee, at times determined by the designated committee to identify program needs, including funding needs.

(12) If approved by the county legislative body, a county that had an established emissions inspection fee as of January 1, 2002, may increase the established fee that an emissions inspection station may charge by $2.50 for each year that is exempted from emissions inspections under Subsection (9)(c) up to a $7.50 increase.

(13) (a) Except as provided in Subsection 41-1a-1223(1)(c), a county identified in Subsection (1) may impose a local emissions compliance fee on each motor vehicle registration within the county in accordance with the procedures and requirements of Section 41-1a-1223.

(b) A county that imposes a local emissions compliance fee may use revenues generated from the fee for the establishment and enforcement of an emissions inspection and maintenance program in accordance with the requirements of this section.

(c) A county that imposes a local emissions compliance fee may use revenues generated from the fee to promote programs to maintain a local, state, or national ambient air quality standard.

Section 3. **Effective date.**

This bill takes effect on January 1, 2023.

THOMPSON SPRINGS
SPECIAL SERVICE FIRE DISTRICT
ADMINISTRATIVE CONTROL BOARD
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=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

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

AGENDA

Tuesday, June 21, 2022

4:00 p.m.

- **Call to Order**
- **Citizens to Be Heard**

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=M24yQjRIdElCejUxTUlFeXFoZHNQQT09
Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.
(Unmute for public comment: *6)

- **Approval of Minutes**
  A. (Thompson Springs Fire District Board Regular Meeting)
- **Ratification of Payment of Bills**
- **Fire Chief's Report** (Chief Marcum)
- **New Business** (none)
- **Old Business** (none)
- **Future Considerations**
- **Public Hearings- Possible Action Items:** (none)
- **Closed Session- if necessary**
- **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend 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

At the 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 Meeting and forty-eight (48) hours prior to any Special Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Commissionl's Office**,** 125 East Center Street, Moab, Utah**; (**435**)** 259-1346**.**

THOMPSON SPRINGS
SPECIAL SERVICE DISTRICT
ADMINISTRATIVE CONTROL BOARD
REGULAR MEETING

Grand County Commission Chambers
Held virtually on Zoom
Moab, Utah

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

MINUTES
17 May 2022

The Thompson Springs Special Service District Administrative Control Board met in a regular meeting on May 17th, 2022. The meeting was held in-person in the Grand County Commission Chambers, with hybrid virtual participation also available via Zoom. It was also broadcast and saved on YouTube. Attending the meeting in-person was Commission Vice Chair Mary McGann, (TSSSD Secretary) Evan Clapper, Trisha Hedin and Kevin Walker. Also attending in-person were Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall and Clerk/Auditor Gabriel Woytek. County Commission Chair (TSSSD President) Jacques Hadler, Commissioner Sarah Stock, Commissioner Josie Kovash and Grand County Attorney Christina Sloan were in attendance virtually. Vice-Chair McGann served as Chair for this meeting.

Vice Chair McGann called the meeting to order at 4:15 pm

Citizens to be Heard

Thompson Springs property owner Saina Carey mentioned outdated fire truck in Thompson and spoke about the possibility of purchasing a used vehicle to replace it. Stated that owners of three story properties should bear the brunt of the cost of a fire truck that had a ladder that reached three stories.

Approval of Minutes

A. April 19th, 2022 (Thompson Springs Fire District Board Regular Meeting)

Motion by Commissioner Clapper to approve the minutes from April 19th, 2022.

Motion seconded by Commissioner Walker

Discussion (none at this time)

Motion passes 7-0

Ratification of Payment of Bills

Motion by Commissioner Walker to approve and ratify payment of bills in the amount of $1,214.30 and payroll in the amount of $1,646.88 for a combined total of $2,861.18.

DRAFT

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 7-0

Fire Chief's Report
Vice Chair McGann read the fire chief's report as prepared by Chief Mark Marcum.

New Business (none at this time)

Old Business (none at this time)

Public Hearings – Action items (none at this time)

Closed Session – if necessary (none at this time)

Vice Chair McGann adjourned the meeting at 4:20 pm.

_____
Jacques Hadler
President, Thompson Springs Special Service District

_____
Evan Clapper
Secretary, Thompson Springs Special Service District

DRAFT

GRAND COUNTY BILLS TO BE APPROVED
Thompson Springs Fire District
6/21/2022

114706, 114834, 114784, 114809	A/P Checks	05/17/22-06/21/22	$2,224.01

TOTAL BILLS	**$2,224.01**

52022214	05/16/22-05/29/22	6/3/2022	$823.44
60322213	05/30/22-06/12/22	6/17/2022	$823.44

TOTAL PAYROLL	**$1,646.88**

TOTAL BILLS & PAYROLL	**$3,870.89**

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Only paid invoices included.
[Report].GL Account Number = "204000000000"-"204999999999"

Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
204221250000						
114706 13035	GRAND TIRE PROS	113215	THOMPSON FIRE TRUCK	1,547.32	1,547.32	06/10/2022
Total 204221250000:				1,547.32	1,547.32	
204221230000						
36789	RHINEHART OIL CO., LLC	CP-102094-22	THOMPSON FIRE	41.83	41.83	06/10/2022
114834 36789	RHINEHART OIL CO., LLC	CP-102094-22	THOMPSON FIRE	51.59	51.59	06/10/2022
36789	RHINEHART OIL CO., LLC	CP-104131-22	THOMPSON FIRE	61.46	61.46	06/10/2022
36789	RHINEHART OIL CO., LLC	CP-104131-22	THOMPSON FIRE	.58-	.58-	06/10/2022
36789	RHINEHART OIL CO., LLC	CP-104562-22	THOMPSON FIRE	.68-	.68-	06/10/2022
36789	RHINEHART OIL CO., LLC	CP-104562-22	THOMPSON FIRE	.42-	.42-	06/10/2022
Total 204221230000:				153.20	153.20	
204221270000						
114784 27655	ROCKY MOUNTAIN POWER	JUNE 2022	Thompson Fire House	31.49	31.49	06/10/2022
Total 204221270000:				31.49	31.49	
204221510000						
114809 30551	UTAH LOCAL GOVERNMENT TRUS	1598921	THOMPSON FIRE SSFD/WORKERS	492.00	492.00	06/10/2022
Total 204221510000:				492.00	492.00	
Grand Totals:				2,224.01	2,224.01	

Dated: June 17th 2022

County Auditor: _____

TSSFD Chairperson _____

Board Member: _____

Board Member: _____

_____

_____

Report Criteria:
Department.Department = "THOMPSON FIRE DISTRICT"

Total THOMPSON FIRE DISTRICT:

1	.00	.00	1,646.88

Grand Totals:

1	.00	.00	1,646.88

Date: 6/21/2022

CHECK#'S: 520222214 + 603 22213

COUNTY AUDITOR:

COMMISSION MEMBER:

COMMISSION MEMBER:

Thompson Springs
Special Service Fire District

101 Firehouse Lane
Thompson Springs, Utah 84540

Chief: Mark Marcum
Cell: 435-260-6159
Email: thompsonfd41@gmail.com

Chief's Report to TSSSFD Board
June 21, 2022

Recent Incidents:

- 5/23- Unresponsive male, I-70 MM 187 on ramp (E-21 MM, GCEMS)
- 6/5- Assist MVFD with Pack Creek Campground Fire (E-41 MM)
- 6/7- Brush fire, I-70 MM 209 (E-41 MM/ET, E682, BLM)
- 6/8- 1 vehicle rollover/extrication, I-70 MM 175 (E-41 MM/ET, GREMS, GRFD, GCEMS)
- 6/11- Sick call, Thompson 7/11 (GCEMS)

Equipment:

- E-21 (4 WD Brush fire, EMS, Rescue)- Engine issues. Out of service. Working on definitive diagnosis. Extrication and medical equipment moved to E-41. FEPP request being made for replacement truck if necessary.

Training:

- 6/7- Engine operations.

Other:

- Application in for 2022 Utah Fire Department Assistance Grant. Requesting wildland PPE for new member and new fire hose and fittings.
- Billing paperwork submitted to State for I-70 MM 209 fire.

Presentation for Grand County Commission related to the Moab Information Center (MIC)

June 21, 2022

Commissioners, thank you for providing the Canyonlands Natural History Association (CNHA) with the opportunity to address the Commission for the purpose of extending the current lease to operate the Moab Information Center.

The need for a central visitor information center became a point of discussion as early as 1989 as Moab's "business" shifted from Uranium to tourism as the primary driver in rebuilding its economy. It was clear to businesses and the agencies that without such a facility that gave out consistent and accurate information, safety awareness, and stewardship messaging, that the visitor's ability to plan and experience a safe and enjoyable visit to this area would be very difficult.

Prior to the establishment of the MIC, visitors got their information primarily by asking in stores and restaurants, often from seasonal employees who had limited knowledge of the area and there was no training or quality control for what was being recommended. The only agency visitor center, close to Moab, was at Arches. In addition, visitors were calling or writing for information to Grand County, Moab Chamber of Commerce, Travel Council, Moab City, Utah Parks and the three federal agencies.

To try to get a handle on this, representatives from Grand county including the Travel Council, CNHA, and the three federal agencies began meeting. There was consensus that a downtown, centrally located "community visitor information center" was needed. Moab citizen, Ralph Miller (Claudia's dad), owned the property at Main and Center and learning of the need for a visitor center, agreed to a very reasonable price and held the property until the county could get a low interest CIB loan and the agencies could get an "earmark" federal appropriation through Utah Senator Garn, to help build and equip the facility. It was truly a model project of cooperation to address a clear growing community problem.

The MIC was dedicated on June 15, 1993. On hand to represent the partners were Charlie Peterson (Grand County Council), Bob Jones (Grand County Travel Council), Jerry Shaw (USFS District Ranger), Roger Zortman (BLM District Manager) and Walt Dabney (NPS SEUG Superintendent). It was agreed by all that the agencies through CNHA would lease the MIC from the county. When established it was envisioned that the lease payments would be used by the county to maintain the facility. The costs of operating the facility would be borne by the agencies through CNHA with the sale of books and other materials at the site and contributions from the county.

Now after almost 30 years the MIC has become a central focus for visitors to this area. While technology has changed and improved the way many get information it is also not as responsive or often as current as the information provided in person by professionals at the MIC. People new to an area often like to talk to a real person who "has actually been there". And it gives the opportunity to talk to visitors about safe travel in this desert environment and how to use it responsibly. Grand County SAR is very supportive of the contribution the MIC makes to "preventative SAR".

CNHA represents the agencies, as well as Grand County, Moab City, Moab businesses, the Travel Council, Chamber of Commerce, and indeed the citizens of Grand County with its home town "Welcome

Center". It provides and pays for a service that is invaluable to thousands of people a year who come in to talk to MIC staff, watch the orientation movie or listen to an educational lecture, obtain OHV permits and use the public bathrooms. This year NPS rangers have been added at the site to facilitate the Arches "timed entry" reservation program.

The MIC is not a "money maker" for CNHA. The cost to operate and staff the facility is approximately $370,000 annually including rent paid to Grand County of $27,600. CNHA net revenue, through sales at the MIC, is approximately $235,000. The Travel Council (Grand County) contributes $45,000 per year, and the City of Moab contributes $10,000 per year. To provide this service for the visiting public to Grand County, CNHA pays approximately $315,000 per year from its revenues, and contributions from the federal agencies.

These are visitors to parks, public lands, forests and state parks and most importantly, financially, to Grand County. Because for whatever attraction brought them here from all over the world, the economy of this county is what benefits the most. The Moab Information Center has been a major player in the life and business of this county. CNHA feels this role is critical and is willing to continue to operate the MIC and underwrite these cost. We request that the Grand County Commission approve another five-year extension of this lease.

Thanks and we are here to answer any questions you might have.

Walt Dabney, CNHA Board Member
Claudia Page, CNHA Board Member
John Weisheit, CNHA Board Member
Roxanne Bierman, CNHA Executive Director
Sharon Kienzle, MIC Manager

Grand County Commission May 26th, 2022

124 E. Center St.

Moab, UT, 84532

Dear Grand County Commissioners,

I wanted to express my support for the current location of the Moab Information Center on behalf of the Travel Council Advisory Board and on behalf of Redtail Air.

As the Chair of the Travel Council Advisory Board (TCAB), I look forward to hearing about the monthly report from the MIC as it is a huge, if not the number one, reading on what is going on in Moab for our locals and for our thousands of visitors. One of the most important goals and mission for the TCAB is the sustainability message for Moab. As stated on the Grand County website, "The Travel Council's responsibility to promote and encourage local tourism to help broaden and strengthen the county's economic base. The Travel Council seeks to accomplish this through promotion supporting recreation, tourism, and conventions in a manner that protects the beauty and scenery of our natural environment. " The MIC has been integral in providing important information to our visitors about how to recreate responsibly and safely. They also provide information including: OHV regulations, camping and hiking permits, and most recently the timed entry program in Arches National Park.

The Redtail Air desk at the Canyonlands Regional Airport is usually the first opportunity to greet some of our Moab visitors traveling via air and our staff handles visitor questions to the best of their ability daily. Our staff refers and directs these new and returning visitors to the MIC multiple times a day. The MIC's staff are not only the best resource our town has for information but their facility is at the best location as well. The parking availability, Wi-Fi access, free and well-maintained public restrooms and the beauty of the green landscape are a beautiful welcome to our visitors and locals to enjoy year-round.

As the chair of the Travel Council Advisory Board and Director of Sales & Marketing for Redtail Air, I am excited to share my support for the MIC at its present location.

Sincerely,

Jennifer Gleason

Chair of the TCAB

Director of Sales & Marketing

Redtail Air

United States Department of the Interior

NATIONAL PARK SERVICE
INTERIOR REGION 7
Southeast Utah Group: Arches and Canyonlands National Parks
Hovenweep and Natural Bridges National Monuments
2282 S. Resource Boulevard
Moab, Utah 84532-3298

February 25, 2022

Grand County Commission
124 E. Center St.
Moab, UT 8452

Dear Grand County Commission,

The National Park Service Southeast Utah Group (NPS) enthusiastically supports the Moab Information Center (MIC) at its current downtown location. Since the early 1990s, the MIC has provided essential services to the visitors of Grand County and beyond. The MIC serves as the only multi-agency facility dedicated to providing unbiased regional information and trip-planning assistance to help people experience their public lands in southeastern Utah. For decades, knowledgeable and passionate staff have provided guidance for safely exploring the extraordinary municipal, state, and federal lands of red rock country. In addition to exceptional customer service, the MIC provides clean public bathrooms and free Wi-Fi to the downtown Moab area year-round. The MIC also provides a venue for local and visiting experts to present free programs about archaeology, paleontology, astronomy—and more—further enhancing our community.

As visitation to the area continues to climb, the MIC and its role of serving visitors in downtown Moab is more important than ever. The MIC will be critical to the success of the timed entry pilot at Arches National Park; NPS staff will work at the MIC through the pilot to assist visitors. With a record number of search and rescues (SAR) in 2021 for both the NPS and county, the importance of the MIC as a source of safe trip planning and preventative search and rescue cannot be overstated. Simply put, the MIC saves lives.

Moab, Utah is a mecca for outdoor recreation. Whether you hike, hunt, boat, mountain bike, climb, or take pictures, the MIC has always been the best place to start a Grand County adventure. Each year hundreds of thousands of visitors are served and lifelong memories are made thanks to the MIC. The National Park Service is proud of our long partnership with Grand County, Canyonlands Natural History Association, the Forest Service, and the Bureau of Land Management in operation of the MIC.

As an invaluable resource for enabling safe and fun recreational experiences, the National Park Service Southeast Utah Group wholeheartedly supports the MIC at the current downtown location.

Sincerely,

Patricia S. Trap
Superintendent

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Canyon Country District
Moab Field Office
82 East Dogwood Avenue
Moab, UT 84532

January 26, 2022

Grand County Commission
124 E. Center St.
Moab, UT 84532

Dear Grand County Commissioners:

The Bureau of Land Management (BLM) Moab Field Office professes our support for the continuation of the Moab Information Center (MIC) at its present location. The MIC was built through the cooperation of the National Park Service, the BLM, the County and the business community and operated by Canyonlands Natural History Association. The MIC has been the central information source and a 'one-stop-shop' for visitors coming to Moab since its conception in the early 1990s. The continued operation of the MIC is important to the mission of the BLM. The BLM has and will continue to contribute funds on a yearly basis to assist in the operation of the facility, which has been invaluable to the public by providing directions, recommendations, and proper outdoor etiquette to visitors of the area and surrounding public lands.

Given that the MIC is centrally located downtown where most visitors end up, it is more easily accessible and convenient than the BLM Moab Field Office. Many of the 3 million visitors to the area visit lands managed by the BLM. These visitors often go to the MIC to learn about the area and surrounding public lands, plan their outings, and receive educational information. In addition, the MIC offers services such as OHV registration and map sales as well as OHV education and information about a variety of chosen activities. The BLM has relied on the MIC to provide these services to our visitors (who often visit lands managed by other agencies). Furthermore, the location of the MIC in the center of town allows for visitors to gather the supplies needed to safely enjoy their outings from the nearby local businesses.

The BLM advocates for Grand County to continue the partnership represented by the operation of the MIC by Canyonlands Natural History Association at its present location.

Sincerely,

NICOLLEE GADDIS-WYATT

Digitally signed by NICOLLEE GADDIS-WYATT
Date: 2022.01.26 11:02:55 -07'0

Nicollee Gaddis-Wyatt
Field Manager

Grand County Sheriff
Search & Rescue

25 South 100 East
Moab, Utah 84532
435-259-8115

Grand County Commission
125 East Center Street
Moab, UT 84532

I would like to lend my support for the renewal of the lease for the Moab Information Center (MIC) to Canyonlands Natural History Association.

As you know, this facility has been providing visitor and community information for many years. It is a focal point and final stopping off place for many travelers seeking information before venturing out into the backcountry. It also hosts a wide variety of in-person and illustrated talks about the region.

Of particular interest to Grand County Search and Rescue is the opportunity for visitors to learn about the area, get maps and information, and learn about challenges and hazards that exist. That information is vital for a safe and enjoyable visit. The MIC is a key source of critical "preventative search and rescue" information provided to the public.

Thank you,

Jim Webster
Commander
Grand County Search and Rescue

Yelp Reviews of the Moab Information Center:

“Patti. Patti. Patti. We arrived in Moab to visit the National Parks in the area. We totally fumbled our first day. In a flash of inspiration, we showed up at the Moab Visitor's Information Center. Luckily, we walked right into Patti- a helpful and totally knowledgeable employee. We followed her advice unswervingly, like little ducklings behind their mother. We had an exquisitely wonderful day in Arches National Park, doing exactly the hikes she recommended. So worth a visit. If you can spare two days of hiking, even better. Thanks, Patti.” 3/28/22

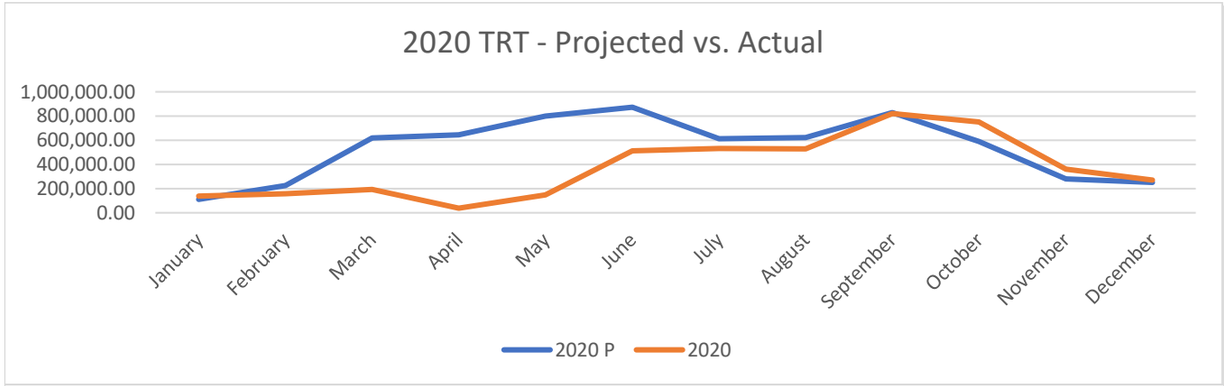
“Really, this should be your first stop in town. We were left wanting for information from the front desk staff at our hotel, so we thrilled to discovery the Moab Information Center.
Rick was super-helpful, and not just about Moab, and the parks, he gave us great advice for our trips heading out, like to and from Capitol Reef and Natural Bridges, and on to Blanding, and even some insight re:Mesa Verde. Peggy was also generous with some ideas and details. They made a great tag-team. We really appreciated, later on, going back to the maps Rick had highlighted, notated, and commented on. It all made for a very successful trip!
Now, believe me, I had done my pre-trip homework, including head-swirling internet results, but nothing compares to the personable, caring input from seasoned locals whose questions are as insightful as their answers. The Info Center also has video programs that made for great introductions. They have a great gift shop that supports their ecological efforts, and they have a water bottle filling station, and spotless restrooms.” 7/7/21

“Went in to get an idea of where to go to find some off-road trails as we are 1st timers. Never been to Moab before. They were very helpful in providing us with a couple of free maps and guiding us to the right spots” 3/18/21

“The staff here is amazing and go out of their way to help people on their adventures! You can tell they love Moab and are happy to share about Arches and Canyonlands! Stop in...this place is a must see.” 4/24/21

“My husband and I went to the information center clueless where to go in Moab for off road adventures that were moderate for us..Peggy at the center map out a beautiful scenic route for us to take that included both off road and park adventures. We could not have been more pleased with her help. PEGGY you are the BEST!! Thank you for making our trip wonderful!!! From North Carolina and clueless” 9/19/19

“My wife and I stopped at the Moab Information Center when passing through in an RV. We didn't have a lot of time, but wanted to see the Arches National Park, and were looking for help with a plan to see the 'good stuff' without wasting time. Sharon (the manager I believe) was extremely helpful and gave us numerous maps and insider tips on where to go... what to do... etc, including the best travel route when driving south toward Grand Canyon. Can't say enough good things about how we were treated and the upbeat, positive attitude of Sharon and the rest of the staff at the Center!” 5/20/19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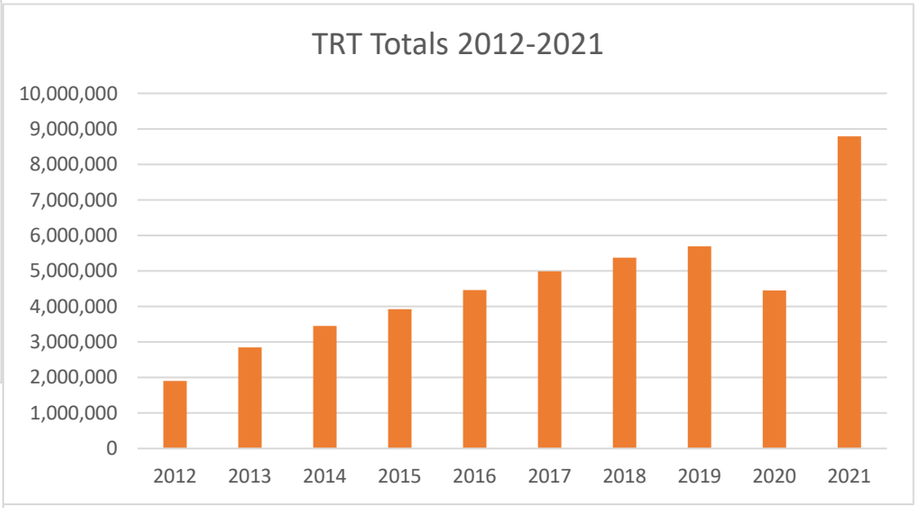
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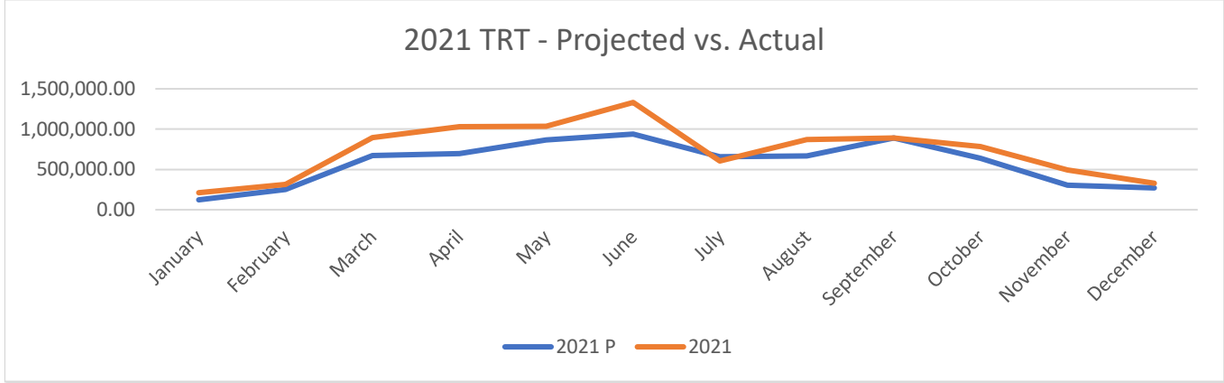
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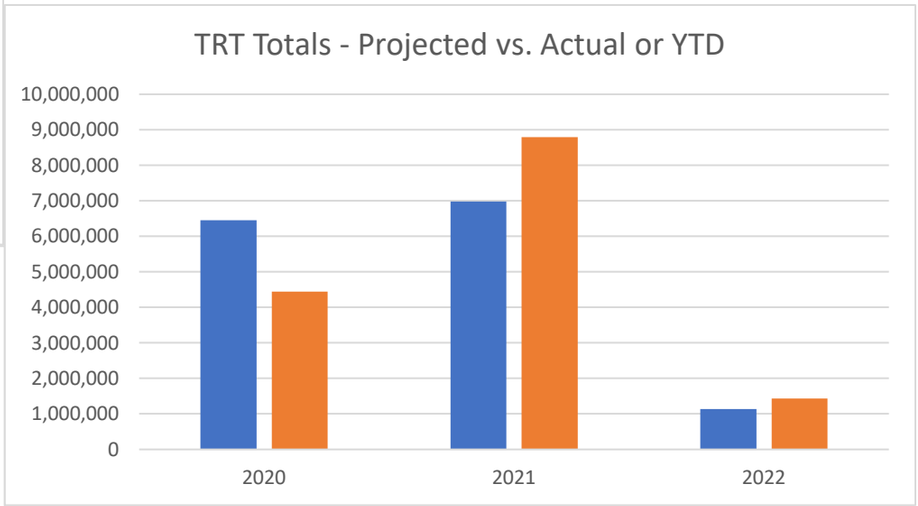
TRT Totals - Projected vs. Actual or YTD
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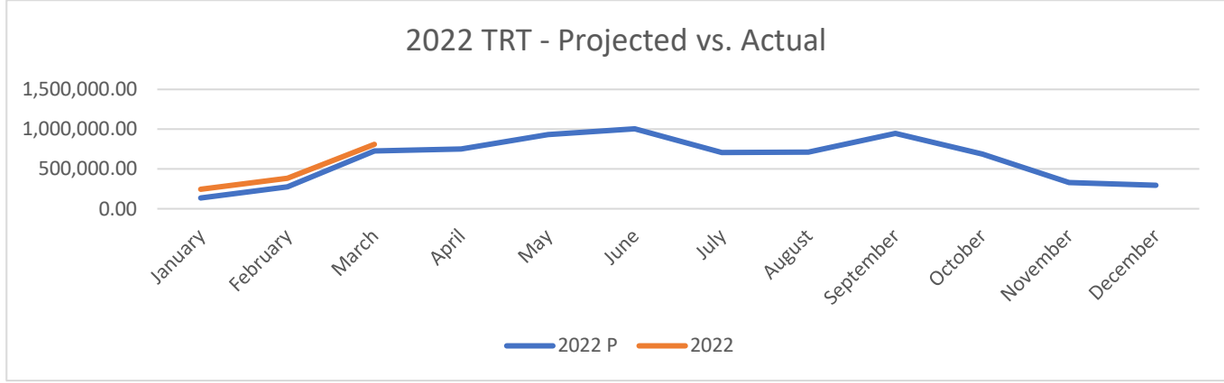
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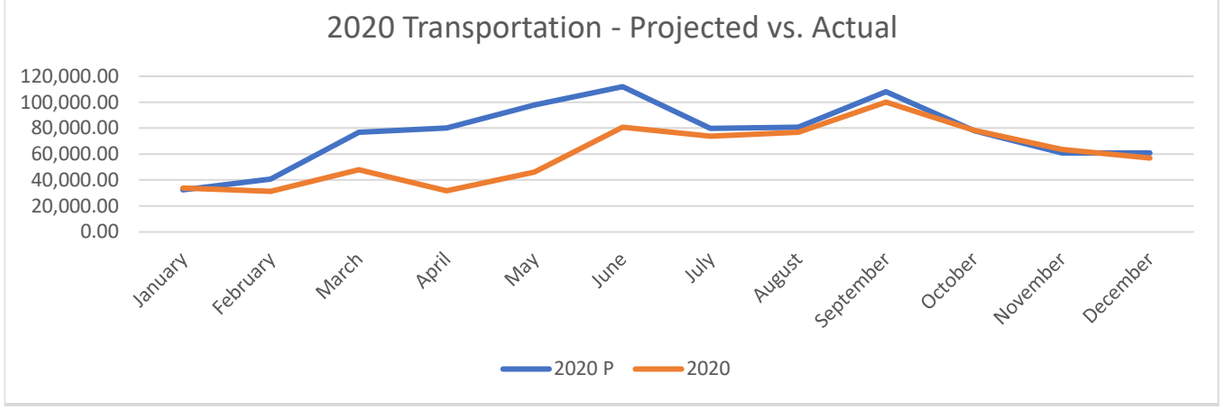
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Transportation Tax Totals 2012-2021
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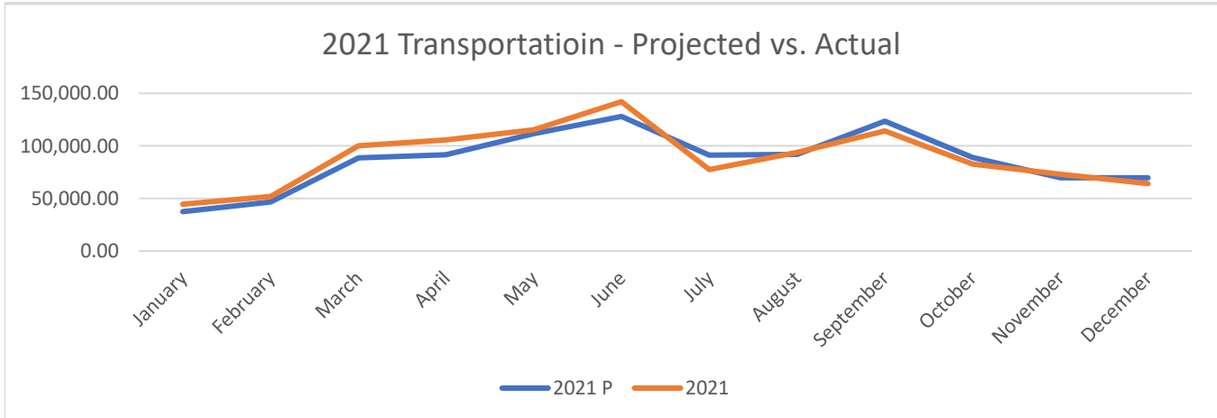
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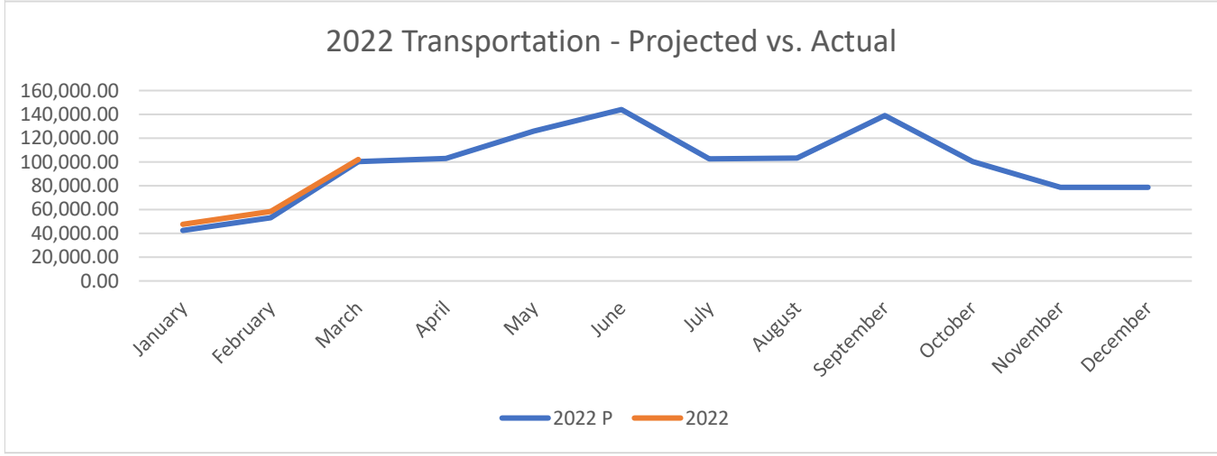
2022 Transportation - Projected vs. Actual
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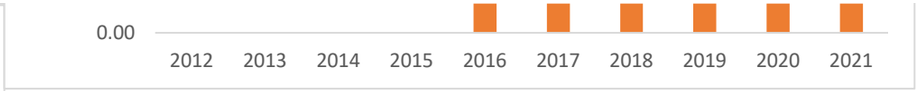
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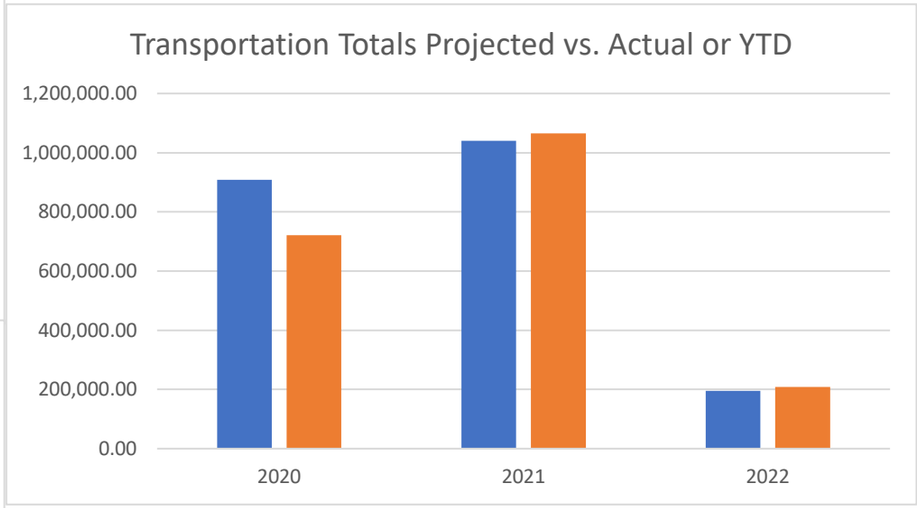
Transportation Totals Projected vs. Actual or YTD
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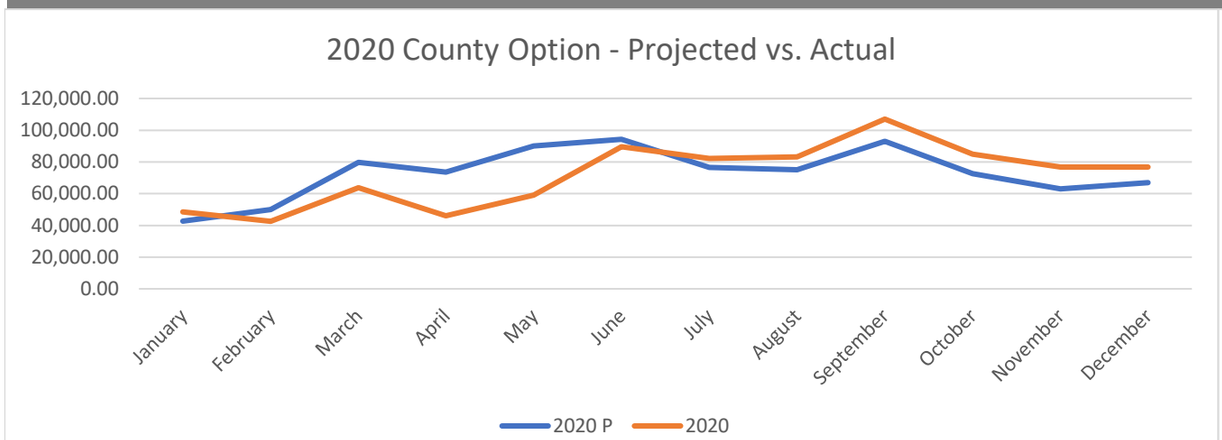
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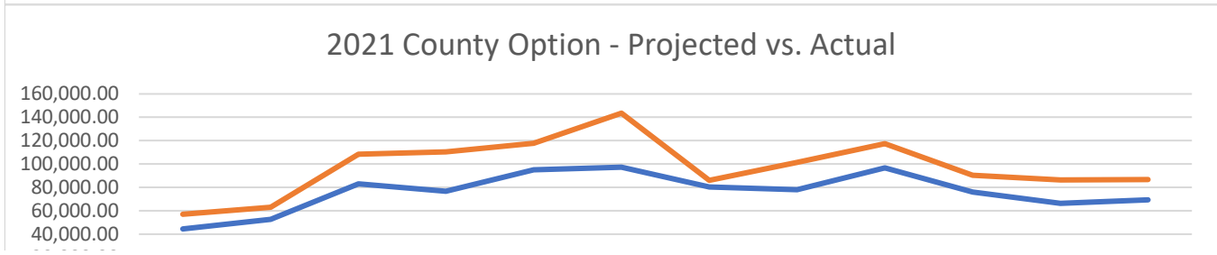
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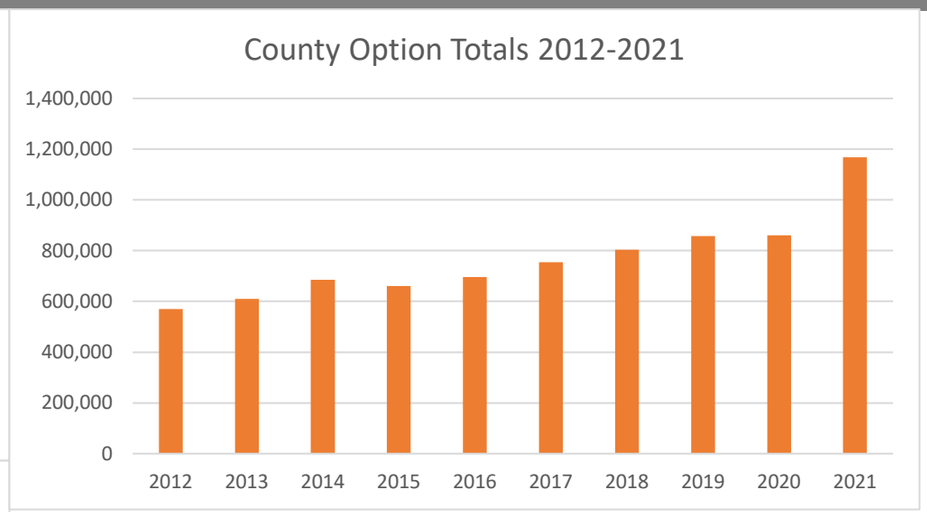
County Option Totals 2012-2021
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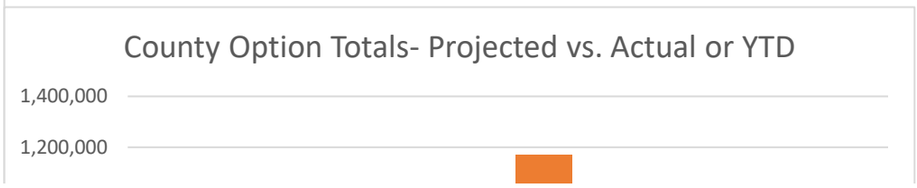
County Option Totals- Projected vs. Actual or YTD
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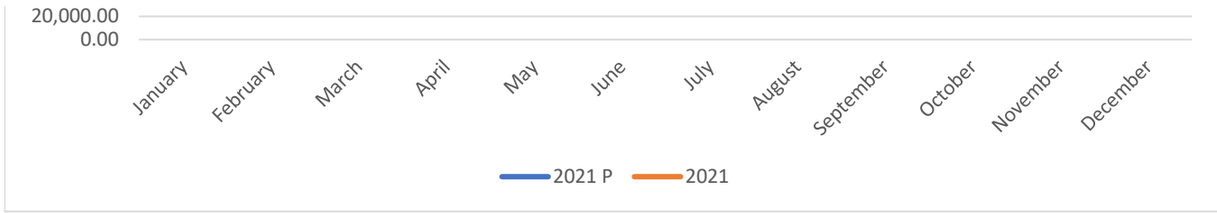
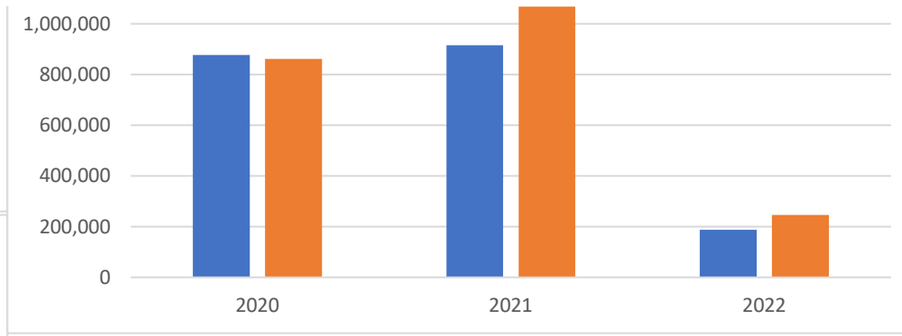
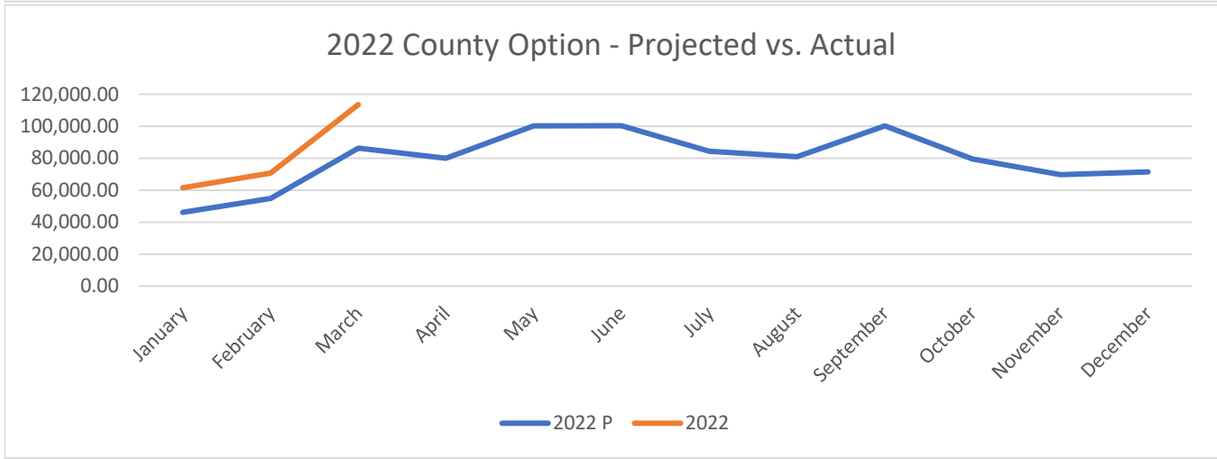
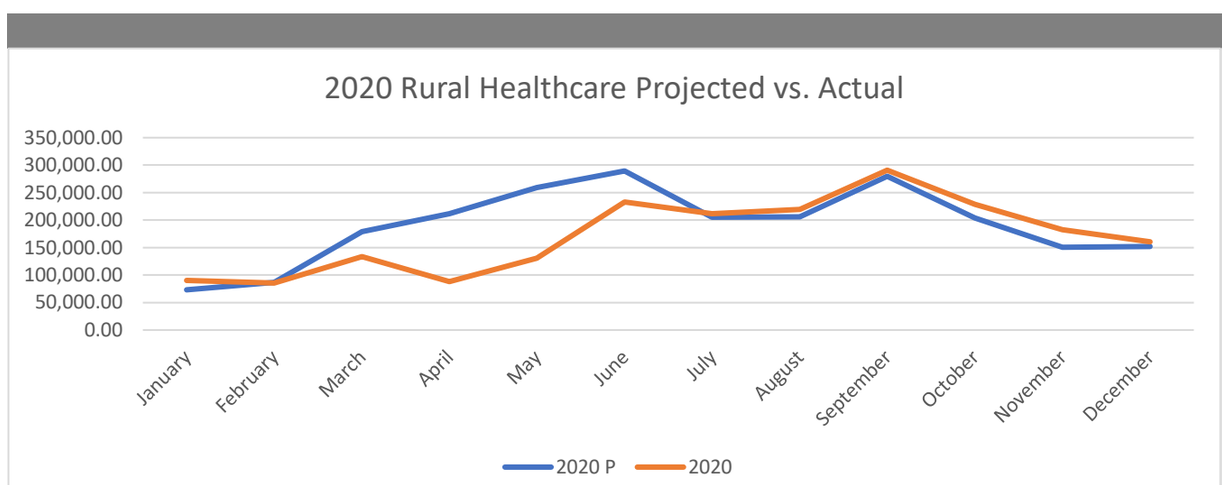


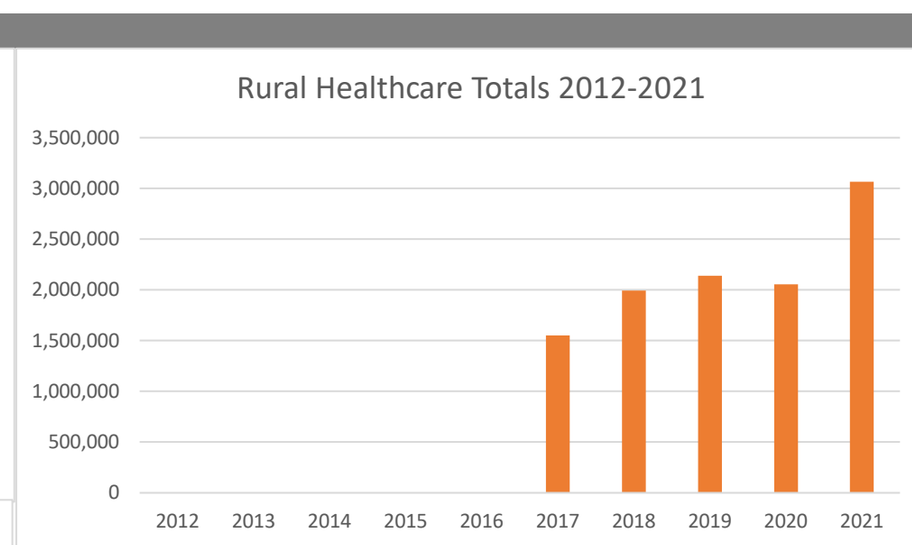




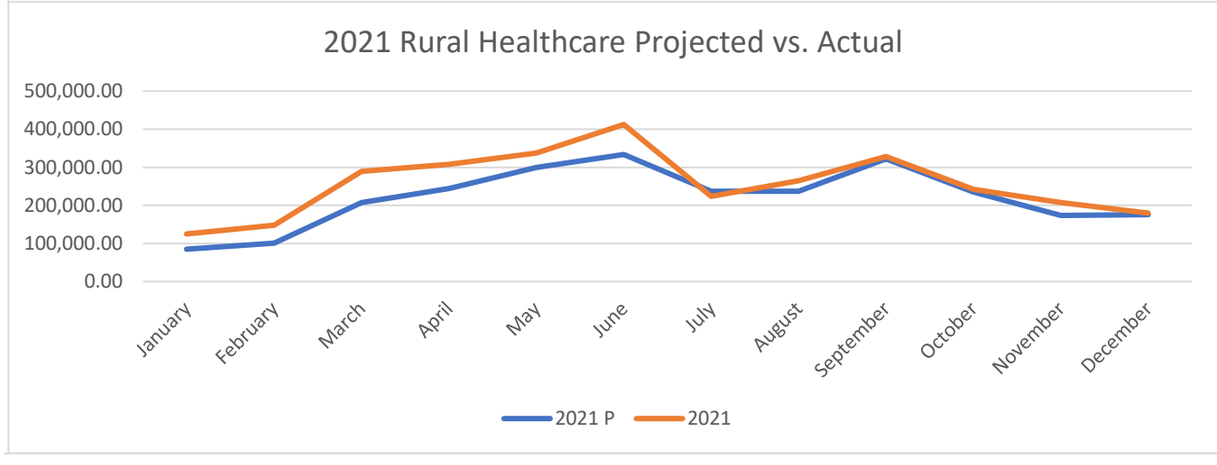
2020 Rural Healthcare Projected vs. Actual



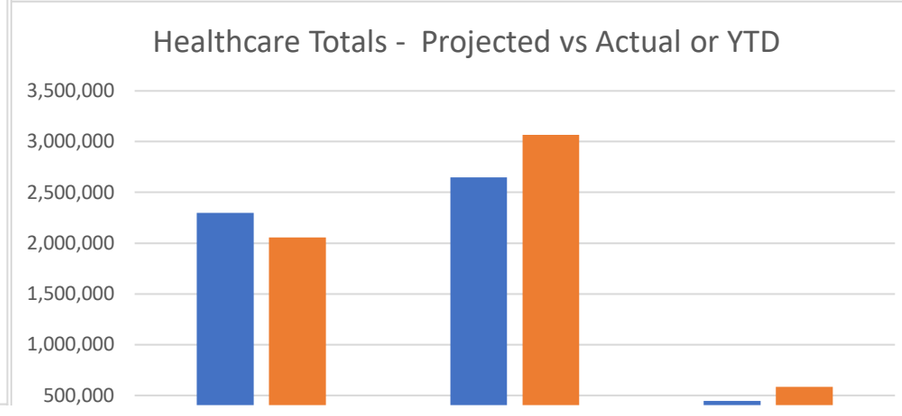
Rural Healthcare Totals 2012-2021

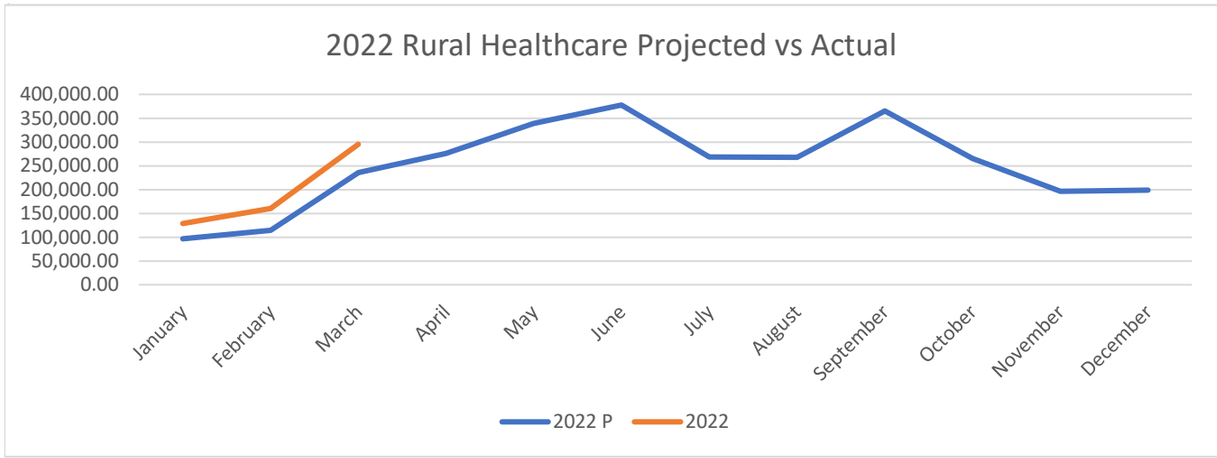


2021 Rural Healthcare Projected vs. Actual



Healthcare Totals - Projected vs Actual or YTD




2022 Rural Healthcare Projected vs Actual
400,000.00
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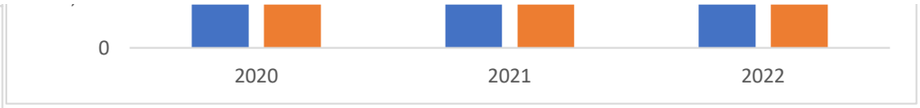
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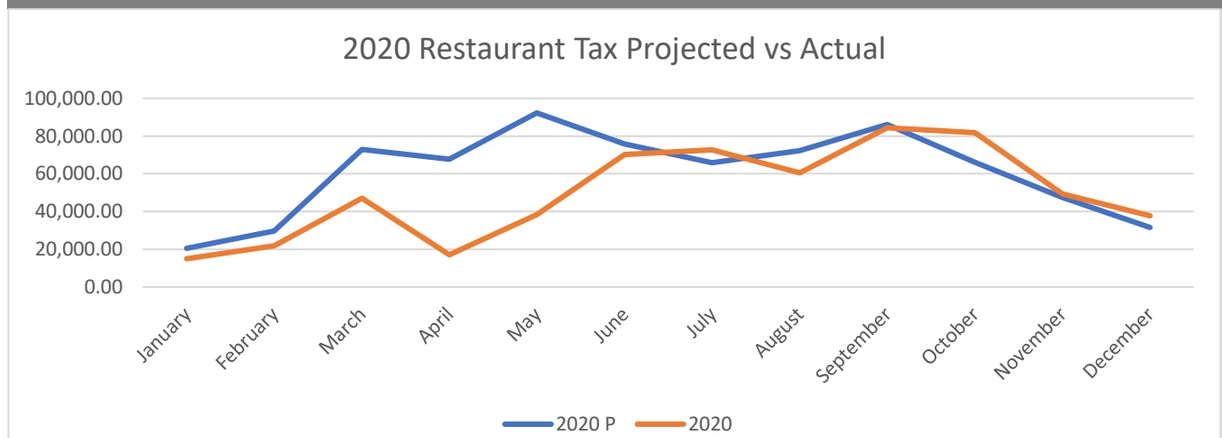
2020 Restaurant Tax Projected vs Actual
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Restaurant Tax Totals 2012-2021
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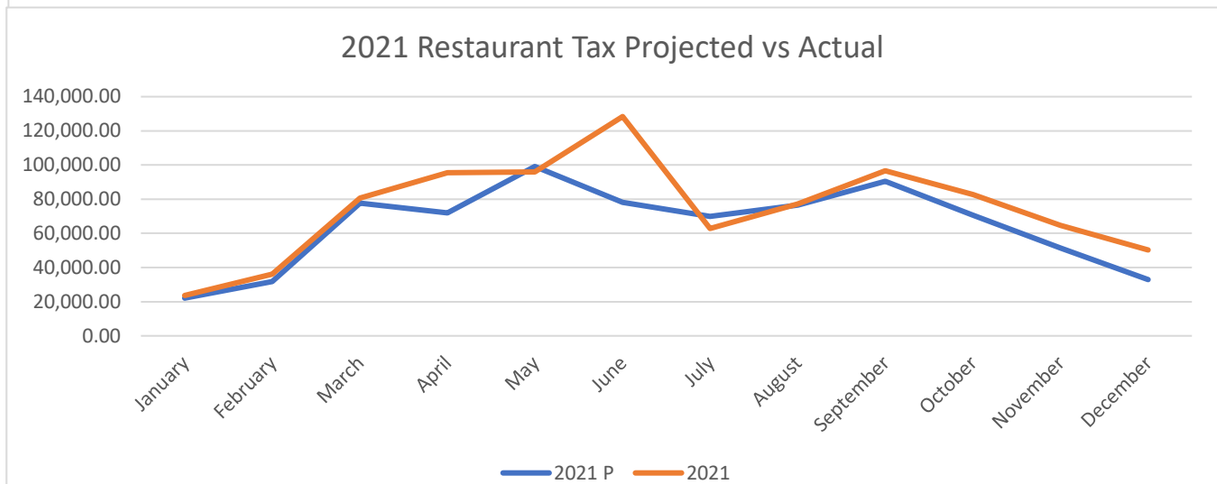
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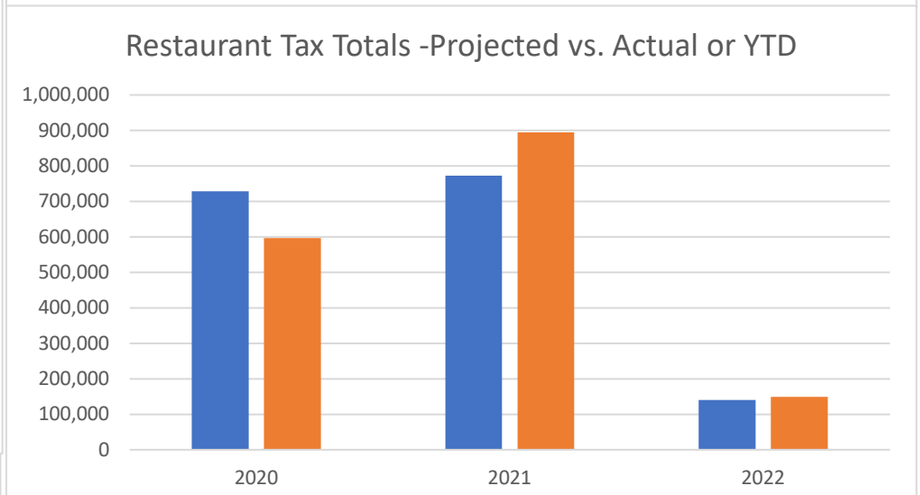
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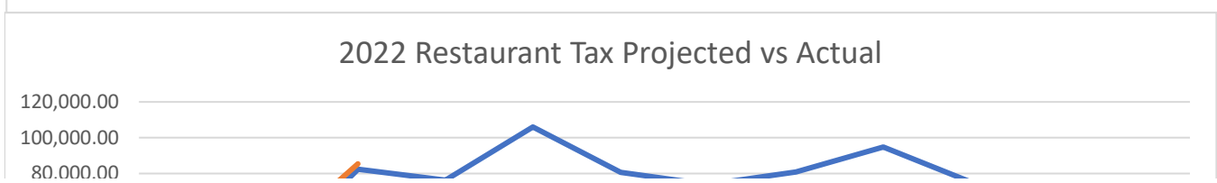
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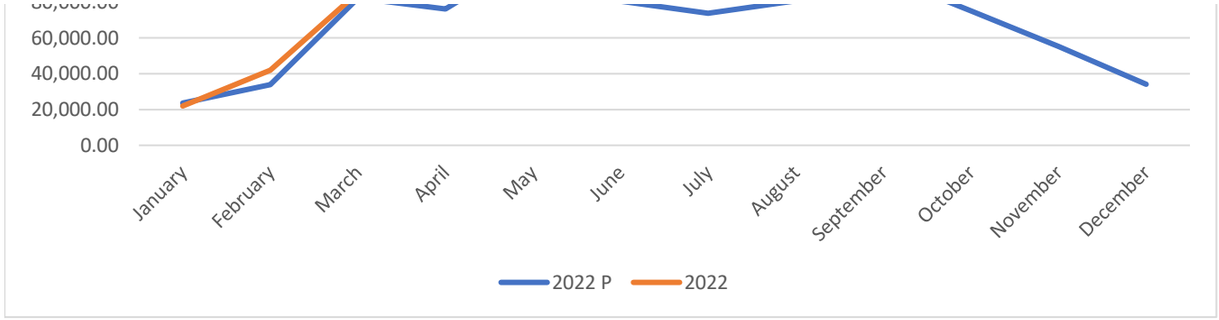
60,000.00
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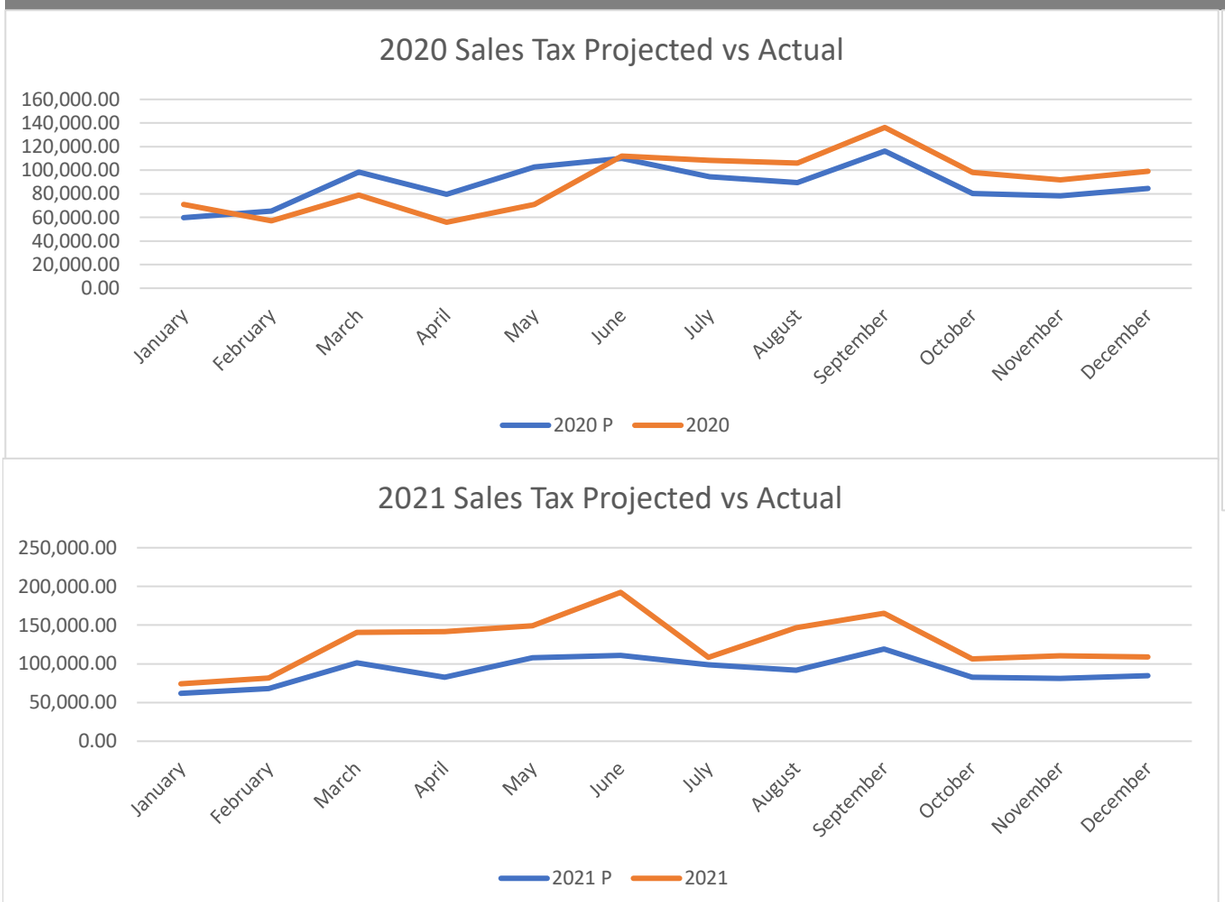
2020 Sales Tax Projected vs Actual
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2021 Sales Tax Projected vs Actual
250,000.00
200,000.00
150,000.00
100,000.00
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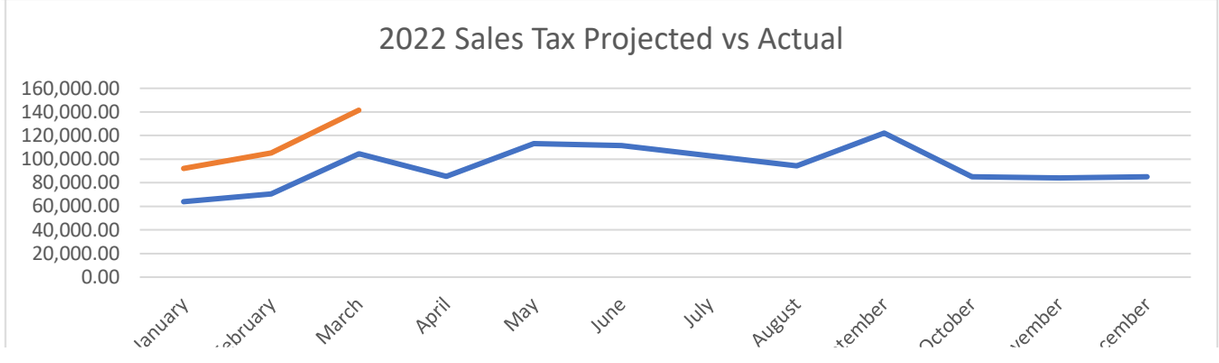
2022 Sales Tax Projected vs Actual
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Sales Tax Totals 2012-2021
1,800,000
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1,200,000
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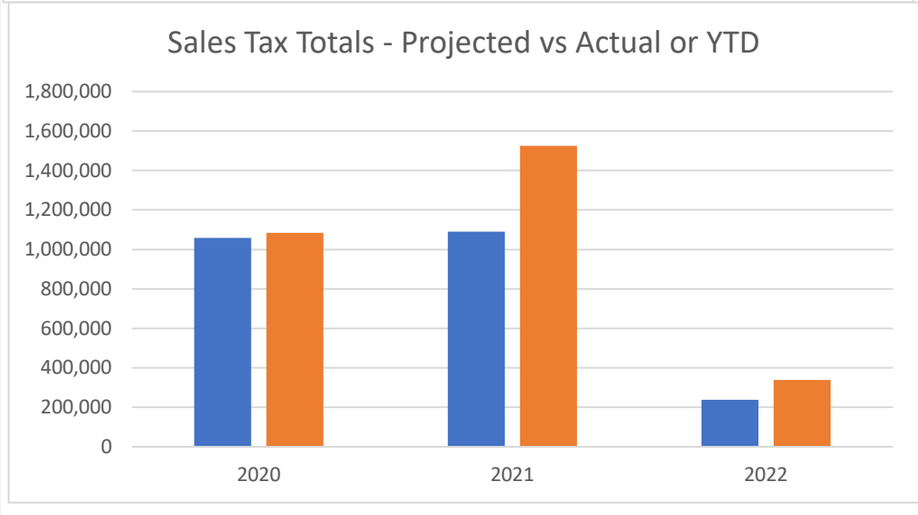
Sales Tax Totals - Projected vs Actual or YTD
1,800,000
1,600,000
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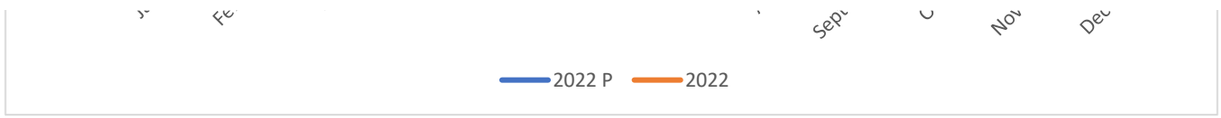
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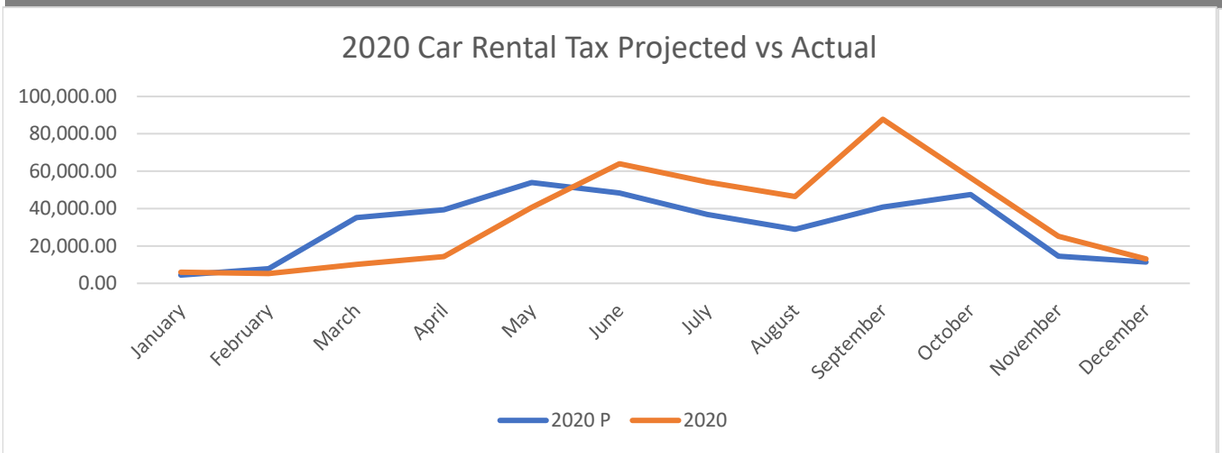
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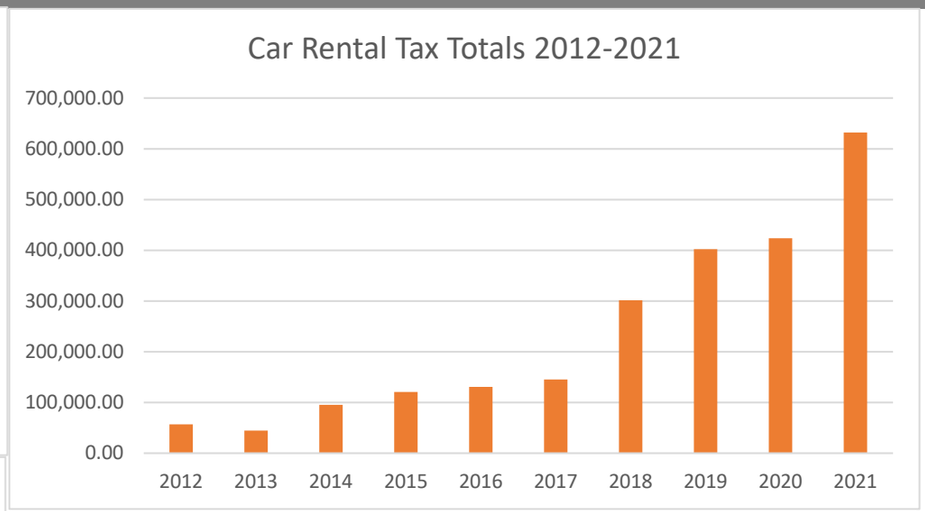
Car Rental Tax Totals 2012-2021
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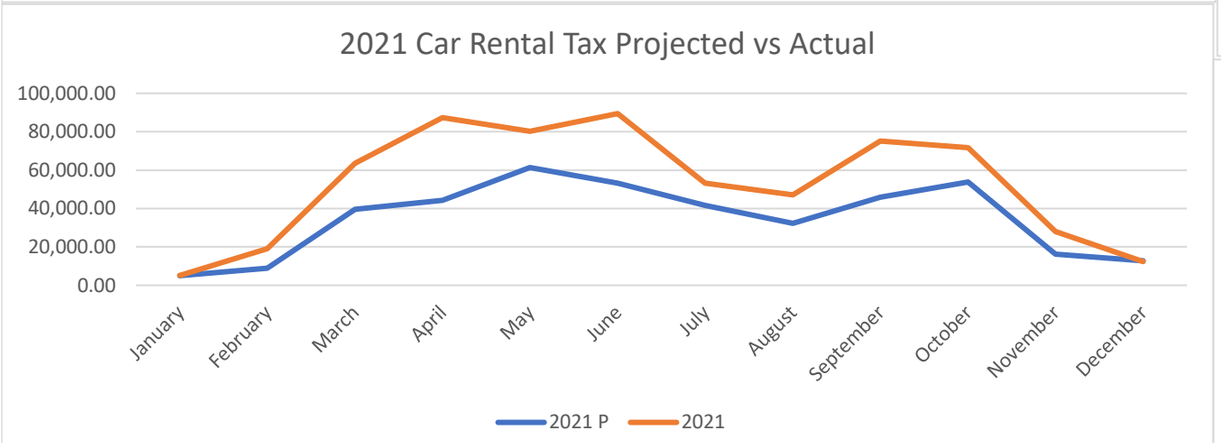
2021 Car Rental Tax Projected vs Actual
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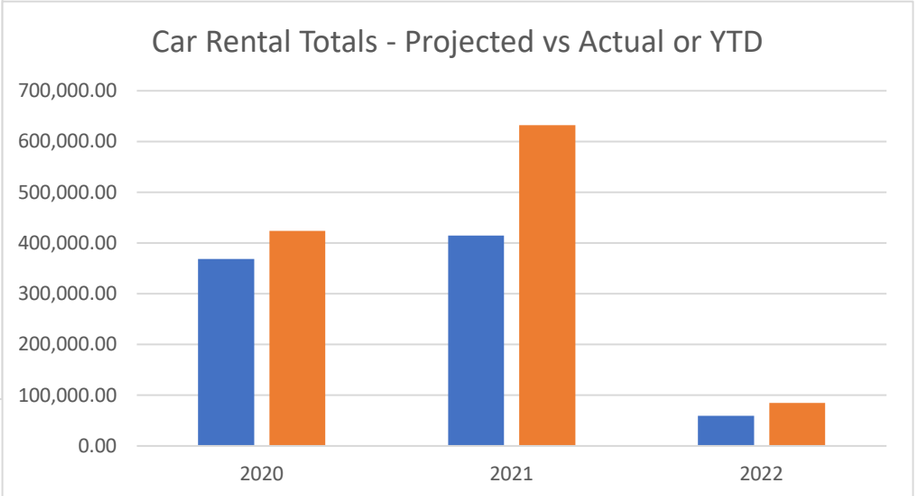
Car Rental Totals - Projected vs Actual or YTD
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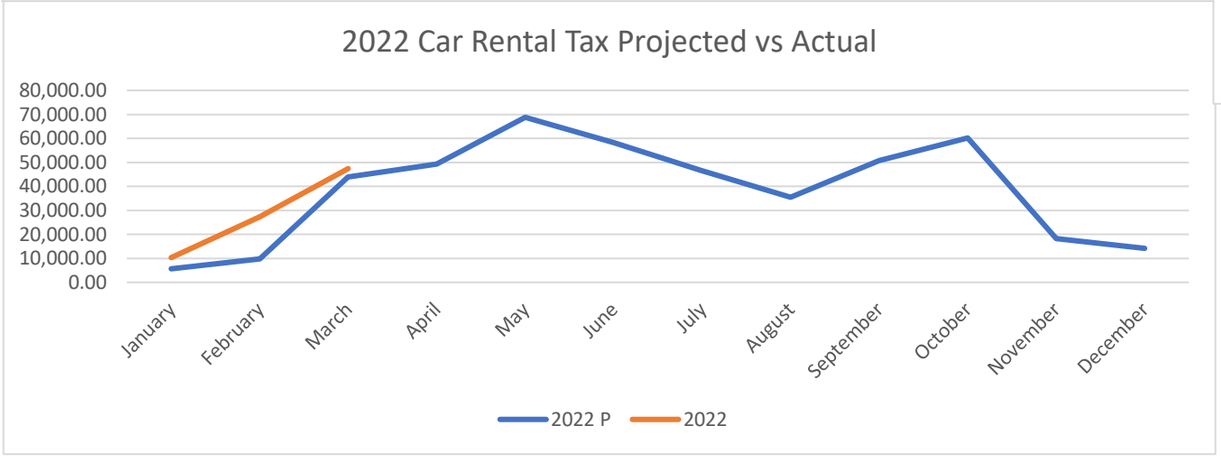
2022 Car Rental Tax Projected vs Actual
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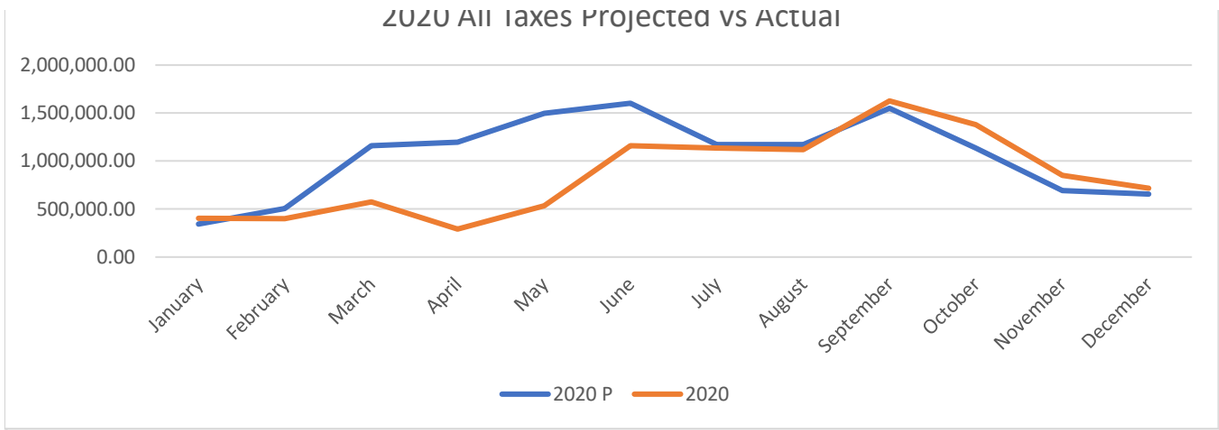
2020 All Taxes Projected vs Actual
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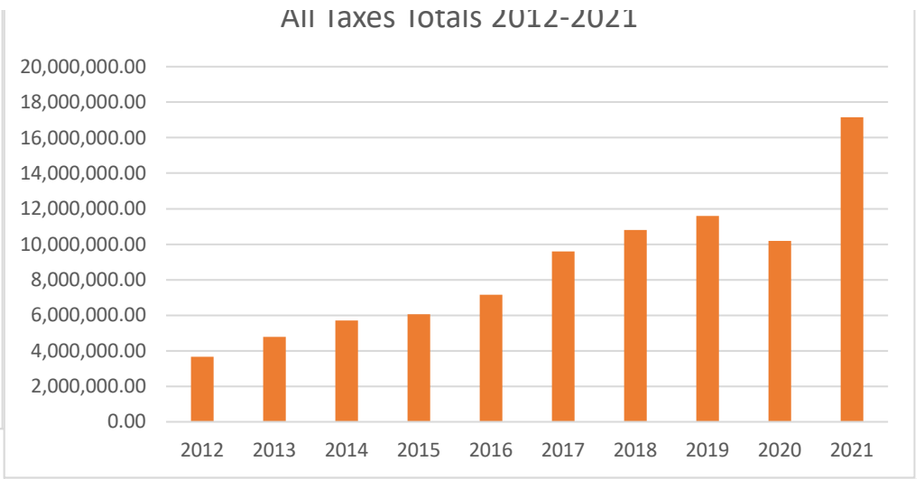
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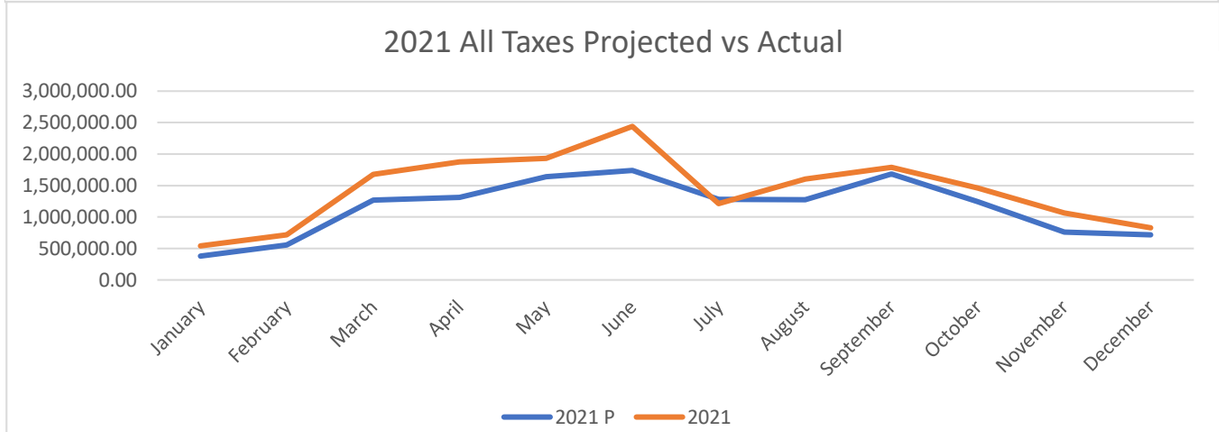
2021 All Taxes Projected vs Actual
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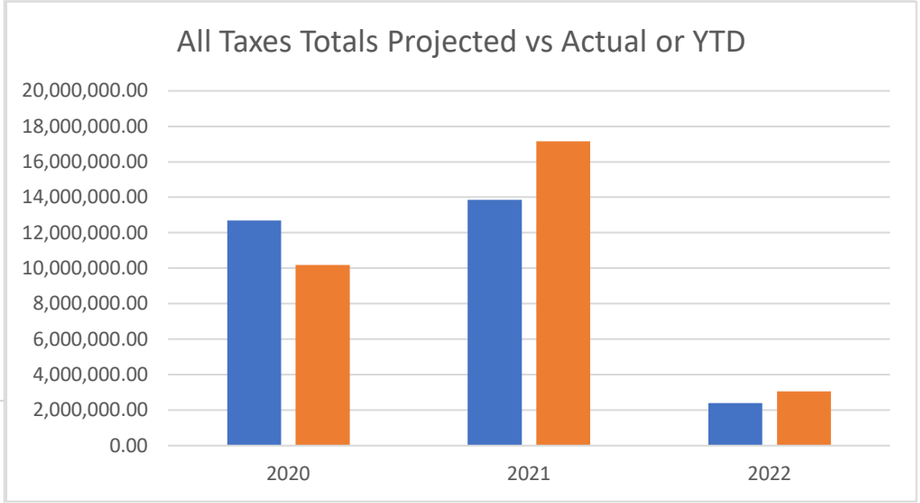
All Taxes Totals Projected vs Actual or YTD
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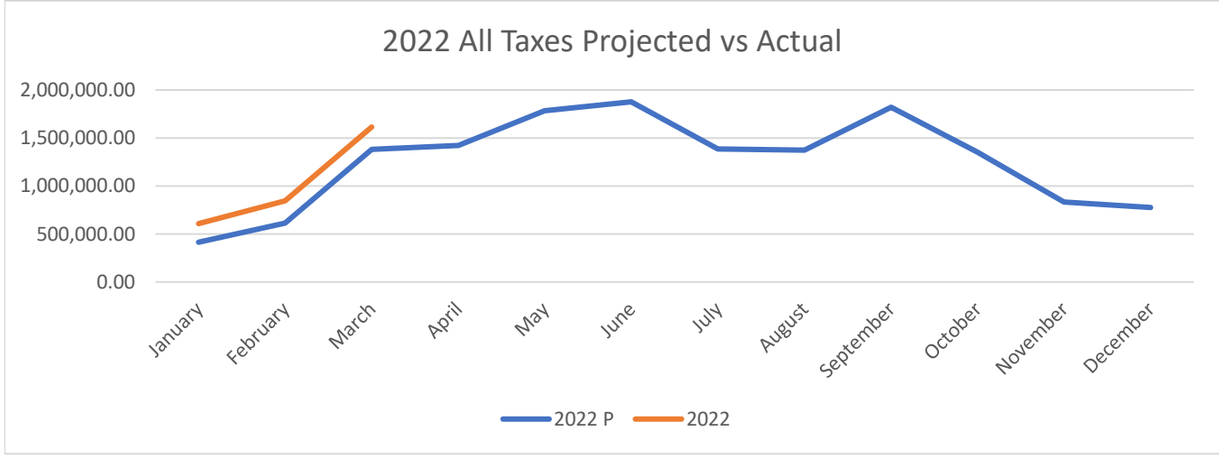
2022 All Taxes Projected vs Actual
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Forest Service **Washington Office** **1400 Independence Avenue, SW**
Washington, D.C. 20250

File Code: 5100 **Date:** April 14, 2022
Route To:

Subject: Chief's Letter of Intent for Wildfire - 2022

To: Regional Foresters, Station Directors, IITF Director, Deputy Chiefs, and WO Directors

The 2021 fire year was challenging on many fronts. With 99 days spent at National Preparedness Levels 4 and 5, severe drought increasing intense fire activity across the West, thousands of communities at risk, firefighter fatigue, and COVID-19 degrading our response capabilities, we successfully confronted an historic national crisis. Together, we persevered through these challenges. I am proud of the professionalism and determination we continually demonstrated while living our agency core values of safety, diversity, service, conservation, and interdependence. This interdependence, coupled with common goals of protecting our communities and natural resources, will provide us the framework for this fire year.

If we are to change the current trajectory of the wildfire crisis in this country, we must use all the tools available to us to increase hazardous fuels reduction work by two to four times current levels across larger landscapes (https://www.fs.usda.gov/sites/default/files/Confronting-Wildfire-Crisis.pdf). That is our focus and priority, using the significantly increased funds we received from the Bipartisan Infrastructure Law (BIL), along with our regular appropriations. We must recognize, though, that this work will take a sustained effort over the long-term to make a true difference in fire behavior and community resilience. In 2022, with nearly 90 percent of the West remaining in drought, the level of hazardous fuels across the landscape, and the expanding wildland urban interface, we face an extremely challenging fire year and our wildland fire system will continue to be tested. Therefore, it is critical that we are anchored to risk management principles as we make decisions regarding prioritization as well as tactics and strategies employed in fire suppression.

Our foremost priority is to protect the health, safety, and well-being of the fire management community and the public we serve. As such, we will align our COVID-19 mitigation strategies with the Centers for Disease Control and Prevention (https://www.cdc.gov/coronavirus/2019-ncov/science/community-levels.html) with respect to masks and testing of our firefighters. We will also continue with small, dispersed fire camps and remote incident management. Finite resources require making choices, including to commit firefighters only to operations where they have a high probability of success and can operate effectively with no exposure to unnecessary risk to meet reasonable objectives.

Ensuring the well-being and resiliency of our brave firefighters and workforce is of paramount importance. Extensive time away from families and complex, high stress working environments tax their physical and psychological resilience. To help address these very real problems, changes have been made to Chapter 7 of the *2022 Interagency Standards for Fire and Fire Aviation Operations* (*Red Book*) that update work rest guidelines to require three days of rest for every 14 days worked, excluding travel days, upon return to their home unit. I also encourage you to review and use the support available through the

Forest Service Employee Assistance Program. The *NWCG Preparedness Guide for Firefighters and their Families* (https://www.nwcg.gov/sites/default/files/publications/pms600.pdf) and the companion *Reset Guide* (https://www.fs.usda.gov/sites/default/files/fs_media/fs_document/Reset%20Guide_web.pdf) are important resources to support the health and well-being of the wildland fire community. Work is also ongoing with the Department of the Interior and the Office of Personnel Management to develop a wildland firefighter series and improve pay parity to better recognize the value of the work done by our wildland firefighters. We will continue to provide information on these efforts as they move forward and will engage with our wildland firefighters to ensure their voices are part of this work.

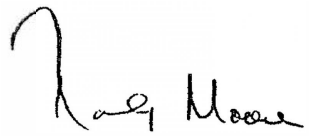
As we work to address immediate threats of uncharacteristic wildfire, it is important we continue to take proactive steps to reduce future risks of damaging wildfires when and where opportunities present themselves to employ fire in the right place, at the right time, and for the right reasons. In addition to mechanical treatments, extensive science supports using fire on the landscape and recognizes it as an important tool to reduce risk and create resilient landscapes at the necessary scale. I recognize that can be controversial and cause concern. Therefore, we must have a clear understanding of when, where, how and under what conditions we use this tool. We do not have a "let it burn" policy. The Forest Service's policy is that every fire receives a strategic, risk-based response, commensurate with the threats and opportunities, and uses the full spectrum of management actions, that consider fire and fuel conditions, weather, values at risk, and resources available and that is in alignment with the applicable *Land and Resource Management Plan*. Line officers approve decisions on strategies and Incident Commanders implement those through tactics in line with the conditions they are dealing with on each incident. We know the dynamic wildland fire environment requires the use of multiple suppression strategies on any incident; however, this year we will more clearly articulate how and when we specifically use fire for resource benefit. The *Red Book* will be updated to require that during National and/or Regional Preparedness Levels 4 and 5, when difficult trade-off decisions must be made in how to deploy scarce resources most effectively, Regional Forester approval will be required to use this fire management strategy. This is commensurate with *Red Book* prescribed fire direction during these periods.

I am committed to an ongoing dialogue with our partners to ensure safe and effective risk management principles are followed to protect communities, keep our firefighters safe, and produce results that mitigate current and future risks from wildfire. Working closely with our partners to engage in robust dialogue before and during incidents and effective pre-planning has been shown time and again to be a best practice that yields better outcomes when wildfires happen. It is my expectation that all line officers and Fire leadership will fully utilize pre-season engagement planning with their state, county, and local governments, community leaders, and partners, leveraging the best science available, including the Potential Operational Delineation (PODS) program led by Research and Development. When PODS are in place, agency administrators should ensure that incident management teams use them to inform suppression strategies; when they are not, every effort should be made to develop them real-time as part of strategic operations.

I am resolute in continuing to strengthen the quality of our work environment in line with our core values of safety and diversity. Many in the fire community have been steadfast in ending harassment and discrimination and we must continue our work to ensure the wildland fire work environment is physically, psychologically, and socially safe. We all must live up to our Agency Code and

Commitments to treat everyone with respect, empower one another, invest in relationships, model integrity, protect one another, and learn from mistakes. We will continue to provide training, conversation guides, Safety[3] toolkits, and other resources to ensure we continue to shine a spotlight on rooting out all forms of harassment. In addition, we continue our commitment to being a learning organization through a pilot *Deep Dive* program led by our Work Environment and Performance Office. This year in fire camps you will see QR codes you can easily access on mobile phone to participate in a ThoughtExchange that will inquire into the lived experiences of wildland firefighters as it relates to harassment and discrimination in everyday work experiences. We need to hear from firefighters directly to learn and then correct harmful cultural norms. Together, we can create an environment where all are treated with dignity and respect. We will not tolerate sexual harassment or other forms of harassment and discrimination in any form. To that end, I expect Agency administrators to issue letters of delegation that place increased focus on prevention of all forms of harassment and discrimination in the incident work environment.

Let us continue to honor our fallen by remaining committed to one another's health, safety, and well-being, allowing adequate time for rest and recovery, and ensuring we do all we can to get everyone home safe, every day.



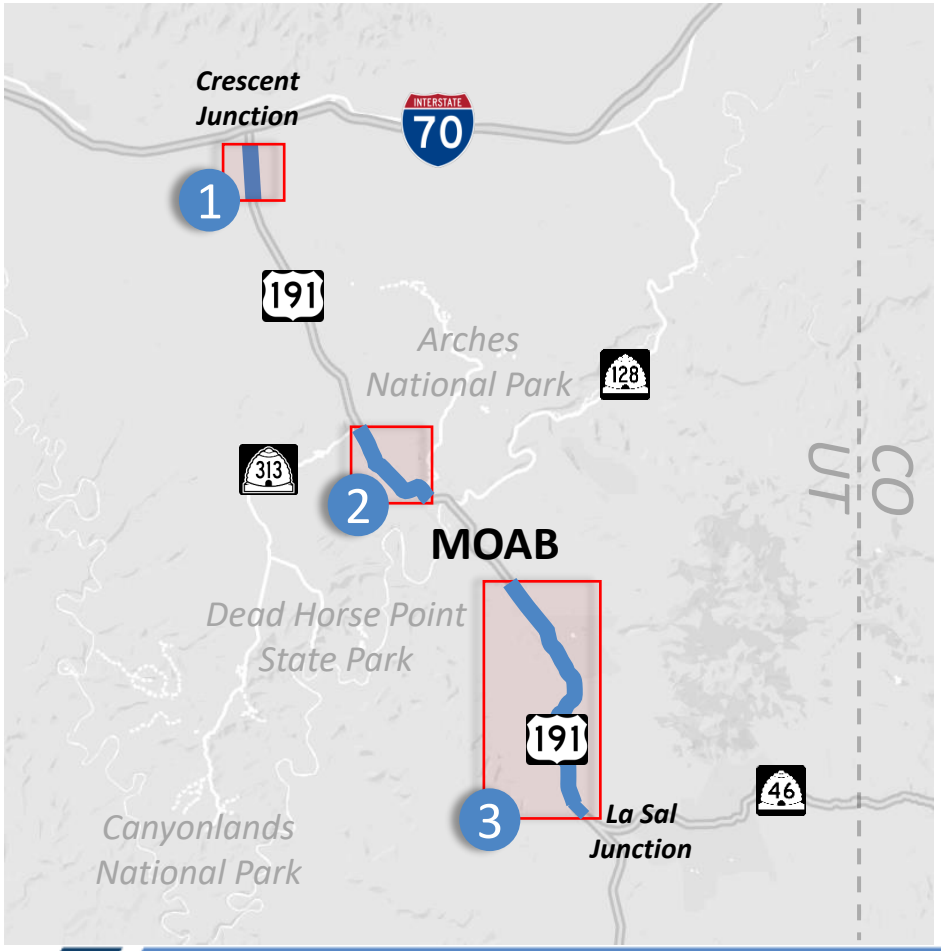
RANDY MOORE
Chief

U.S. 191 Moab Corridor

RENEWED

Crescent to La Sal Junction

CONSTRUCTION NOTICE: The Utah Department of Transportation (UDOT) will be delivering three projects along 191 (U.S. 191) starting in June 2022. Each project aims to rehabilitate and preserve the life of the roadway and provide unique enhancements targeting motorist safety & traffic management objectives.



1 Southbound Passing Lane at Crescent Junction

Beginning in Late-July 2022, this project will add a Southbound passing lane on U.S. 191 immediately South of I-70. All lanes will be open between 7am to 7pm during construction. Expect some peak hour traffic delays.

2 Arches National Park 279 to Seven Mile Wash 313

Starting in June 2022, this project aims to rehabilitate the roadway by resurfacing the pavement and provide a smoother travel surface for motorists. Additionally, crews will enhance drainage flow & catch basins, upgrade guardrails, refresh lane striping, and update road signage. Crews will maintain one lane open in each direction during construction. Expect some peak hour traffic delays.

3 La Sal Junction 46 to South Moab (300 South)

Starting in July 2022, this project aims to preserve the life of the roadway by utilizing a roadway resurfacing treatment technique called microsurfacing. This work will be performed in the nighttime hours only and will move quickly. The result will provide a smoother travel surface for motorists. Expect some traffic delays from 7pm to 7am during construction.

For latest traffic conditions: udottraffic.utah.gov/ (or) download the traffic app: udot.utah.gov/connect/current-conditions/

HOTLINE: 435-990-1050 us191moabcorridor@utah.gov www.udot.utah.gov/go/us191moabcorridor

Stay Informed

Please share this information with anyone who may benefit. If you would like to receive construction updates on any of these projects, please send an email to us191moabcorridor@utah.gov with "UPDATES" in the subject line.

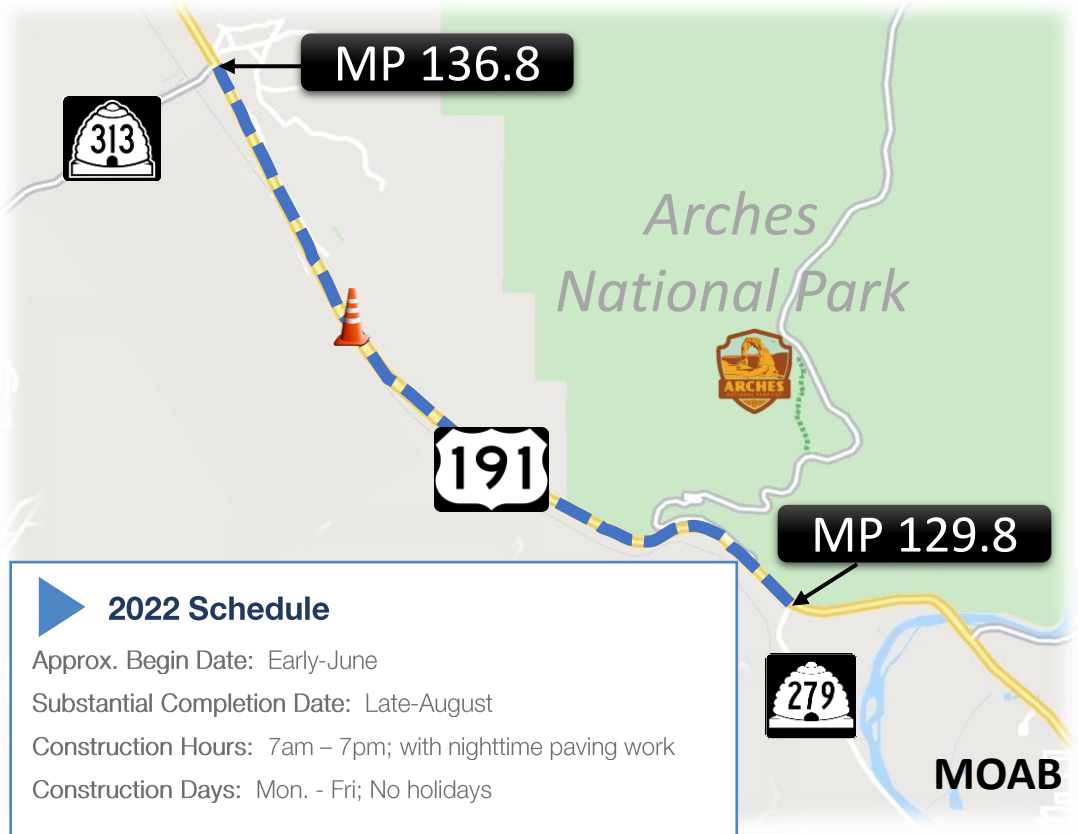
U.S. 191 Moab Corridor

RENEWED

Crescent to La Sal Junction

CONSTRUCTION NOTICE: The Utah Department of Transportation (UDOT) will be delivering three projects along 191 (U.S. 191) starting in June 2022. Each project aims to rehabilitate and preserve the life of the roadway and provide unique enhancements targeting motorist safety & traffic management objectives.

Arches Natl. Park 279 to Seven Mile Wash 313



Completed Benefits

- Resurfaced pavement for a smoother travel surface
- Enhance drainage flow & catch basins
- Refreshed lane striping & paint lines
- Upgraded guardrails & road directional signage

Expected Traffic Impacts

One lane in each direction will remain open with reduced speeds and light delays through construction zones. In some instances, motorists can expect flaggers onsite to help navigate traffic flow. Delays are anticipated to be no more than 15 minutes. Business & Natl. Park access will be accommodated throughout the project timeline.

For latest traffic conditions: udottraffic.utah.gov/ (or) download the traffic app: udot.utah.gov/connect/current-conditions/

2022 Schedule

Approx. Begin Date: Early-June

Substantial Completion Date: Late-August

Construction Hours: 7am – 7pm; with nighttime paving work

Construction Days: Mon. - Fri; No holidays

Note: Schedules are subject to change due to weather and materials available

HOTLINE: 435-990-1050 us191moabcorridor@utah.gov www.udot.utah.gov/go/us191moabcorridor

Stay Informed

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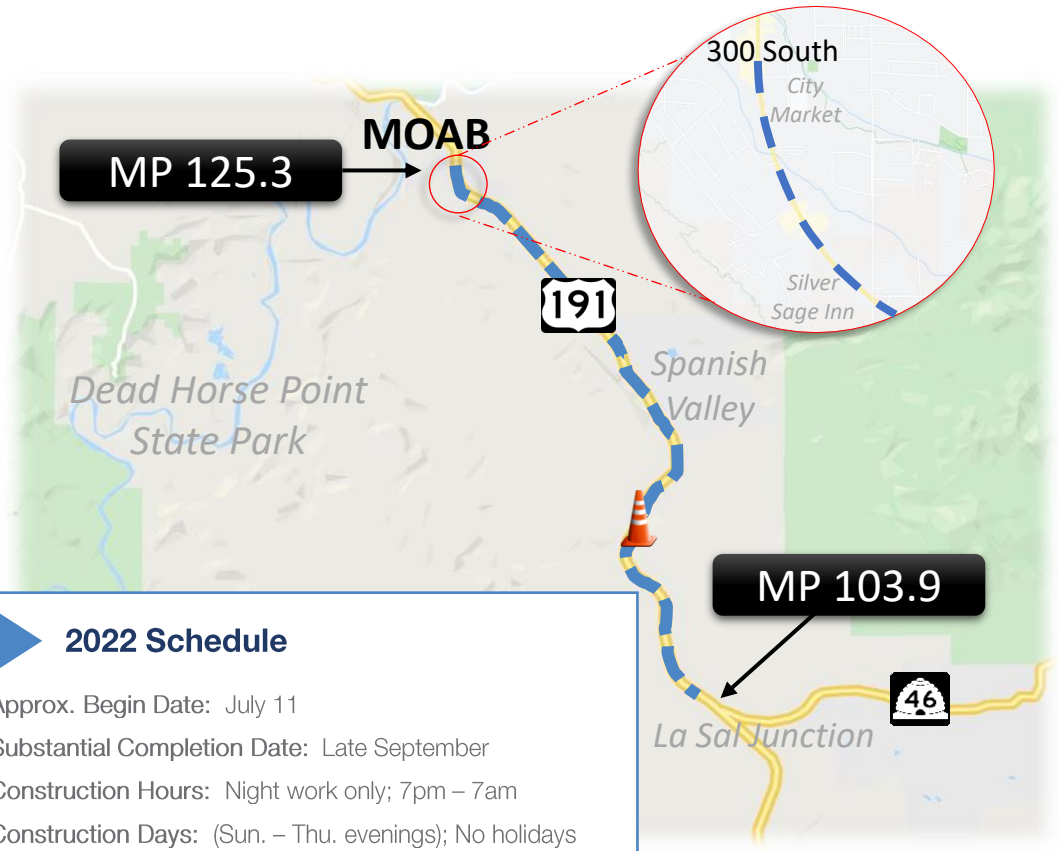
U.S. 191 Moab Corridor

UDOT Keeping Utah Moving **RENEWED**

Crescent to La Sal Junction

CONSTRUCTION NOTICE: The Utah Department of Transportation (UDOT) will begin a transportation project along 191 (U.S. 191) starting in June 2022. This project aims to rehabilitate the life of the roadway, along with provide unique enhancements targeting motorist safety and traffic management objectives.

La Sal Junction 46 to South Moab (300 South)



Completed Benefits

- Resurfaced pavement for a smoother travel surface
- Refreshed lane striping & paint lines
- Upgraded road directional signage
- Spanish Valley area access road improvements
- A few pedestrian ramp rebuilds for ADA compliance

Expected Traffic Impacts

Alternating one-way traffic will be necessary near the active work zones, particularly when only one lane is available for each direction. Motorists can expect flaggers and a pilot car onsite to help navigate traffic flow. Delays are anticipated to be no more than 10-15 minutes. Business & residential access will be accommodated with only brief nighttime periods where access will be limited during pavement resurfacing.

For latest traffic conditions: udottraffic.utah.gov/ (or) download the traffic app: udot.utah.gov/connect/current-conditions/

2022 Schedule

Approx. Begin Date: July 11

Substantial Completion Date: Late September

Construction Hours: Night work only; 7pm – 7am

Construction Days: (Sun. – Thu. evenings); No holidays

Note: Schedules are subject to change due to weather and materials available

HOTLINE: 435-990-1050 us191moabcorridor@utah.gov www.udot.utah.gov/go/us191moabcorridor

Stay Informed

Please share this information with anyone who may benefit. If you would like to receive construction updates on this project, please send an email to us191moabcorridor@utah.gov with "UPDATES" in the subject line.

U.S. 191 Moab Corridor

UDOT Keeping Utah Moving **RENEWED**

Crescent to La Sal Junction

CONSTRUCTION NOTICE: The Utah Department of Transportation (UDOT) will begin a transportation project along 191 (U.S. 191) starting in Mid-August 2022. This project will add a Southbound passing lane starting just South of the off-ramp from I-70 onto U.S. 191.

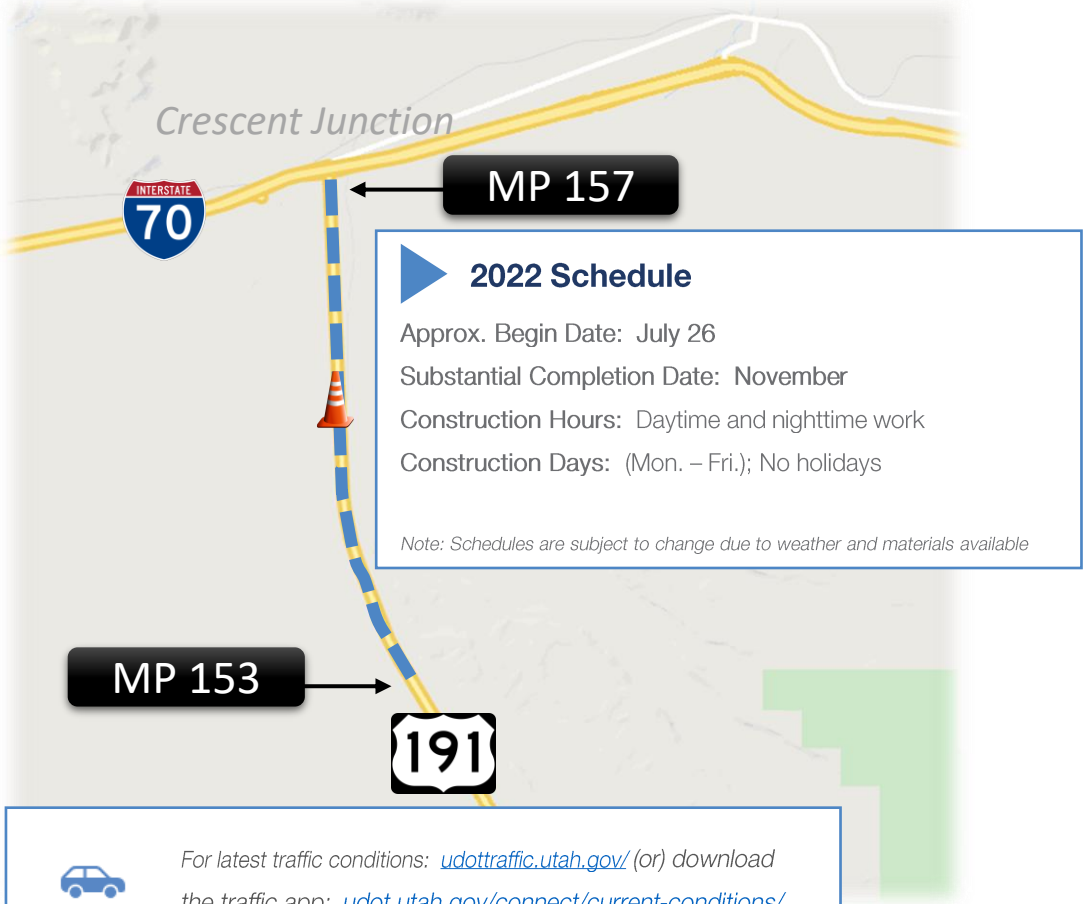
Southbound Passing Lane at Crescent Junction

Completed Benefits

- Southbound road widening to provide for an additional 12-foot passing lane
- Upgraded roadway directional signage
- Refreshed lane striping and paint lines
- Resurfaced pavement along North & Southbound lanes for a smoother travel surface.

Expected Traffic Impacts

Since the bulk of this work will be along the shoulders, two-way traffic will be maintained for the majority of the work using reduced speeds near the construction zones. All lanes will remain open 7am to 7pm. However, alternating one-way traffic may be necessary at times where travel lanes and available shoulder space is limited. In these instances, motorists can expect flaggers and a pilot car to help navigate traffic flow. Delays are anticipated to be no more than 10-15 minutes.



2022 Schedule

Approx. Begin Date: July 26

Substantial Completion Date: November

Construction Hours: Daytime and nighttime work

Construction Days: (Mon. – Fri.); No holidays

Note: Schedules are subject to change due to weather and materials available

For latest traffic conditions: udottraffic.utah.gov/ (or) download the traffic app: udot.utah.gov/connect/current-conditions/

HOTLINE: 435-990-1050 us191moabcorridor@utah.gov www.udot.utah.gov/go/us191moabcorridor

Stay Informed

Please share this information with anyone who may benefit. If you would like to receive construction updates on this project, please send an email to us191moabcorrior@utah.gov with "UPDATES" in the subject line.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

MONTH, DAY, YEAR

Agenda Item:

TITLE:	Approving lease agreement for OSTA tractor in the amount of $11,000.02 Annually for 5 years.
FISCAL IMPACT:	$11,000.02 annually for 5 years – Purchase price after 5 years $34,130.58
PRESENTER(S):	Angie Book The Old Spanish Trail Arena Director

Prepared By:

Angie Book
OSTA Director
435.259.1311
abook@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the lease option with John Deere Financial in the amount of $11,000.02 annually.

BACKGROUND:

The Old Spanish Trail Arena was pre-authorized on the 2022 procurement list for a new tractor under a 5-year lease option in the amount of $9,890.35. The original quote was only good for 30 days and with the availability for equipment prices have increased.

This lease is for 5 years at $11,000.02 annually. After the 5 years OSTA can either buy the tractor for the remainder of the lease or trade in and start a new lease. This option will give OSTA the opportunity to have a high-quality machine and lower maintenance bills. With the newer tractor it will be larger in size and will have the capabilities for larger jobs, and be able to pull OSTA implements.

ATTACHMENT(S):

- Updated lease quote

JOHN DEERE

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

- ☐ Vendor: Deere & Company
  2000 John Deere Run
  Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Billing email address

For any questions, please contact:

Phillip Miller

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065

Tel: 801-966-4231
Mobile Phone: 801-850-2166
Fax: 801-966-4313
Email: phillmiller@stotzeq.com

If information is not included, the Purchase Order or Letter of Intent will be returned.

The John Deere Government Sales Team

JOHN DEERE

STOTZ EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

Quote Summary

Prepared For:
GRAND COUNTY, MOAB
125 E CENTER ST
MOAB, UT 84532
cmckinney@grandcountyutah.net

Delivering Dealer:
Stotz Equipment
Phillip Miller
14750 South Pony Express Rd
Bluffdale, UT 84065
Phone: 801-966-4231
Mobile: 801-850-2166
phillmiller@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 25553263
Created On: 02 November 2021
Last Modified On: 15 June 2022
Expiration Date: 14 July 2022

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 5100E CAB TRACTOR FT4	$ 65,365.77	X	1	=	$ 65,365.77
Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)					
Price Effective Date: June 13, 2022					
JOHN DEERE 540M Loader	$ 8,045.18	X	1	=	$ 8,045.18
Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)					
Price Effective Date: June 13, 2022					
Equipment Total					**$ 73,410.95**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 73,410.95
Trade In	
SubTotal	**$ 73,410.95**
Est. Service Agreement Tax	$ 0.00
Total	$ 73,410.95
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 73,410.95**

Salesperson : X _____ **Accepted By : X** _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

STOTZ EQUIPMENT

Quote Id: 25553263 **Customer Name:** GRAND COUNTY, MOAB

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

JOHN DEERE 5100E CAB TRACTOR FT4

Hours:

Stock Number:

Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)

Selling Price *
$ 65,365.77

Price Effective Date: June 13, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697SP	5100E CAB TRACTOR FT4	1	$ 76,482.00	24.60	$ 18,814.57	$ 57,667.43	$ 57,667.43
	Standard Options - Per Unit						
182A	Less AutoTrac™/Less ISOBUS	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
183A	JDLink™ Capable	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
0500	Less Packaging	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
1383	PowrReverser™ Hi-Lo 24F/12R with 540/540E PTO	1	$ 1,809.00	24.60	$ 445.01	$ 1,363.99	$ 1,363.99
1725	Loader Prep Package	1	$ 2,041.00	24.60	$ 502.09	$ 1,538.91	$ 1,538.91
1950	Less Application	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
2050	Standard Cab	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
2120	Air Suspension Seat	1	$ 871.00	24.60	$ 214.27	$ 656.73	$ 656.73
3025	Deluxe Cornerpost Exhaust	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	$ 1,048.00	24.60	$ 257.81	$ 790.19	$ 790.19
3420	Dual Stackable Mid Valves with Joystick Control	1	$ 1,524.00	24.60	$ 374.90	$ 1,149.10	$ 1,149.10
5133	460/85R30 (18.4R30) R1W Radial	1	$ 1,934.00	24.60	$ 475.76	$ 1,458.24	$ 1,458.24
6040	MFWD (Mechanical Front Wheel Drive)	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
6203	320/85R24 (12.4R24) R1W Radial	1	$ 983.00	24.60	$ 241.82	$ 741.18	$ 741.18
	Standard Options Total		**$ 10,210.00**		**$ 2,511.66**	**$ 7,698.34**	**$ 7,698.34**
	Technology Options/Non-Contract/Open Market						

JOHN DEERE

Selling Equipment

STOTZ EQUIPMENT

Quote Id: 25553263 **Customer Name:** GRAND COUNTY, MOAB

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

1900	Less Display	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
1880	Less Receiver	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Suggested Price						**$ 65,365.77**
Total Selling Price			**$ 86,692.00**		**$ 21,326.23**	**$ 65,365.77**	**$ 65,365.77**

JOHN DEERE 540M Loader

Equipment Notes:
Hours:
Stock Number:
Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)
Price Effective Date: June 13, 2022

Selling Price *
$ 8,045.18

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14C0P	540M Loader	1	$ 10,670.00	24.60	$ 2,624.82	$ 8,045.18	$ 8,045.18
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
0500	Less package	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
1509	Mounting frame	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
2520	540M Standard farm loader, non-self-leveling (NSL) - Two-function	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
3540	Two-function hoses and parts	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
4550	Two-function mid-mount quick-couplers	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
5513	Hood guard	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
6995	Less ballast box	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
7610	Global carrier	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

Selling Equipment

STOTZ EQUIPMENT

Quote Id: 25553263 **Customer Name:** GRAND COUNTY, MOAB

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
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Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

8215	1850-mm (73-in.) global heavy-duty bucket	1	$ 0.00	24.60	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Suggested Price						**$ 8,045.18**
Total Selling Price			**$ 10,670.00**		**$ 2,624.82**	**$ 8,045.18**	**$ 8,045.18**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

JOHN DEERE FINANCIAL

Finance Options

Valid through July 14, 2022
Created On November 02, 2021

New JOHN DEERE 5100E CAB TRACTOR FT4

Additional Items Included in Quote

New JOHN DEERE 540M Loader

Selling Price	**$ 73,410.95**
Add'l Advanced Payment	**---**
Trade-Ins	**---**
Net Selling Price	**$ 73,410.95**
Physical Damage Insurance	**---**
PowerGard	**---**
Filing / Origination Fees	**---**
Total Lease Amount	**$ 73,410.95**
Purchase Option	**$ 34,130.58**

Lease Offer

Term in Months	**60**
Annual Hrs	**450**
Cost/Hour	**$ 24.44**

$ 11,000.02 Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JUNE 7, 2022

Agenda Item:

TITLE:	Grant for Moab Boat Ramp Grant Application
FISCAL IMPACT:	$16,000
PRESENTER(S):	Elissa Martin with Working Group Partners – Mike Hill and Tony Mancuso

Prepared By:

_____

PLANNING AND ZONING DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to request that the Commission Chair sign the application for the Outdoor Boat Access grant with a County contribution of 25% to not exceed $16000 drawn from the projects section of the Planning and Zoning Budget.

BACKGROUND:

Staff reported to the Commission in December of 2021 regarding the in-kind grant with the National Park Service (NPS).

The boat ramp is in dire need of repair and rebuild.

After several meetings the working group developed a draft action plan and grant application – attached. NPS – specifically Betsy Byrne and Darin Martens have been instrumental in bringing the project forward.

NEXT STEPS:

1. The draft action plan and grant application provides a timetable and phasing plan;
2. The source of the 25% funds for engineering design is suggested to be drawn from a number of sources. Staff will report back to the Commission should other funding formulas develop:
   a. Planning and Zoning planning projects budget – currently at $60,000;
   b. User group contribution; and
   c. State and/or National agencies; and
3. A list of capital funding sources is attached within the grant application. Staff will report back on a proposed timetable with funding sources.

.

Attachments:

1. Draft Action Plan; and
2. Draft Grant Application.

INSTRUCTIONS FOR THE BOATER ACCESS (BA)

GRANT ELIGIBLE PROJECTS AND ITEMS

Listed below are eligible projects for the Boater Access Grant:

- Launching and docking
  - ramps, courtesy docks, boat lifts, breakwaters, docks and marinas, access roads, bridges
- Facilities
  - Restrooms, fish cleaning stations, trash receptacles, lighting, park areas, pump- out stations, camping areas
- Navigation aids
  - Dredging, weed control, buoys, water rights
- Engineering
  - Planning, construction, environmental assessments, permitting
- Outreach
  - Signage, brochures, maps, websites
- Operation and maintenance
  - Launching and docking, facilities, navigation aids, engineering, outreach
- AIS related projects
  - On-site permanent and semi-permanent decontamination stations, clean/drain/dry areas, signage and other outreach media.

APPLICATION PROCESS

In preparation for submitting an application, project proponents are encouraged to contact Craig Walker, Division of Wildlife Resources, at 385-834-1970 or at **craigwalker@utah.gov** for guidance and to discuss project details.

Submitted BA applications will be reviewed by the Utah Division of Wildlife Resources Aquatics Program, the Utah Division of Parks and Recreation Boating Program and Boating Advisory Council.

Save your completed application as a PDF and submit completed application and any other associated attachments (e.g., maps, diagrams, photos) **electronically** by email to Nathan Owens.

TIMELINE

Applications are due and must be in the Utah Division of Wildlife Resources office **on or before 5:00 PM, every October 30th**. Late proposals will not be accepted.

Proposals will be reviewed during the months of December and January. Applicants may be contacted to clarify the details and merits of their proposal. Applicants may also be requested to present in person or arrange an on-site tour of the project to Advisory Council members.

APPLICATION INSTRUCTIONS

One completed and signed, applications should be scanned and submitted via email. Submissions via UP Postal Service, FedEx, UPS, etc. or by hand are not acceptable.

All items listed below under “Application Checklist” must be included in order to be considered for grant funding.

Responses maybe larger than the space provided. Please attach additional documentation. Text of responses should be in 11-point Arial font. Drawings and charts on 8 ½” X 11” documents, in either portrait of landscape orientation.

APPLICATION CHECKLIST

COMPLETED AND SIGNED

APPLICATION COVER LETTER

PROJECT NEED

PROJECT

OBJECTIVE

PROJECT

BENEFITS

PROJECT

APPROACH

PROJECT LOCATION MAPS

PUBLIC ACCESS

ASSESSMENT PROJECT

TIMELINE

OPERATION AND MAINTENANCE

RESPONSIBILITIES ESTIMATE OF USE

PERMITTING AND CLEARANCES

U.S. FISH &WILDLIFE SERVICE
UTAH DIVISION OF WILDLIFE RESOURCES UTAH
DIVISION OF STATE PARKS & RECREATION

MOTOR BOAT ACCESS APPLICATION

1. Project title: Moab Town Boat Ramp _____

2. Project Sponsor:_____

3. Phase*: I_____4. Township:_____

5. Range:_____6. Section:_____

7. County:_____8. UTM (NAD 83):_____

9. Project Manager:_____

10. Address

_____

11. Telephone:_____12. Email:

13. Land ownership within project area boundary:_____

*Can project be phased to allow for funding of smaller portion? If this is a later phase of a previously funded project, identify phase.

CERTIFICATION:
I certify that I am authorized to sign this application and that the information herein provided is, to the best of my knowledge, true and accurate. I further certify that the applicant has the necessary financial resources to fulfill all obligations relative to this project including the cost of operation and maintenance.

Signature of authorized Agent Title Date

PROJECT DESCRIPTION

1. Need: Why is project being undertaken? Emphasis should be placed on enhancement of access, enhancement of sport fishery, or existing conservation activities.)

The Moab Town Boat Ramp is located three miles north of Moab on the bank of the Colorado River, across the US 191 and Colorado Riverway bridges from Lions Park. It is an important access point to the Colorado River, heavily used by both motorized and non-motorized boaters, and by commercial outfits as well as private users. This ramp is also used as a key launch site by Grand County Search and Rescue, US Fish and Wildlife Service, US Geological Survey, Grand County Weed, and the Utah Division of Wildlife Resources.

The ramp was originally built sometime between 1952 and 1956. The last time the ramp received heavy maintenance was in 1990. Since then, the area has been minimally maintained, and the ramp has degraded to the point where it has become unsafe and does not meet the needs of users. River flows have caused erosion and scour along the edges of the ramp, invasive plants have grown up through cracks, and drainage issues have caused erosion in the parking area at the top of the ramp. In addition, the ramp does not extend far enough into the river and the edge is exposed in lower river flows, decreasing functionality.

Grand County wants to reconstruct the ramp to enhance access, improve safety, and make it more functional for a variety of users. The proposed reconstruction will include a redesigned ramp, a paved area at the top of the ramp as a circulation plaza, and new parking in the area adjacent to the ramp upriver.

Grand County has engaged partners including Forestry, Fire, & State Lands, City of Moab, Bureau of Land Management, National Park Service, and several commercial and private boaters to identify the needs of users and ways to improve the site. A site plan has been developed incorporating the groups' feedback (see attached). Now the County is pursuing Boater Access Grant funding to develop engineering and construction documents for the ramp area.

2. Objective: What is to be accomplished during the project and how will address the need? This should (a) include detailed descriptions of what is to be accomplished with the time, money, and staffing allocated; (b) specify a recognizable endpoint [e.g., the boat ramp project will be considered complete once disturbed areas have been revegetated and the installed ramp is opened for use]; and (c) be quantifiable and verifiable (i.e., provide a description that that is detailed enough to allow USFWS and UDWR to discern whether the project was completed as described).

The first phase of this project and the focus of the present application is to develop 90% design engineering and construction documents for the ramp site. These documents will determine final design for the ramp, calculate any cut and fill, and identify site preparation specifications, among other needs.

Once engineering is complete, the project will be constructed. The existing ramp will be removed and replaced with new concrete. The area at the top of the ramp will be paved to improve circulation and eliminate erosion. A new parking area with restrooms and shade shelter will be constructed upriver.

The project will be complete when the ramp is open for use, the parking lot has been established and fenced in, and any site disturbance has been remediated.

3. Expected results and benefits: How will the project benefit existing fish and wildlife resources and the public? This should include quantified resource or public use benefits (e.g., given current use patterns, it is anticipated that the number of angler days at this water will increase by nearly 30% over the next five years. Based upon a one-hour average processing time for each angler day, the increased fish cleaning capacity of the proposed station will be able to accommodate a 40% increase in angler days; preventing crowding and improper disposal of entrails over the next five years).

Moab is a recreation destination that attracts millions of visitors throughout the year. The ramp sees serious use from both commercial outfitters and private boaters. The ramp is currently used about 10 months a year, with heavy use March to October, and highest use June to August. Weekends and holidays are busiest, but there is activity at the ramp all week. In 2015 the Utah Guides and Outfitters organization estimated that revenue generated from businesses that utilize this ramp alone contributes nearly $400,000 per year to the local economy.

Reconstruction and improvement of the ramp is critical to make it functional and safe for users. Proposed improvements will define four to six lanes for larger vehicles with trailers for larger boats as well as space for small personal craft. Changes to the top of the ramp will improve traffic circulation and address erosion. New parking will accommodate 14 cars and 10 vehicle plus trailers, with the ability to expand if more parking is needed in the future.

4. Approach: Provide as much information as possible on (1) who will be conducting tasks (e.g., county construction crews will conduct all heavy equipment operation. USFS personnel will provide on-site engineering oversight and quality assurance), (2) what equipment will be needed to install or construct project components (e.g., grader will be used to grade areas prior to installation of concrete forms and pouring of concrete), and (3) how much earth work will be conducted (Provide the volume of cut material and whether this material will be used as fill in other areas of project). If material will be moved off site, identify the disposal location. Additional information including any plan drawings or specifications should be included here. Note that this information is not required during initial proposal submission; however, please submit as much detail as possible to aid reviewers during scoring.

This phase is focused on developing engineering documents. Grand County's process for issuing RFPs and choosing contractors:
Please outline the County's process for choosing/contracting with engineers. This must align with federal standards for selecting contractors.

5. Location: Provide maps of (1) the targeted waterbody or waterbodies within the Utah state boundary and (2) at the project location at the targeted waterbody or waterbodies.

The Moab Boat Ramp is located on the north bank of the Colorado River, approximately a quarter mile east of the SR-191 bridge three miles north of Moab. The Boat Ramp and associated management area includes approximately .59 acres within township 25 south, range 21 east section 26 Salt Lake Base Meridian in Grand County, UT.
See attached map

6. Detailed project budget: Information should be provided for specific (line-item) costs. Overall and phase (if phasing is planned) costs should be identified. Please use the following format to outline costs. Note that specific equipment, material, and personnel costs should be outlined (e.g., asphalt, concrete, rebar, should all be listed under material costs).

Item	Unit	Unit cost	Quantity	Phase I cost	Phase II cost	Phase III cost	Total cost
Engineering and construction documents	1	$x	1	$x			
			Grand total costs:				

Additionally, please identify (1) what portion of the total cost is being submitted as a State Parks/Wildlife Resources funding request and (2) what portion of the total cost is being provided by alternate funding sources (e.g., if USFS is submitting an application for receipt of State Parks/Wildlife Resources funding they should identify in-kind or cash contributions contributed from USFS sources).

7. Public access: Will public access be guaranteed?

Yes.

8. Timeline: What are the anticipated start and completion dates for this project. If phased, specify by phase.

- Phase I: develop engineering and construction documents that refine the current site

plan.
Timeline: Depending on funding, June-November 2022

- Phase II: secure necessary permits from Army Corps of Engineers, pursue funding for construction. If possible, apply for construction funds from Boater Access Grant by October 31, 2022.
  Timeline: October 2022 – March 2023
- Phase III: construction of site. Ramp will be constructed when river is low.
  Timeline: Fall/winter 2023-2024

9. Operation and maintenance of completed project: Identify parties responsible for the operation and maintenance of the installed/constructed project for its useful life. Relationship to existing plans: Is project identified as needed under existing plan or strategy? If so, attach copy of plan, provide web link, or citation.

Grand County is the entity responsible for the boat ramp and will oversee operation and maintenance. See Sovereign Lands documentation attached.

10. Angler/boater use: Identify, where possible and applicable, the estimated annual use of the facility at present.

Grand County does not have an official estimate of user numbers at the boat ramp. In 2015 the Utah Guides and Outfitters organization estimated that revenue generated from businesses that utilize this ramp alone contributes nearly $400,000 per year to the local economy.

11. NEPA: Provide NEPA compliance documentation (e.g., this action is categorically excluded from documentation in an EA or EIS as it meets criteria identified in FSH 1909.15 Chapter 30 Section 31.12 [repair and maintenance of existing recreation sites and facilities].) If NEPA compliance must be met by completion of EA or EIS, submit copy of the finalized document. In the event that NEPA compliance has not been completed, be aware that this information, if applicable, will be required prior to receipt of funding. Note that this information is not required during initial proposal submission; however, please submit as much detail as possible to aid reviewers during scoring.

This engineering documentation phase will develop cut and fill estimates, cross sections of constructed area, and other information. These documents will be used to pursue necessary compliance. The environmental assessment will take place in the proposed Phase II, before construction of the ramp.

12. U.S. Army of Corps of Engineers permitting: When applicable (e.g., for actions taking place below historical high water elevations) provide a letter indicating that USACE have been consulted regarding necessary wetland disturbance (e.g., 404) permits and that no permit is required for the outlined action. If a permit is required, construction cannot take place until it has been secured. Note that this information is not required during initial proposal

submission; however, please submit as much detail as possible to aid reviewers during scoring.

Grand County is pursuing grant funds for engineering with cut and fill estimates, cross sections of constructed area, and other information. This will then inform an Army Corps of Engineers permit. Permitting is proposed as part of Phase II.

13. Cultural resources permitting: When applicable (e.g., when construction is taking place on a previously undisturbed site), applicants should provide a letter indicating that the project has been cleared by the Utah State Historic Preservation Office (SHPO). In the event that SHPO clearance is required, be aware that this information will be required prior to receipt of funding. Note that this information is not required during initial proposal submission; however, please submit as much detail as possible to aid reviewers during scoring.

Cultural resources permitting and coordination with SHPO will occur in Phase II once the engineering documents are done.

Moab Town Boat Ramp Action Plan

Moab Town Boat Ramp Action Plan – 2022

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Acknowledgements

This plan was prepared for Grand County with assistance from the National Park Service Rivers, Trails, & Conservation Assistance Program (RTCA). Key stakeholders who contributed time, information, and support:

Grand County:
- John Guenther, Planning and Zoning Director
- August Granath, Economic Development & Tourism
- Ben Alter, Economic Development
- Bill Jackson, Road Dept.
- Madeline Logowitz, Active Transportation & Trails
- Jim Webster, Search & Rescue
- Dana Van Horn, Grand Water & Sewer

City of Moab:
- Annie McVay, Parks, Recreation, & Trails
- Cory Shurtleff, Planning & Zoning

State of Utah:
- Tony Mancuso, Forestry, Fire, & State Lands Colorado River Coordinator
- Brody Young, State Parks & Recreation
- Craig Walker, State Parks & Recreation
- Chris Hall, UDOT
- Dan Hinckley, UDOT

Bureau of Land Management:
- Jennifer Jones, Recreation
- Lisa Wilkolak, Realty

National Park Service:
- Betsy Byrne, RTCA
- Darin Martens, RTCA contributor, 107` West Design
- Amy Tendick, Southeast Utah Group

Mike Hill, former NPS, boater

Introduction

The Moab Town Boat Ramp is a popular and heavily used access point on the Colorado River. Its proximity to Moab, a recreation destination that attracts millions of visitors every year, make it a very accessible and desirable spot for both residents and visitors. After decades of heavy use, the ramp is cracked, eroding, and in poor condition, and the area does not accommodate the parking, vehicles, and general user traffic.

Grand County wants to reconstruct the ramp to enhance access, improve safety, and make it more functional for a variety of users. The proposed reconstruction will include a redesigned ramp, a paved area at the top of the ramp as a circulation plaza, and new parking in the area adjacent to the ramp upriver.

This action plan provides context on existing conditions and user activity and outlines the proposed changes needed to upgrade the ramp. The plan also provides recommended steps to implementing improvements over the next two to five years.

Figure 2: Boat ramp and parking area from pedestrian bridge. Credit: B. Byrne

Figure 3: View of the ramp from above on the cliff to the north. Credit: J. Webster

steps to implementing improvements over the next two to five years.

Process and Public Input

Grand County engaged partners including Forestry, Fire, & State Lands, City of Moab, Bureau of Land Management, National Park Service, Grand County Search & Rescue, and knowledgeable boating experts to identify the needs of users and ways to improve the site. A planning team began meeting in the fall of 2021 to work on developing a site plan and action steps.

On January 27, 2022, the planning team held a site visit and workshop with other stakeholders and site users, including private and commercial boaters and users of the water load-out. The workshop identified how people use the site, what challenges there are with existing conditions, and opportunities to make improvements. This input was used to create a site plan for the ramp area.

In April 2022, the proposed site plan and improvements were presented to the community for feedback. An open house was held on April 20, 2022, and opportunity for comment was also available through Grand County Connects.

After this final round of public input, an action plan was developed to guide implementation of the boat ramp site plan.

Key Stakeholders Providing Input

- Grand County (Planning, Roads, Econ Dev, SAR)
- Moab (Parks & Rec, Planning)
- Utah Guides & Outfitters
- Sheri Griffith Expeditions
- Moab Jett
- Canyonlands by Night
- Wild West Voyages
- BLM, NPS
- Dept. Natural Resources – FFSL, UT Div. of Parks
- LeGrand Johnson
- Grand Water & Sewer Agency

Figure 4: A group photo from the January 2022 boat ramp site visit. Credit: B. Byrne

Figure 5: Participants in the public open house on April 20, 2022. Credit: B. Byrne

Existing Conditions

Landownership and History

The Moab Town Boat Ramp is located three miles north of Moab on the bank of the Colorado River, across the US 191 and Colorado Riverway bridges from Lions Park.

The land that the boat ramp occupies was granted to Grand County by the Bureau of Land Management (BLM) through the Recreation & Public Purposes Act (R&PP) on April 24, 1963. The grant states that the lands must be "designated as Boat Docking and Picnic Area." The National Park Service inherited the R&PP patent from the BLM when Arches National Park was created by US Congress in 1971, and the parcel now lies within the Park's boundary. The Utah Division of Forestry, Fire, & State Lands (FFSL) manages the river to the high-water mark.

The ramp was originally built sometime between 1952 and 1956. The last time the ramp received heavy maintenance was in 1990, when Canyonlands by Night extended and repaired the ramp. Since then, the area has been minimally maintained, largely by users of the boat ramp and the community. FFSL and Grand County have worked together in the past to do some invasive species removal and restoration work in the open area upstream of the ramp, known locally as Bill's Site.

Connection to Other Plans

The Moab Town Boat Ramp was identified in the 2020 *Colorado River Comprehensive Management Plan* (CMP) as a recreation management concern. The CMP calls for improvement of boater access points and facilities that experience congestion and lists the Town Ramp as one that was specifically mentioned by the public as needing improvements (pg. 166).

Site Conditions

The boat ramp has several layers of concrete of different ages and is in poor condition, with the surface crumbling and the edges eroding. The ramp does not extend far enough into the river and is exposed at lower water levels. At the top of the ramp is an informal dirt area for parking, but no spaces are delineated, and haphazardly parked vehicles cause problems for general circulation and trailer access to the ramp.

Upstream of the ramp is an area known as Bill's Site, where efforts to restore native vegetation have been hampered by poor soil conditions. Invasive non-native species like tamarisk are periodically removed from the ramp area. The shoreline is rocky and vegetated, and the bank has a short and steep slope adjacent to the ramp.

The Colorado River typically has flows between 2,000-20,000 cubic feet per second (cfs). At 40,000 cfs, flood waters reach the cliff bounding the area to the north, which happened most recently in the 2011 high water year. The ramp is in a place where motorized boats can reach deeper water, but there is not a natural eddy and river flows cause erosion/scour on the upstream side and along the end of the ramp. At lower water levels, the end of the ramp is exposed, causing dangerous conditions for boaters. Users estimate that the ramp becomes useable at around 5,000 cfs.

The site is bounded on the north by a sandstone cliff, which causes occasionally safety issues with falling rocks. There are some spots with cultural and historical significance along the cliff wall.

Site Use and Activity

The Moab Town Boat Ramp is an important access point to the Colorado River, heavily used by both motorized and non-motorized boaters, and by commercial outfits as well as private

Figure 7: Photos showing poor condition of the ramp. Credit: B. Byrne

users. This ramp is also used as a key launch site by Grand County Search and Rescue, US Fish and Wildlife Service, US Geological Survey, Grand County Weed, and the Utah Division of Wildlife Resources.

Beyond boating, the site sees a variety of recreational use including swimming, fishing, and picnicking. Camping is illegal at this site, but frequently occurs despite that restriction. There is little enforcement of the rules on site. These day use activities sometimes cause conflict with boating activity,

There is also a water load-out pump on the ramp. This load-out is used by local construction company LeGrand Johnson, Grand County, and a few other users. Access to water from this load-out helps to reduce the use of culinary water for commercial, construction, and dust suppressant activities. There have been discussions about moving the load-out downstream in the long-term, but for now this use will need to be located in a way that facilitates access while reducing interaction with boat ramp activity.

Boating occurs primarily mid-March to October, with highest use June-August. Weekends and holidays are the busiest, but activity occurs all week. The water load-out is used approximately 10 months of the year. Other activities occur year-round, though at a lower level in the winter.

There are other established boat ramps, campsites, trailheads, and informal access points both up and down river. This boat ramp is at approximately the mid-point between Takeout Beach and Potash. It is the river access closest to Moab and sees a fair amount of use from both visitors and residents because of that proximity. See figure 8 on the next page for a map of recreational access points along the Colorado Riverway.

Site

Types of Use

Primary activities:

- Private/commercial boating
- Rafts
- Jet boats
- Kayaks
- SUPs, tubes
- Water load-out
- Search and Rescue

Secondary activities:

- Day use, picnicking
- Fishing
- Swimming
- Hiking, dog walking
- Camping (illegal)
- Climbing
- Partying

Challenges

- Site does not accommodate current use comfortably.
- Ramp is breaking up and in bad repair, limiting the useful area.
- Angle and length of ramp are not sufficient for some trailers.
- Parking is not adequate; there is conflict between parking, turnaround, loading/unloading, and day users.
- Graffiti, trash, human waste issues.
- Access road is narrow. There are limited sight distances when exiting the access road onto SR 191, causing safety concerns for people pulling onto the highway.

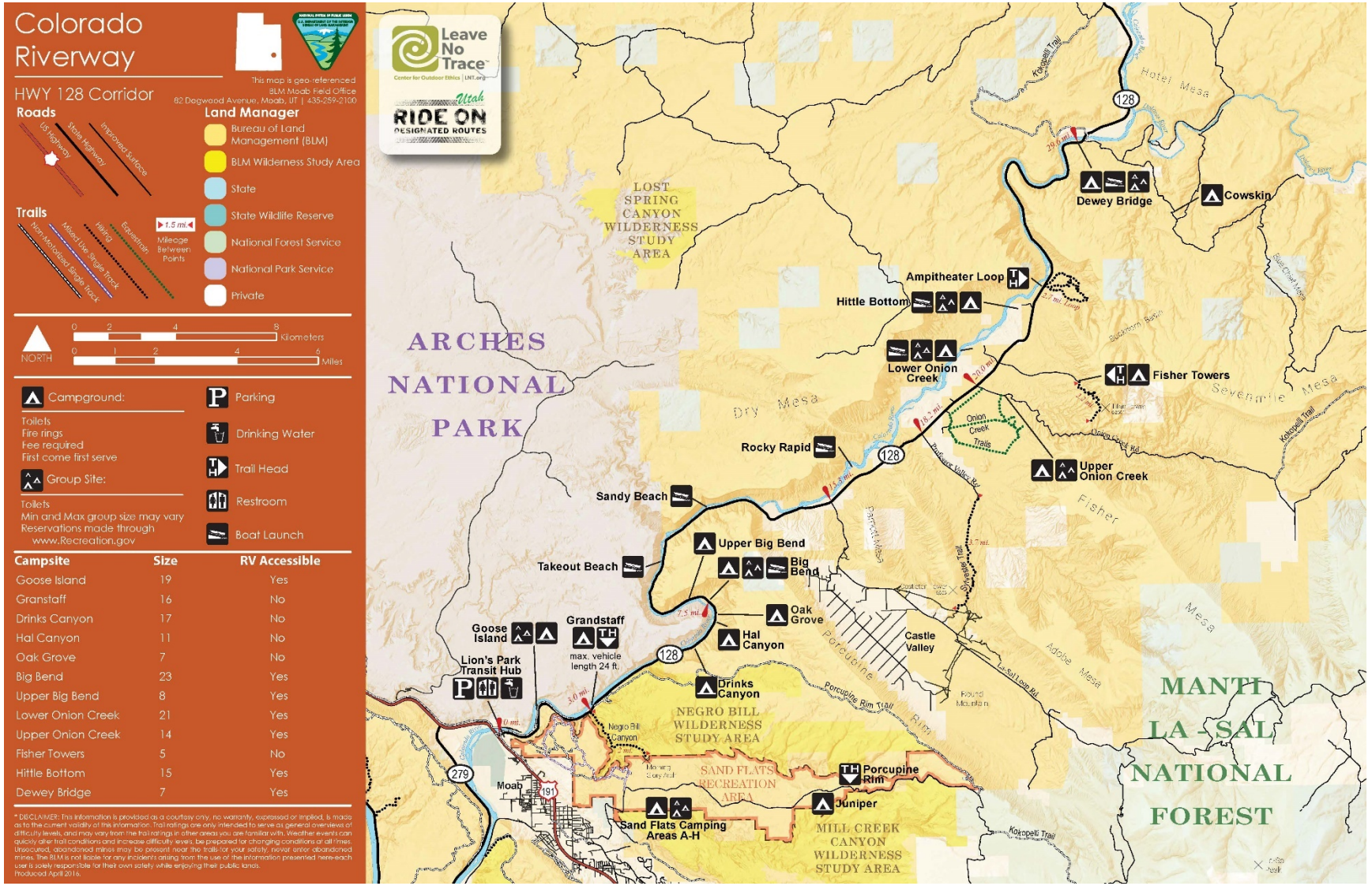

Figure 8: A map of the Colorado Riverway upstream of Hwy 191 and the Moab Town Boat Ramp showing locations of boat ramps, campgrounds, and trailheads. BLM

Site Plan

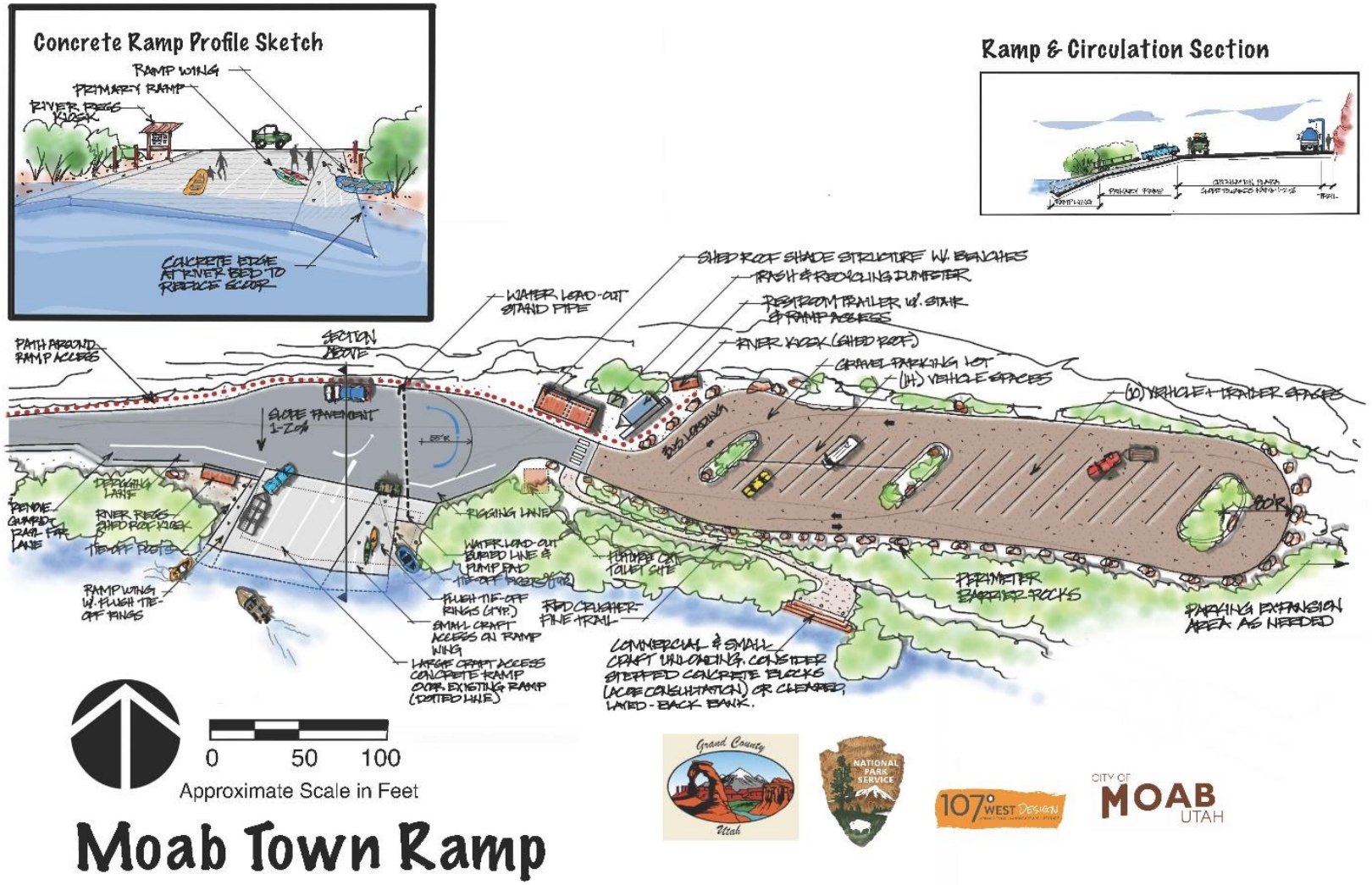

Figure 9: Proposed site plan for the boat ramp area. Credit: D. Martens

Site Improvements

The site plan proposes a number of changes and upgrades based on the input of the planning team, stakeholders, and users. These recommendations will need to be refined in the final engineering and construction documentation phase. The following provides further explanation of the features in the site plan.

Ramp:

- Remove existing concrete and construct a new concrete ramp in its footprint, with the ramp width (parallel to the shoreline) approximately the same as the current concrete area.
- Construct ramp thickness to a proposed minimum of 6". Engineer calculations and factors (concrete percentage and mix, reinforcement, base depth) will determine final recommendation of proper ramp thickness and associated ramp edge thickness.
- Stripe 15-18' lanes for larger vehicles, space for smaller craft. Width of ramp should be able to accommodate four to five primary lanes.
- Improve angle and extend length for better trailer access to deeper water. Final length will be determined in the engineering phase, but one estimate is approximately 4' beyond the river's low water level, as measured on the angle of the slope.
- Ramp lanes could be angled downstream to make it easier to back trailers and craft into the stream flow and existing small eddy on the downstream side of the ramp. This angle helps reduce the current force broadside to the boat as it is loaded on or off the trailer.
- Construct side wings to protect ramp from erosive water force and provide space for smaller craft.
- Install a slanted groove in the concrete for water drainage.
- Install anchor posts or loops for boat tie-off.

Circulation plaza:

- Pave the area above the ramp from the current end of asphalt access road to eliminate the erosion problems and provide a stable, durable surface for vehicle access and turn around.
- Slope pavement 1-2% toward river.
- Provide space for derigging / rigging lanes on either side of the ramp. The guard rail just past the pedestrian bridge could be moved to accommodate a lane.

Water load-out:

- Alternative 1: bury water line under new asphalt turnaround area with the water intake on the upstream edge of the ramp. Provide a load-out standpipe on the north side of the circulation plaza next to the cliff to allow trucks to fill tanks away from boater traffic. Water load-out pipe length under the pavement would be approximately 75'. Final design and specifications will be determined in engineering phase.
- Alternative 2: retain existing water pump and pipe system and keep it on the far upstream side of the ramp.

Parking:

- Construct a new gravel parking lot upstream of the ramp.
- Proposed parking area accommodates 14 vehicle stalls and 10 vehicle-plus-trailer spaces. Parking area may be expanded in future if space is needed.
- Install a perimeter barrier of rocks or a fence to prevent vehicle trespass past designated area.

- Establish a spot to unload boat passengers upstream of the ramp by removing or managing invasive noxious weeds and plants. Provide an access trail to the parking area and facilities. This unloading location could also be used for smaller carryout craft, like SUPs or kayaks. A future phase may include a more permanent structure.

Facilities:

- Shade structure with benches and sturdy roof to protect from rock fall.
- Restroom trailer with stairs and ramp access. Trailer can be moved in times of flooding or in months of low use.
- Kiosk with river information.
- Trash receptacles

Figure 10: Example of signage explaining allowable activities at the boat ramp. Credit: T. Mancuso

Signage and Enforcement:

- Improve signage at the ramp. Provide information on regulations and activities that are allowed (e.g., boating) or not allowed (e.g., camping, swimming). Include a map of the river showing other boat ramps or recreation access points to orient users.
- Work with Grand County Sheriff's office to improve patrolling and enforcement of rules at the boat ramp.

Access Road:

- Install traffic mirror so drivers can see oncoming traffic when exiting onto US 191.
- Work with UDOT to improve safety on the highway. This may include slowing traffic down, lowering the speed limit, or adding signage that indicates the need to slow down for the boat ramp access road. Long term, this may include physical access design improvements.

Precedent examples

Potential Future Phase: Lions Park

Several stakeholders and users have noted that Lions Park may be a better location for some river activities, including swimming, "touching the Colorado River," and access for small personal watercraft like kayaks and SUPs. The park has great facilities including restrooms, drinking water, picnic shelters, play structures, and parking.

Anecdotally, some people are already using this area to launch small craft, either upstream of the bridge or somewhere along the bank in the park. Thick vegetation along the bank and the small island across a channel make it a challenge to access the river directly from the park.

Future changes may include clearing vegetation to allow better access to the water and trails linking parking to the river. There may also be an opportunity for a locking rack for kayaks and SUPS in conjunction with bike racks, so that people could run a shuttle by biking up the SR 126 pathway and road.

City of Moab manages Lions Park and is not ready to make changes currently. The planning team recommends that the City consider changes to the park to accommodate river access in the future.

Figure 13: Concept plan showing potential future river access in Lions Park. Credit: D. Martens13

Phasing

Recommended Next Steps

As of the completion of this action plan, Grand County is pursuing the Boater Access Grant to fund the engineering documents for the ramp. Other grant funding sources are listed on the next page for construction, weed management, or other items.

The Boater Access Grant and the Utah Outdoor Recreation Grant/Recreation Restoration Infrastructure Grant are excellent sources of funding for construction of the ramp. To prepare to go after these funds, the County should identify sources of in-kind or cash matches for the grants. These could include:

- Use Forestry, Fire, and State Lands noxious weed management funds, distributed through the Grand County weed department, or other weed management funding sources for site preparation or rehabilitation activities.
- Investigate the possibility of raising funds or in-kind assistance through guides and outfitters or ramp user groups. Grand County may be able to set up a donation account or method of managing donations.
- Investigate the possibility of federal assistance through NPS or BLM on items such as signage, weed management, or other elements.

Once engineering documents are complete and the design, cut and fill estimates, and site preparation specs are developed, Grand County will pursue the necessary environmental clearance and approvals from Army Corps of Engineers, State Historic Preservation Office, or others as needed. Forestry, Fire, and State Lands can help identify contacts.

Grants

The following grants are grouped around the best funding opportunities for boat ramp infrastructure, trails (if needed in the open space), general infrastructure, and invasive species/vegetation management for post-construction rehabilitation.

	Name	*Eligible Projects*	*Process Timing*	*Local Match Required*	*Funding Amount*	*Contact*	*Website*
Boat Ramp Infrastructure	**Boating Access Grant**	Launching and docking: ramps, docks, access roads, bridges; Facilities: restrooms, fish cleaning stations, lighting, trash receptacles, parking areas, camping areas; Navigation aids: dredging, weed control, buoys; Engineering: planning, construction, environmental assessments, permitting; Outreach: signage, brochures, maps, websites; Operation and maintenance	Applications due October 30	25% match (cash, in-kind) State may be able to assist	Not specified; 60-76k is typical; could do up to 100k; Depends on federal funding; $1 million typically available	Craig Walker craigwalker@utah.gov 801-834-1970	Boating Access Grant (BA) | Utah State Parks
	Utah Outdoor Recreation Grant (UORG)	Outdoor recreation infrastructure including: trails and trailhead facilities; river or lake recreation facilities; outdoor climbing structures; structures for fishing or wildlife viewing; all-ability outdoor rec facilities; winter recreation trail facilities; community-owned camping facilities; outdoor shooting sports structures; etc. Cannot be used for project planning, maintenance of existing trails, or the purchase of property. Three tiers: Mini-grant, Tier 1, Regional Asset TIer	Application period open Jan. 18 - March 18	Given as a 50/50 match. Up to 25 percent of total may be an in-kind match.	Mini-grant: $500-10k Tier 1: $10k-$200k Reg. Asset: up to $500k	Tara McKee tmckee@utah.gov 801-538-8686 Patrick Morrison patrickmorrison@utah.gov 801-538-8652	Utah Outdoor Recreation Grant (UORG) - business.utah.gov
	Utah Outdoor Recreation Grant - Recreation Restoration Infrastructure (RRI)	Projects that rehabilitate or restore recreation amenities on public lands in areas that receive high visitation. Includes trail repair, realignment, major maintenance; campground/picnic sites; water recreation infrastructure; accessible outdoor recreation facilities.	Application period open Jan. 18 - March 18	Given as a 50/50 match. Up to 25 percent of total may be an in-kind match.	$5,000 - $150,000	Tara McKee tmckee@utah.gov 801-538-8686 Patrick Morrison patrickmorrison@utah.gov 801-538-8652	Utah Outdoor Recreation Grant (UORG) - business.utah.gov

Trails	**Recreational Trail Program**	Construction and maintenance of trails and facilities; trailheads; restroom facilities; trail signage; acquisition of property or easements; purchase / lease of trail construction and maintenance equipment; educational programs to promote safety and environmental protection	Application period open Feb. 15 - May 1	50/50 match (cash, in-kind services, volunteer labor, or donations)	Up to $100k; Depends on federal funding	Tara McKee tmckee@utah.gov 801-538-8686	Recreational Trails Program | Utah State Parks
General infrastructure	**Utah Permanent Community Impact Fund Board (CIB)**	Planning, construction and maintenance of public facilities, and provision of public services; may include public infrastructure traditionally provided by governmental entities.	Applications reviewed and authorized on a trimester basis; applications due June 1, Oct 1, Feb 1. (see website)	Planning & study funding requests require a 50% cash contribution from the applicant; in-kind contributions are ineligible (except for real property).	Not specified; max. $5,000,000; Small planning grant up to $50k	Todd Thorne, SEUALG 435-637-5444 Candace Powers, UT HCD 385-341-0199 cpowers@utah.gov	Overview (utah.gov) Regional Planning – SEUALG/SEUEDD (utah.gov)
Invasive Species	**Watershed Restoration Initiative**	Watershed rehabilitation processes such as reduction of invasive plant species, fire prevention and reseeding, restoring degraded stream systems and reversing aspen forest decline	Project proposals due to regional teams 1st Friday in January	None specified	Varies	Tyler Thompson tylerthompson@utah.gov	Watershed Restoration Initiative |
	UDAF Invasive Species Mitigation Grant	Early detection & rapid response; treating critical acres that protect larger land use areas; monitoring and preventing the spread of small populations and new introductions; monitoring and rehabilitating established infestations; research related to invasive species	February (check website for future FY grants)	Not specified, but encouraged for higher ranked application	approx. $125k	Aaron Eagar (801) 538-7186 aeagar@utah.gov	FY2022 Invasive Species Mitigation Grant Application | Utah Department of Agriculture and Food

Moab Town Boat Ramp Action Plan

May 2022

Agenda Summary GRAND COUNTY COMMISSION June 21st, 2022 Item No.	
TITLE:	Adopting Resolution approving the Final Plat for Desert Sol, an HDHO Subdivision located at 3058 & 3060 Spanish Valley Drive. Parcel No.s and 02-0022-0050, 02-0022-0049 in Grand County, Utah.
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Planning and Zoning Department

Prepared By:
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Pending

STATED MOTION:

I move to adopt the Findings of Fact set forth in the Staff Report dated April 23, 2022 and the proposed Resolution approving the Final Plat and Subdivision Improvements Agreement for Desert Sol, an HDHO Subdivision with the following conditions:

1. Continued compliance by Owner with the County Engineer's requirements, and Ordinance No. 651, approving the HDHO-10 Master Plan and related Development Agreement;
2. Submission by Owner of an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for completed accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat; and
3. Recordation by Owner of the SIA and CCRs simultaneously with the Final Plat in the Recorder's Office.

STAFF RECOMMENDATION: APPROVE

Applicant has met all Grand County LUC final plat requirements for this project. Review and consider application materials provided to the County Commission related to the proposed application. This is an administrative decision. Staff recommends the County Commission adopt the resolution approving the final plat for Desert Sol HDHO and associated documents.

BACKGROUND:

The original application for the HDHO district was approved for 40 lots via Ordinance No. 592 (2019), subsequently the applicant amended their application to be a 42-lot subdivision. The amended Development Agreement and Master Plan for a 42-lot HDHO Subdivision were approved via Ordinance No. 651 on December 7, 2021. The property has existed as vacant land.

ATTACHMENT(S):

1. Staff Report
2. Final Plat
3. Draft Resolution
4. Applicant Statement
5. SIA & OPC
6. CCR's
7. Approved HDHO Master Plan
8. County Engineer Letter of Approval
9. Grand Water Sewer Service Agency Letter of Approval
10. Title Report (Available upon request)

STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: April 23, 2022

TO: Grand County Commission

SUBJECT: Final Plat of Desert Sol Subdivision, an HDHO Subdivision

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PROPERTY OWNER: Sandstone Cottages, LLC

PROP. OWNER REP: Glen Lent

ENGINEER: City Consultants

PROPERTY ADDRESS: 3058 & 3060 Spanish Valley Drive, parcel No.s 02-0022-0049 and 02-0022-0050

SIZE OF PROPERTY: 4.35 acres

EXISTING ZONE: Underlying zones: Rural Residential (RR),
Overlay zone: HDHO-10

EXISTING LAND USE: residential and vacant

ADJACENT ZONING AND LAND USE(S): RR, & residential, and Highway Commercial & Campground

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APPLICATION TYPE
Final Plat, Administrative

STAFF RECOMMENDATION: Approve
Final Plat is an administrative procedure, all County LUC requirements and design criteria have been met and reviewed and approved by staff.

APPLICATION PROCEDURE
Decision Type: Administrative

Public Notices: ☒ Public Meeting at:
- ☐Planning Commission
- ☒ County Commission

☐ Public Hearing at:
- ☐ Planning Commission
- ☐ County Commission

Attachments:
- ☒ Final Plat
- ☒ Applicant Statement
- ☒ SIA
- ☒ ROW Dedication
- ☒ Resolution
- ☒ Approval Letters
- ☒ Approved HDHO Master Plan
- .

☒ CCR's

SUMMARY OF REQUEST
Applicant is seeking approval for the final plat of the Desert Sol Subdivision; a High Density Housing Overlay development. This project proposes a mix of Single-Family Detached dwelling units as well as Townhomes across 42 lots, 80% of which shall be deed restricted for Actively Employed Households per Grand County LUC section 4.7.6

The proposed final plat is in conformance with the approved preliminary plat and master plan.

BACKGROUND
The County Commission approved the HDHO-10 designation to the subject property via Ordinance No. 651 (2021), along with the Desert Sol Master Plan, and related Development Agreement, recorded in the real property records of Grand County.

The Grand County Planning & Zoning Department approved the Desert Sol Preliminary Plat on March 17th, 2022.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
Spanish Valley Drive along the frontage of the subdivision will be improved to County Standards as a Minor Collector Public Street: having a 50' surface width. The applicant will be constructing the 25 ½' width.

A 0.04 acre strip of land fronting the development will be dedicated to the County as a public Right of Way, via the Final Plat.

The portion of Spanish Valley Drive fronting the property will be dedicated as a public ROW and improved to provide the 10' wide Spanish Valley Drive Shared Use Pathway as required by LUC Section 7.4 Sidewalks and Trails, and identified in the Grand County non-motorized trails master plan.

Sundance Court road, proposed within the development, will be constructed to County Construction Standards at the perimeter of the development, providing the required access to all lots. This private road will vary in width at various locations in order to accommodate additional parking along the periphery of the development.

The development contains common areas and drainage facilities within which will be under common ownership and as such the developer will record CCRs for their maintenance.

The Applicant will extend water, sewer, and power to the proposed lots. Drainage ponds will be required and built. Civil Plans for such drainage and construction have been approved by the County Engineer and GWSSA (Attached letters).

FINDINGS OF FACT

Project Description

This application is for Final Plat of Desert Sol HDHO subdivision on parcel No.s 02-0022-0049 & 02-0022-0050 in Grand County, Utah, proposing 42 lots. Of the 42 lots proposed, 80% will be deed restricted per Grand County LUC section 4.7.6.

Consistency with General Plan

1. **FINDING:** The proposed subdivision is in conformance with the General Plan insofar as providing opportunities for housing. The proposed development is an HDHO subdivision, 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.

EVIDENCE **a)** In terms of density, the subdivision provides for a net density of 9.7 unit per acre (42 units per 4.35 acres).

Conformance with Grand County Land Use Code (LUC)

1. **FINDING:** The proposed development is in conformance with LUC provisions of Article 4.7 High Density Housing Overlay Districts and the related County documents applying the HDHO-10 to the Property.

EVIDENCE: **a)** The Final Plat of Desert Sol includes plat notes that restrict at least 80% of dwelling

units in the HDHO Development to be deed restricted per LUC, Article 4.7 HDHO Districts, and HDHO specific plat notes are included on the final plat.

b) The subject property was approved for High Density Housing Overlay District-10, with the approval of Ordinance No. 651 (2021).

c) The proposed Final Plat is consistent with the approved Grand County, Utah, Ordinance No. 651 (2021), the Associated Master Plan, and Development Agreement.

2. FINDING: The Proposed development is in conformance with LUC Article 7 Subdivision Standards.

EVIDENCE: **a)** The proposed final plat includes Engineer approved right-of-way improvements consistent with LUC section 7.3 Streets, and Grand County Construction Standards that also include the construction of a multi-use path along the development's frontage as well as a ½ width improvement of Spanish Valley Road.

b) The proposed subdivision includes all utility easements as required by LUC section 7.6 Easements.

c) The subdivision proposes Engineer approved drainage facilities consistent with requirements of section 7.7, Drainage of the LUC. Maintenance of such drainage facilities are designated in notes on the Plat.

d) Water Supply, Fire Protection and Sewage Disposal are consistent with requirements of the LUC sections 7.8, 7.9 and 7.10 respectively and demonstrated by way of Engineer approved Civil Plans.

3. FINDING: The Proposed development is in conformance with LUC Article 9, Administration and Procedure, including Section 9.5 Final Plat.

EVIDENCE: **a)** The applicant submitted documents and final construction plans for review and approval, per requirements in LUC article 9.1.3 Minimum Submission Requirements and article 9.5.1 Final Plat Submittal Requirements.

b) Per the requirements of LUC Article 9.5.2 Application Review Procedures, the application for Final Plat was submitted for approval within 12 months of preliminary plat approval, which was approved by the Planning Department on March 17th, 2022.

GRAND COUNTY, UTAH
RESOLUTION NO. _____ (2022)

APPROVING THE FINAL PLAT OF DESERT SOL, AN HDHO SUBDIVISION

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, Sandstone Cottages, LLC (Owner) is the owner of record of real property located at 3058 and 3060 Spanish Valley Drive., Grand County, Utah, more specifically described as follows;

Parcel 1:

Beginning 381.9 feet South and 247 feet East of the West Quarter Corner Section 22, T26S, R22E, SLM, thence North 51 °02' East 693.2 feet; thence South 38 °58' East 254.1 feet; thence South 51 °02' West 539. 8 feet; thence North 38 °58' West 116. 9 feet; thence South 51 °02' West 118.4 feet; thence North 53 °23' West 141. 5 feet to the point of beginning. (Parcel No. 02-0022-0049)

Parcel 2:

Beginning at a point which bears South 556.84 feet and East 482.35 feet from the West 114 Corner Section 22, T26S, R22E, SLM, running thence North 53°23' West 31 feet; thence North 51 °02' East 627. 9 feet; thence South 38°58' East 30 feet; thence South 51 °02' West 620.2 feet to the point of beginning. (Parcel No. 02-0022-0049)

Parcel 3:

Beginning 466. 3 feet South and 360. 6 feet East of the West 1/4 corner, Section 22, Township 26 South, Range 22 East, SLM, thence North 51 ° 02' East 118.4 feet; thence South 38 ° 58' East 116.9 feet; thence South 51 ° 02' West 88.1 feet; thence North 53 ° 23' West 120. 7 feet to the point of beginning. (Parcel No. 02-0022-0050)

WHEREAS, the County Council approved a 40-lot HDHO district for real property known as 3058 & 3060 Spanish Valley Drive, Moab, Utah 84532 via Ordinance No. 592 (2019); subsequently, the Owner

amended the application to a 42-lot HDHO development, which was approved via Ordinance No. 651 on December 7, 2021, repealing and replacing Ordinance No. 592, and recorded the amended Master Plan and Development Agreement in the real property records of Grand County, Utah;

WHEREAS, the Grand County Planning Department approved the Desert Sol HDHO Preliminary Plat for a 42-lot subdivision on March 17th, 2022;

WHEREAS, the Owner submitted an application for the Final Plat of Desert Sol, an HDHO Subdivision 4.35 acres of real property located at 3058 & 3060 Spanish Valley Drive, Moab, Utah 84532, (Final Plat);

WHEREAS, the Final Plat, meets the development regulations established by the Grand County Land Use Code, Construction Standards and Ordinance No. 651;

WHEREAS, the County Commission considered this item in a public meeting held on June 21, 2022;

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the proposed resolution and final plat approval.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby approve the Final Plat of Desert Sol, an HDHO Subdivision, conditioned upon the following:

1. Continued compliance by Owner with the County Engineer's requirements, Ordinance No.651, HDHO-10 Master Plan and related Development Agreement;
2. Submission by Owner of an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for complete accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat; and
3. Recordation by Owner of the SIA and the CCRs simultaneously with the Final Plat in the Grand County Recorder's Office;

APPROVED by the Grand County Commission in open session this June 21, 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission **ATTEST:**

_____ _____

Jacques Hadler, Chair Gabriel Woytek, Clerk/Auditor

FINAL PLAT OF

DESERT SOL

AN HDHO SUBDIVISION LOCATED WITHIN
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN
GRAND COUNTY, UTAH

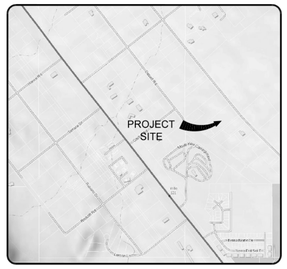
N

W E

S

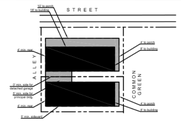
30' 0' 30' 60'

SCALE: 1" = 30'



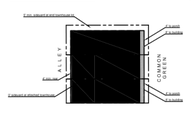
VICINITY MAP
NOT TO SCALE

SINGLE FAMILY DETACHED HOUSE LOT



BUILDING HEIGHT: 35' MAXIMUM
FRONT SETBACK TO COVERED PORCH:
MINIMUM 4'
FRONT SETBACK TO PRINCIPAL BUILDING:
MINIMUM 8'
SIDE SETBACK TO COVERED PORCH ON STREET:
MINIMUM 10'
SIDE SETBACK TO PRINCIPAL BUILDING STREET:
MINIMUM 18'
SIDE SETBACK TO PRINCIPAL BUILDING:
MINIMUM 5'
SIDE SETBACK TO DETACHED GARAGE:
MINIMUM 0'
REAR SETBACK:
MINIMUM 4'
SETBACK AT SIDE TO REAR TRANSITION CURVE
(AT ALLEY INTERSECTIONS)
3' MINIMUM

TOWNHOME LOT



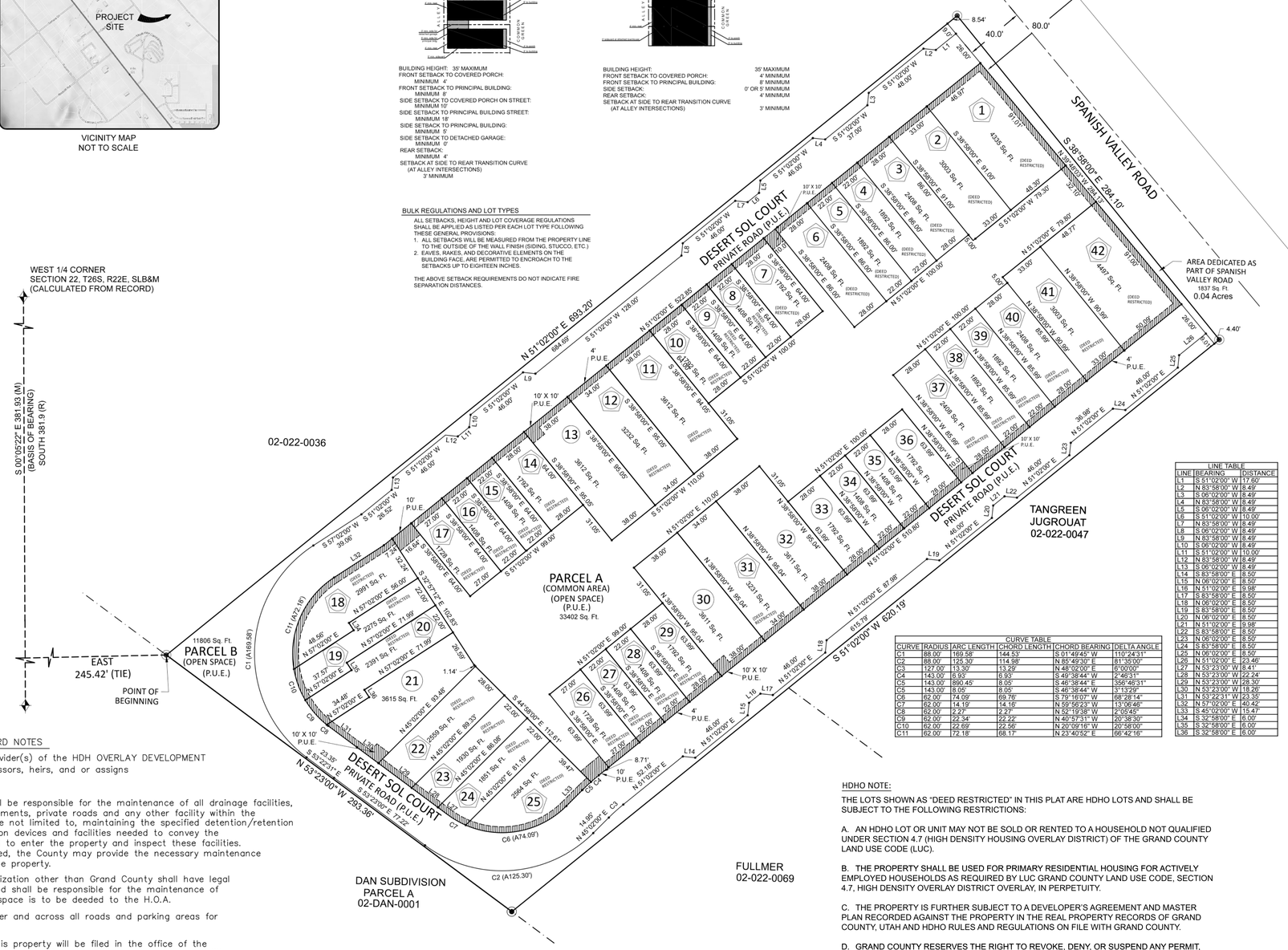
BUILDING HEIGHT: 35' MAXIMUM
FRONT SETBACK TO COVERED PORCH: 4' MINIMUM
FRONT SETBACK TO PRINCIPAL BUILDING: 8' MINIMUM
SIDE SETBACK: 0' OR 5' MINIMUM
REAR SETBACK: 4' MINIMUM
SETBACK AT SIDE TO REAR TRANSITION CURVE (AT ALLEY INTERSECTIONS) 3' MINIMUM

BULK REGULATIONS AND LOT TYPES

ALL SETBACKS, HEIGHT AND LOT COVERAGE REGULATIONS SHALL BE APPLIED AS LISTED PER EACH LOT TYPE FOLLOWING THESE GENERAL PROVISIONS.

1. ALL SETBACKS WILL BE MEASURED FROM THE PROPERTY LINE TO THE OUTSIDE OF THE WALL FINISH (SIDING, STUCCO, ETC.)
2. EAVES, RAKES, AND DECORATIVE ELEMENTS ON THE BUILDING FACE, ARE PERMITTED TO ENCROACH TO THE SETBACKS UP TO EIGHTEEN INCHES.

THE ABOVE SETBACK REQUIREMENTS DO NOT INDICATE FIRE SEPARATION DISTANCES.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 51°02'00" W	17.60'
L2	N 83°58'00" W	8.49'
L3	S 06°02'00" W	8.49'
L4	N 83°58'00" W	8.49'
L5	S 06°02'00" W	8.49'
L6	S 51°02'00" W	10.00'
L7	N 83°58'00" W	8.49'
L8	S 06°02'00" W	8.49'
L9	N 83°58'00" W	8.49'
L10	S 06°02'00" W	8.49'
L11	S 51°02'00" W	10.00'
L12	N 83°58'00" W	8.49'
L13	S 06°02'00" W	8.49'
L14	S 83°58'00" E	8.50'
L15	N 06°02'00" E	8.50'
L16	N 51°02'00" E	9.98'
L17	S 83°58'00" E	8.50'
L18	N 06°02'00" E	8.50'
L19	S 83°58'00" E	8.50'
L20	N 06°02'00" E	8.50'
L21	N 51°02'00" E	9.98'
L22	S 83°58'00" E	8.50'
L23	N 06°02'00" E	8.50'
L24	S 83°58'00" E	8.50'
L25	N 06°02'00" E	8.50'
L26	N 51°02'00" E	23.46'
L27	N 53°23'00" W	8.41'
L28	N 53°23'00" W	22.24'
L29	N 53°23'00" W	28.30'
L30	N 53°23'00" W	18.26'
L31	N 53°22'31" W	23.35'
L32	N 57°02'00" E	40.42'
L33	S 45°02'00" W	15.47'
L34	S 32°58'00" E	6.00'
L35	S 32°58'00" E	6.00'
L36	S 32°58'00" E	6.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	88.00'	169.58'	144.53'	S 01°49'45" W	110°24'31"
C2	88.00'	125.30'	114.98'	N 85°49'30" E	81°35'00"
C3	127.00'	13.30'	13.29'	N 48°02'00" E	6°00'00"
C4	143.00'	6.93'	6.93'	S 49°38'44" W	2°46'31"
C5	143.00'	880.45'	8.05'	S 46°38'44" E	356°46'31"
C6	62.00'	74.09'	69.76'	S 79°16'07" W	68°28'14"
C7	62.00'	14.19'	14.16'	N 59°56'23" W	13°06'46"
C8	62.00'	2.27'	2.27'	N 52°19'38" W	2°05'45"
C9	62.00'	22.34'	22.22'	N 40°57'31" W	20°38'30"
C10	62.00'	22.69'	22.56'	N 20°09'16" W	20°58'00"
C11	62.00'	72.18'	68.17'	N 23°40'52" E	66°42'16"

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as

DESERT SOL

and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake Date
License No. 7540504

BOUNDARY DESCRIPTION

Commencing at the West ¼ corner of Section 22, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence South 00°05'22" East 381.93 feet along the section line and East 245.42 feet to the point of beginning, and running thence North 51°02'00" East 693.20 feet to a point on the westerly right of way line of Spanish Valley Road; thence South 38°58'00" East 284.10 feet along said right of way line; thence South 51°02'00" West 620.19 feet; thence North 53°23'00" West 293.36 feet to the point of beginning.

Contains 4.28 acres, more or less.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

DESERT SOL

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over Sundance Court and the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

STEVE BROADBENT
MANAGING MEMBER OF
SANDSTONE COTTAGES, LLC

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

ON THE _____ DAY OF _____ 2020, PERSONALLY APPEARED BEFORE ME, STEVE BROADBENT, MANAGER OF SANDSTONE COTTAGES, LLC WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

STANDARD NOTES

The Owner(s), Developer(s), and or the Subdivider(s) of the HDH OVERLAY DEVELOPMENT known as DESERT SOL their respective successors, heirs, and or assigns agree to the following notes:

1. The Homeowners Association (H.O.A) shall be responsible for the maintenance of all drainage facilities, common open space, parking areas, easements, private roads and any other facility within the development requirements include, but are not limited to, maintaining the specified detention/retention ponds, the outlet structure, flow restriction devices and facilities needed to convey the flows. Grand County shall have the right to enter the property and inspect these facilities. If the facilities are not properly maintained, the County may provide the necessary maintenance and assess the costs to the owner of the property.
2. The Homeowners Association or an organization other than Grand County shall have legal ownership of the common open space and shall be responsible for the maintenance of the common open space. Said common space is to be deeded to the H.O.A.
3. Emergency access is granted herewith over and across all roads and parking areas for all official emergency vehicles.
4. Certain Covenants and Restrictions for this property will be filed in the office of the Grand County Recorder. It is hereby acknowledged that the County has no responsibility for enforcement of same. Furthermore, any of said Covenants and Restrictions that would have the effect of creating a less restrictive development standard than those included on this plan or other County land use regulation is null and void.
5. All private roads subject to a drainage, gas & utility easement.
6. Open space designated on this plat shall be preserved from development for a period of at least 40 years, any change in the use of such open space shall require the written approval of all property owners in the development. and approval of a zoning map amendment pursuant of the requirements of Sec. 6.2 of the Grand County Land Use Code.
7. Local Deed Restricted – 34 Units

LEGEND

- PROP. CORNER SET
- SECTION MONUMENT
- PUBLIC UTILITY EASEMENT (P.U.E.)

HDHO NOTE:

THE LOTS SHOWN AS "DEED RESTRICTED" IN THIS PLAT ARE HDHO LOTS AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

A. AN HDHO LOT OR UNIT MAY NOT BE SOLD OR RENTED TO A HOUSEHOLD NOT QUALIFIED UNDER SECTION 4.7 (HIGH DENSITY HOUSING OVERLAY DISTRICT) OF THE GRAND COUNTY LAND USE CODE (LUC).

B. THE PROPERTY SHALL BE USED FOR PRIMARY RESIDENTIAL HOUSING FOR ACTIVELY EMPLOYED HOUSEHOLDS AS REQUIRED BY LUC GRAND COUNTY LAND USE CODE, SECTION 4.7, HIGH DENSITY OVERLAY DISTRICT OVERLAY, IN PERPETUITY.

C. THE PROPERTY IS FURTHER SUBJECT TO A DEVELOPER'S 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.

D. 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.

SURVEYOR NOTES

THE BASIS OF BEARING IS SOUTH 0°05'22" EAST BETWEEN THE WEST 1/4 CORNER AND THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.

THE PURPOSE OF SURVEY IS FOR SUBDIVISION OF LAND.

DOMINION ENERGY UTAH

Questar Gas Company, dba Dominion Energy Utah hereby approves this plat solely for purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532.

QUESTAR GAS COMPANY
Dba DOMINION ENERGY UTAH

Aproved this _____ day of _____, 20 ____

By- _____
Title- _____

FINAL PLAT OF

DESERT SOL

A HDHO SUBDIVISION LOCATED WITHIN
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN
GRAND COUNTY, UTAH

RED DESERT Land Surveying
88 East Center Street
Moab, UT 84532
435.259.8171

Project	010-19		
Date	03/10/2022		
Sheet	1	OF	1

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER THIS

_____ DAY OF _____, 20____.

COUNTY ENGINEER

COUNTY COMMISSION APPROVAL

PRESENTED TO THE GRAND COUNTY COMMISSION THIS _____ DAY

OF _____, 20_____. SUBDIVISION APPROVED.

COUNTY CLERK CHAIRMAN, GRAND COUNTY COMMISSION

GRAND COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

_____

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

CONNECT TO EXIST. WATERLINE
121
120
119
118
117
116
115
101
102
103
104
105
106
CONNECT TO EXIST. WATERLINE
CONNECT TO EXIST. SANITARY SEWER

SUNDANCE VILLAGE
Applicant Statement

The primary intent of the High Density Housing Overlay (HDHO) is to facilitate the creation of new housing units used for primary residential occupancy by actively employed households. Sundance Village (Sundance) shall meet the intent and standards outlined in the HDHO ordinance. Some examples include the following:

- Sundance will be primarily designed for local housing and shall meet the 80% requirement as outlined in the HDHO ordinance.
- Sundance intends to ensure compliance with these requirements.
- There are 42 homes in Sundance and all are attached and detached single family. This product seems appropriate given the surrounding uses of both commercial and residential.
- The intent is to provide for an underserved demographic that prefers a strong community setting that create a sense of place in both public and private spaces. Although the lots may be smaller than typical lots in the Spanish Valley area, homeowners will be entitled to private areas and most will have a fenced in back yard. In addition, all homes will front a private green court giving homeowners the opportunity to meet their neighbors. Thoughtful uses of porches and indoor/outdoor spaces will be provided.
- The homes are intended to be affordable and the use of additional density will facilitate this goal.
- Homeowner demographics may be first time homeowners, families, those wishing to downsize from larger homes, or simply those looking to live a simpler sustainable life.
- Sandstone will participate in the creation of a regional trail system along Spanish Valley Drive.
- Housing setbacks and alleyways have been designed to lessen the impacts to surrounding neighbors.
- Every home will include a 2-car garage and additional parking throughout the community will be provided. There are no parking lots.
- Exterior finishes of the building facades shall be of those allowed in the ordinance. Appropriate designed standards shall be implemented to accommodate a pleasing and consistent look throughout the community.
- It is the intent of the developer to build the homes and not sell off individual lots.
- It is the intent to meet the minimum standards for Physical Conditions as outlined in Exhibit B of the Overlay District.

SUBDIVISION IMPROVEMENTS AGREEMENT
Desert Sol HDHO Subdivision

This **SUBDIVISION IMPROVEMENTS AGREEMENT** (the "Agreement") is made this _____ day of _____ 2022 ("Effective Date") by and between **GRAND COUNTY**, UTAH, a Utah political subdivision, 125 E Center St, Moab, Utah 84532 (hereinafter referred to as "COUNTY"), and **Sandstone Cottages, LLC**, a Limited Liability Corporation located in Utah at 7585 S. Union Park Ave, Ste 200, Salt Lake City, UT 84047 (hereinafter referred to as "SUBDIVIDER").

RECITALS

WHEREAS, SUBDIVIDER owns real property located in Grand County, Utah particularly described in ***Exhibit A***, attached hereto and incorporated herein;

WHEREAS, on June 7, 2022, the COUNTY approved the Final Plat for the Desert Sol Subdivision (the "Plat"), a high density housing residential subdivision ("the Subdivision"), subject to the terms and conditions noted on the Plat and in Grand County Ordinance No. 651 and this Agreement;

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

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

1. **IMPROVEMENTS.** SUBDIVIDER agrees to construct the "Required Improvements" as specified in the final construction plans prepared by City Consultants Engineering, which were submitted and approved with the Plat application for the Property on May 11, 2022, as amended and updated (the "Plans") and as provided herein. An estimate of the cost of the Required Improvements is itemized on ***Exhibit B***, attached hereto and incorporated herein by this reference (the "Cost Estimate"). "Construction" and "installation" may be used interchangeably herein.

2. **DEVELOPMENT REQUIREMENTS**. SUBDIVIDER shall develop the Property, pursuant to the Plat, this Agreement, the Code, the Construction Standards, and all other applicable laws, rules and regulation under the regulatory supervision of the COUNTY. Except as otherwise specified herein, if any such authorities are in conflict, the terms of this Agreement shall supersede and control the terms of development; provided, however, that the Plat shall supersede and control over the terms of any other authority.

3. **UTILITIES**. SUBDIVIDER shall install and bury underground all water and sewer mains, service stub-outs, stormwater drainage facilities, and electrical, natural gas, telephone and cable television lines shown in the Plans prior to construction of any overlaying street, curb, sidewalk, pedestrian/bicycle path or gutter to prevent unnecessary pavement cuts. In addition, SUBDIVIDER shall provide an as-built survey of such utilities prepared by a professional land surveyor showing horizontal and vertical locations. The COUNTY shall receive a copy of such survey prior to any backfill as a condition precedent to releasing the construction performance bond.

4. **CONSTRUCTION AND INSPECTION**. The Required Improvements shall be constructed and inspected as follows:

    a. Notice of Commencement. SUBDIVIDER shall provide the COUNTY with one (1) week's advanced notice of commencement of construction of the Required Improvements, which notice shall describe the type of improvement being installed and the schedule for construction.
    b. Construction Mitigation. SUBDIVIDER shall ensure that construction does not create a nuisance for surrounding property owners. As used herein, nuisance shall include dust, glare/light, and noise that is not confined to the boundaries of the property, as further regulated by Grand County Code.
        i. Sand/Dirt. During construction, SUBDIVIDER shall use proper sand and dirt and erosion control to minimize impact on adjacent properties and maintain streets and roads in such a manner that they may be reasonably traveled upon. The COUNTY may order construction to cease or abatement measure be taken, and SUBDIVIDER shall comply with the same, when the COUNTY determines in its sole discretion that sand or dirt emanating from the Property related to construction activities is unacceptable.
        ii. Noise. SUBDIVIDER shall confine the hours of construction operations to 7 am to 9 pm (and 9 am to 9 pm on Sunday), or as otherwise provided by the Grand County Code.
        iii. Light/Glare. SUBDIVIDER shall comply with the requirements of Section 6.6 of the Grand County Code. Specifically, during construction, SUBDIVIDER shall fully shield all outdoor lighting, whether it be temporary for construction or permanent, and shall not place fixtures at a location, angle, or height that directs illumination outside the boundaries of the Property.
    c. Inspection. The COUNTY may inspect the Requirement Improvements during regular business hours in its sole discretion, and no less frequently than requested

by SUBDIVIDER. No excavation, facility or improvement shall be covered or buried until inspected by the COUNTY, unless such inspection is waived in writing.

d. Notice of Violation. If the COUNTY determines that construction is not consistent with the Plans, the Code, the Construction Standards or any other applicable rules and regulations, the County shall provide SUBDIVIDER with written Notice of Violation and SUBDIVIDER shall immediately stop work until corrections are made.
e. Notice of Failure. As soon as practical, SUBDIVIDER shall contact the COUNTY upon the failure of any performance testing, or of any issues that arise that may prevent construction from proceeding in accordance with the Plans.
f. Final Acceptance. The COUNTY shall not approve a full release of the Improvements Collateral, as defined in Section 5, until the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code.

5. **COLLATERAL**.

a. Improvements Collateral. Prior to recording of the Plat or commencement of construction, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish a Completion Assurance/Set Aside Letter from a national banking association pursuant to Section 9.5.3.B.3 of the Grand County Code in an amount equal to one hundred and twenty-five percent (125%) of the Cost Estimate of the unfinished Required Improvements (the "Improvements Collateral").
b. Release. From time to time, as the Required Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the Improvements Collateral. Each release request shall be summarized on the County's Collateral Release Form and must show, or include the following:
    i. Dollar amount of the original Requirements Collateral;
    ii. Description of the Required Improvements completed, including dollar value;
    iii. Description of the unfinished Required Improvements, including dollar value;
    iv. Amount and date of all previous Improvements Collateral released;
    v. Amount of the Improvements Collateral to be released;
    vi. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
    vii. Reasonable fees, if required by the COUNTY, to cover the cost of administration and inspections.

    Upon such request, the COUNTY shall inspect the Required Improvements, both those completed and unfinished. If the COUNTY determines from the inspection that the Required Improvements have been completed, as provided herein, the COUNTY shall release a corresponding portion of the Improvements Collateral within thirty (30) days of inspection. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the amount of the remaining

Improvements Collateral LESS one hundred and twenty-five percent (125%) of the cost of the unfinished Required Improvements; provided, however, that the Improvements Collateral shall not be released in full until SUBDIVIDER posts the Warranty Collateral required hereunder.

c. Notice of Deficiency. If, upon inspection or otherwise, the COUNTY determines that SUBDIVIDER has violated its obligations hereunder, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.
d. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.
e. Assignment. In the event SUBDIVIDER fails to complete the Required Improvements, the COUNTY may assign the Improvements Collateral to a subsequent owner who acquires the Property, or a portion thereof, by purchase, foreclosure, or otherwise, which subsequent owner is bound by this Agreement.
f. Conflict. In the event of conflict between Section 9.5.5. of the Grand County Code and this Section 5, this Section 5 shall control.

6. **TIMELINE**. No later than twenty-four (24) months after the Effective Date, SUBDIVIDER shall complete the Required Improvements. The Required Improvements shall be deemed complete once the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code. If construction has not commenced within one year of the Effective Date, the COUNTY may, in its sole discretion, require resubmittal of the construction plans for review and compliance with current standards and engineering requirements. The COUNTY may also extend the deadlines in this Section 5 for good cause with a written amendment hereto signed by both Parties pursuant to Section 9.5.5.A(2) of the Code.

7. **COUNTY EASEMENTS**.

a. Emergency Easement. SUBDIVIDER hereby grants to the COUNTY a perpetual right of access to, on and over all private roads within the Property for emergency purposes.
b. Temporary Easement. SUBDIVIDER hereby grants to the COUNTY a temporary, nonexclusive right of access to, on and over the Property for the purposes of constructing, maintaining, and repairing the Required Improvements during construction and through the Warranty Period.

8. **WARRANTY**. SUBDIVIDER hereby warrants the Required Improvements are free from defective workmanship or materials for a period of one (1) year after the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code, pursuant to the following:

a. Warranty Collateral. Prior to release of the Improvements Collateral, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish cash or a good and sufficient, unconditional warranty bond in favor of Grand County, or certified check payable to "Grand County," in an amount equal to ten percent (10%) of the total Cost Estimate (the "Warranty Collateral").
b. Notice of Deficiency. If the COUNTY determines that the Required Improvements are defective during the Warranty period, which shall include revegetation of areas disturbed by SUBDIVIDER, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.
c. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.
d. Release. The COUNTY shall release the Warranty Collateral within thirty (30) days of the expiration of the Warranty less any costs or expenses incurred by the COUNTY to repair defective workmanship or materials during the Warranty period.

9. **BREACH**. Upon breach by SUBDIVIDER of any obligation hereunder, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to invoke Collateral, refuse to issue building permits, certificates of occupancy, or utility connections. Further, the COUNTY is entitled to reimbursement for all costs and expenses incurred to enforce this Agreement, including attorneys' fees and costs and as provided in Section 4 above. Any amounts due and owing by SUBDIVIDER to the COUNTY under this Agreement which are not paid in a timely manner may be certified to the Grand County Treasurer for collection with taxes.
    a. Collateral Proceeds. In the event the COUNTY invokes Collateral, the proceeds shall be applied first to the COUNTY'S fees and expenses, including attorneys' fees, and then to completing or repairing the unfinished or defective Required Improvements. Excess Collateral proceeds, if any, are payable to SUBDIVIDER. The COUNTY has no obligation to utilize any funds, other than the Collateral proceeds, to complete any of the Required Improvements.

10. **MISCELLANEOUS**.
    a. Recording. SUBDIVIDER shall record this Agreement in the real property records of Grand County, Utah simultaneously with the Final Plat.
    b. Covenants Run with the Land/Limitation. The covenants of this Agreement shall run with that portion of the real property located in Grand County.
    c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, agents, employees, representatives, and transferees.
    d. Headings. The paragraph headings are descriptive only and do not imply nor limit substantive material.

e. Waiver. The failure to enforce or waiver of any specific requirement herein by either party shall not be construed as a general waiver of this Agreement.
f. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement shall remain in effect.
g. No Relationship. SUBDIVIDER is not an agent or employee of the COUNTY.
h. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties.

GRAND COUNTY COMMISSION

_____
Jacques Hadler, Chair

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On _____ ___ 2022, Jacques Hadler, Chair of the Grand County Commission, personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvement Agreement was signed on behalf of Grand County.

Witness my hand and seal.

_____
, NOTARY PUBLIC

Owner/Developer: Sandstone Cottages, LLC

_____
Steve Broadbent, Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____, 2022, Steve Broadbent, Manager of Sandstone Cottages, LLC, appeared before me and acknowledged and swore to me that they executed the foregoing Subdivision Improvements Agreement freely and voluntarily and for the uses and purposes stated herein.

_____
NOTARY PUBLIC

EXHIBIT A
Legal Description

That certain real property located in Grand County Utah, State of Utah, more particularly described as:

Parcel 1:

Beginning 381.9 feet South and 247 feet East of the West Quarter Corner Section 22, T26S, R22E, SLM, thence North 51 °02' East 693.2 feet; thence South 38 °58' East 254.1 feet; thence South 51 °02' West 539. 8 feet; thence North 38 °58' West 116. 9 feet; thence South 51 °02' West 118.4 feet; thence North 53 °23' West 141. 5 feet to the point of beginning. (Parcel No. 02-0022-0049)

Parcel 2:

Beginning at a point which bears South 556.84 feet and East 482.35 feet from the West 114 Corner Section 22, T26S, R22E, SLM, running thence North 53°23' West 31 feet; thence North 51 °02' East 627. 9 feet; thence South 38°58' East 30 feet; thence South 51 °02' West 620.2 feet to the point of beginning. (Parcel No. 02-0022-0049)

Parcel 3:

Beginning 466. 3 feet South and 360. 6 feet East of the West 1/4 corner, Section 22, Township 26 South, Range 22 East, SLM, thence North 51 ° 02' East 118.4 feet; thence South 38 ° 58' East 116.9 feet; thence South 51 ° 02' West 88.1 feet; thence North 53 ° 23' West 120. 7 feet to the point of beginning. (Parcel No. 02-0022-0050)

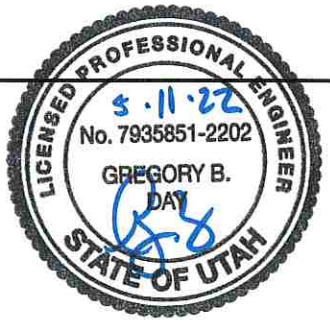
EXHIBIT B
Cost Estimate

[Insert OPC]

Desert Sol

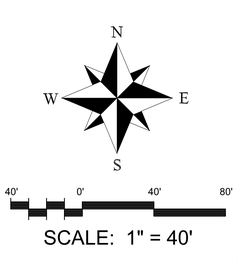
Engineer's Estimate

Item	Dirtwork/Asphalt/Concrete:						
1	Clearing/Grubbing (entire site)	186,436	Sq.Ft.	$	0.05	$	9,321.80
2	Mobilization	1	LS	$	3,500.00	$	3,500.00
3	Subgrade Import for Rough Grade	3,409	Tons	$	15.00	$	51,141.67
4	Roadbase	35,670	Sq.Ft.	$	1.25	$	44,587.50
5	Asphalt	41,670	Sq.Ft.	$	1.51	$	62,921.70
6	Curb/Gutter w/Base	3,350	Lin. Ft.	$	19.00	$	63,650.00
7	Backfill Curb	3,350	Lin. Ft.	$	7.00	$	23,450.00
8	Sidewalk 6" Thick	1,200	Lin. Ft.	$	30.00	$	36,000.00
9	ADA Ramps	6	Each	$	1,825.00	$	10,950.00
10	10" Asphalt Trail	4,000	Sq.Ft.	$	2.50	$	10,000.00
11	Signs	6	Each	$	450.00	$	2,700.00
12	4' Concrete waterway	60	Lin. Ft.	$	45.00	$	2,700.00
					Subtotal	**$**	**320,922.67**
Item	**Sanitary Sewer:**						
13	8" PVC Sewer	1,461	Lin. Ft.	$	70.00	$	102,270.00
14	48" Sewer Manhole	3	Each	$	7,000.00	$	21,000.00
15	60" Sewer Manhole	2	Each	$	8,500.00	$	17,000.00
16	Manhole Collar	5	Each	$	600.00	$	3,000.00
17	4" PVC Lateral	43	Each	$	1,750.00	$	75,250.00
17	Imported Bedding Gravel--Sewer	519	Ton	$	16.50	$	8,571.20
18	Camera and Air Test Sewer Line	1,461	Lin. Ft.	$	3.00	$	4,383.00
					Subtotal	**$**	**231,474.20**
Item	**Culinary Water:**						
19	8" PVC Water Main	1,800	Lin. Ft.	$	65.00	$	117,000.00
20	Connect to Existing Water	2	Each	$	3,000.00	$	6,000.00
21	Water Bends & Fittings	4	Each	$	650.00	$	2,600.00
22	8" Valves	2	Each	$	2,400.00	$	4,800.00
23	Valve Collars	2	Each	$	600.00	$	1,200.00
24	Fire Hydrant Assembly	2	Each	$	9,000.00	$	18,000.00
25	Test & Chlorinate	1	Each	$	1,000.00	$	1,000.00
26	3/4" Services	43	Each	$	2,000.00	$	86,000.00
26	Imported Bedding Sand--Water	1,800	Lin. Ft.	$	5.50	$	9,900.00
					Subtotal	**$**	**246,500.00**
Item	**Storm Drain**						
27	24" storm drain pipe	492	Lin Ft.	$	64.00	$	31,488.00
28	Trench Drain	2	Each	$	20,000.00	$	40,000.00
29	Curb Inlet Box	4	Each	$	3,100.00	$	12,400.00
30	Manhole	3	Each	$	4,900.00	$	14,700.00
31	Retention Basin	1	Each	$	15,000.00	$	15,000.00
32	Camera Storm Drain	492	Lin. Ft.	$	3.00	$	1,476.00
					Subtotal	**$**	**115,064.00**
Item	**Misc.:**						
33	Power Trench w/compaction--Estimated	1,800	Lin. Ft.	$	4.00	$	7,200.00
34	4" Conduit for Power	1,800	Lin. Ft.	$	4.00	$	7,200.00
35	Crossings--Estimated	6	Each	$	800.00	$	4,800.00
36	Imported Bedding Sand--Estimated	1,800	Lin. Ft.	$	5.50	$	9,900.00
37	HP&L Power Installation	42	Each	$	1,400.00	$	58,800.00
38	Questar Gas Installation	42	Lin. Ft.	$	1,150.00	$	48,300.00
39	Miscellaneous Repairs	42	Each	$	250.00	$	10,500.00
40	Entry Monuments	2	Each	$	25,000.00	$	50,000.00
41	Improved Open Space	36,127	Sq.Ft.	$	6.00	$	216,762.00
					Subtotal	**$**	**413,462.00**
					Total	**$**	**1,327,422.87**
	Contingency				25%	$	331,855.72
42	As-Built	1	Lump Sum	$	7,500.00	$	7,500.00
43	1 Year Warranty Bond	1.5%	Lump Sum	**$**	**19,911.34**	**$**	**19,911.34**
					Total with Contingency	**$**	**1,686,689.93**



MASTER PLAN
DESERT SOL

AN HDHO SUBDIVISION LOCATED WITHIN
SECTION 22, TOWNSHIP 26 SOUTH, RANGE 22 EAST,
SALT LAKE BASE AND MERIDIAN
GRAND COUNTY, UTAH



SCALE: 1" = 40'

VICINITY MAP

NOT TO SCALE

SINGLE FAMILY DETACHED HOUSE LOT

BUILDING HEIGHT: 35' MAXIMUM
FRONT SETBACK TO COVERED PORCH: MINIMUM 4'
FRONT SETBACK TO PRINCIPAL BUILDING: MINIMUM 8'
SIDE SETBACK TO COVERED PORCH ON STREET: MINIMUM 10'
SIDE SETBACK TO PRINCIPAL BUILDING STREET: MINIMUM 18'
SIDE SETBACK TO PRINCIPAL BUILDING: MINIMUM 5'
SIDE SETBACK TO DETACHED GARAGE: MINIMUM 0'
REAR SETBACK: MINIMUM 4'
SETBACK AT SIDE TO REAR TRANSITION CURVE (AT ALLEY INTERSECTIONS) 3' MINIMUM

TOWNHOME LOT

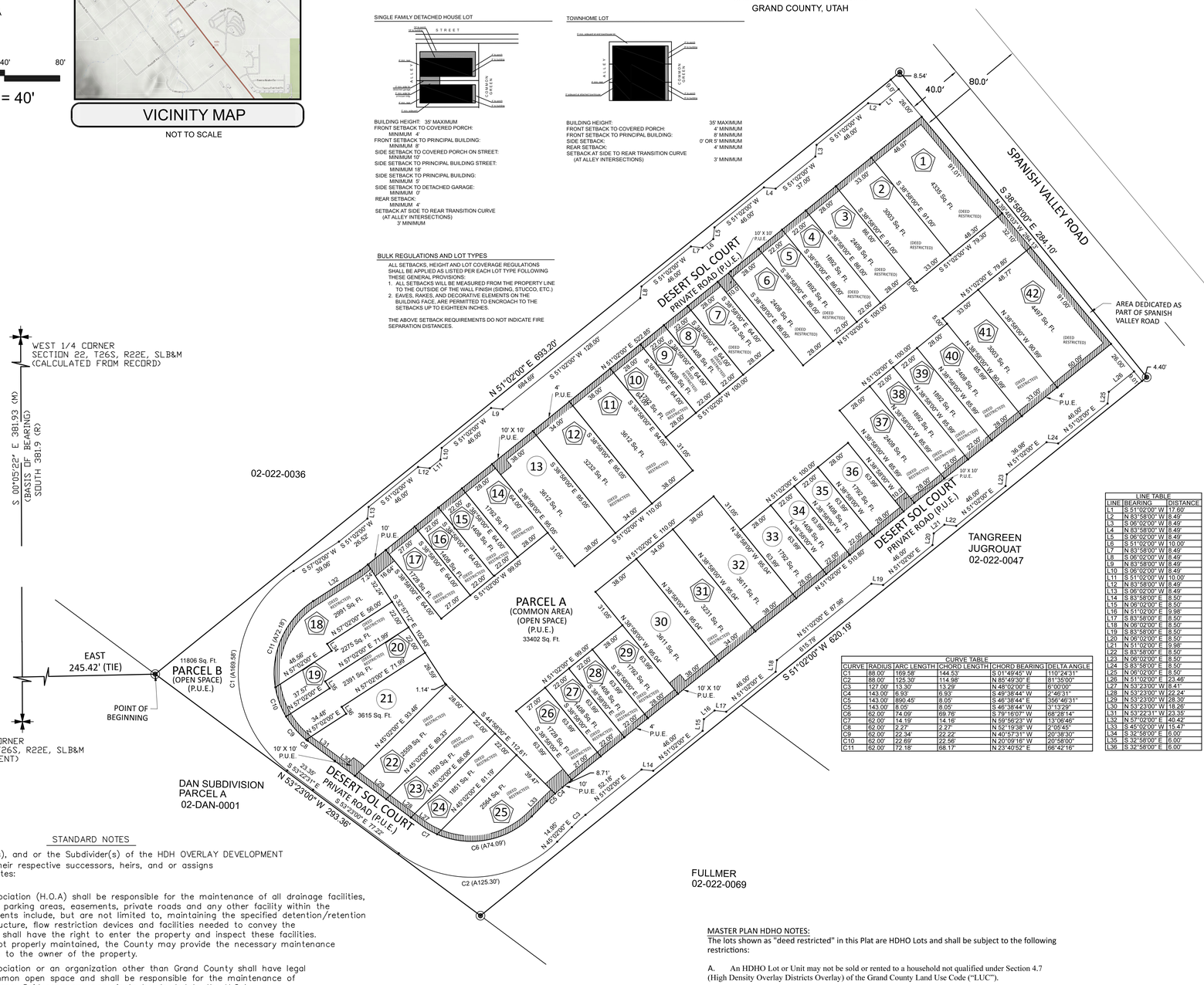
BUILDING HEIGHT: 35' MAXIMUM
FRONT SETBACK TO COVERED PORCH: 4' MINIMUM
FRONT SETBACK TO PRINCIPAL BUILDING: 8' MINIMUM
SIDE SETBACK: 0' OR 5' MINIMUM
REAR SETBACK: 4' MINIMUM
SETBACK AT SIDE TO REAR TRANSITION CURVE (AT ALLEY INTERSECTIONS) 3' MINIMUM

BULK REGULATIONS AND LOT TYPES

ALL SETBACKS, HEIGHT AND LOT COVERAGE REGULATIONS SHALL BE APPLIED AS LISTED PER EACH LOT TYPE FOLLOWING THESE GENERAL PROVISIONS:

1. ALL SETBACKS WILL BE MEASURED FROM THE PROPERTY LINE TO THE OUTSIDE OF THE WALL FINISH (SIDING, STUCCO, ETC.)
2. EAVES, RAKES, AND DECORATIVE ELEMENTS ON THE BUILDING FACE, ARE PERMITTED TO ENCROACH TO THE SETBACKS UP TO EIGHTEEN INCHES.

THE ABOVE SETBACK REQUIREMENTS DO NOT INDICATE FIRE SEPARATION DISTANCES.



DEED RESTRICTED LOT
NON RESTRICTED LOT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 51°02'00" W	17.66'
L2	N 83°58'00" W	8.49'
L3	S 06°02'00" W	8.49'
L4	N 83°58'00" W	8.49'
L5	S 06°02'00" W	8.49'
L6	S 51°02'00" W	10.00'
L7	N 83°58'00" W	8.49'
L8	S 06°02'00" W	8.49'
L9	N 83°58'00" W	8.49'
L10	S 06°02'00" W	8.49'
L11	S 51°02'00" W	10.00'
L12	N 83°58'00" W	8.49'
L13	S 06°02'00" W	8.49'
L14	S 83°58'00" E	8.50'
L15	N 06°02'00" E	8.50'
L16	N 51°02'00" E	9.98'
L17	S 83°58'00" E	8.50'
L18	N 06°02'00" E	8.50'
L19	S 83°58'00" E	8.50'
L20	N 06°02'00" E	8.50'
L21	N 51°02'00" E	9.98'
L22	S 83°58'00" E	8.50'
L23	N 06°02'00" E	8.50'
L24	S 83°58'00" E	8.50'
L25	N 06°02'00" E	8.50'
L26	N 51°02'00" E	23.46'
L27	N 53°23'00" W	8.41'
L28	N 53°23'00" W	22.24'
L29	N 53°23'00" W	28.39'
L30	N 53°23'00" W	18.28'
L31	N 53°22'31" W	23.35'
L32	N 57°02'00" E	40.42'
L33	S 45°02'00" W	15.47'
L34	S 32°58'00" E	6.00'
L35	S 32°58'00" E	6.00'
L36	S 32°58'00" E	6.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	88.00'	169.58'	144.53'	S 01°49'45" W	110°24'31"
C2	88.00'	125.30'	114.98'	N 85°49'30" E	81°35'00"
C3	127.00'	13.30'	13.29'	N 48°02'00" E	6°00'00"
C4	143.00'	6.93'	6.93'	S 49°38'44" W	2°46'31"
C5	143.00'	890.45'	8.05'	S 46°38'44" E	356°46'31"
C5	143.00'	8.05'	8.05'	S 46°38'44" W	3°13'29"
C6	62.00'	74.09'	69.76'	S 79°16'07" W	68°28'14"
C7	62.00'	14.19'	14.16'	N 59°56'23" W	13°06'46"
C8	62.00'	2.27'	2.27'	N 52°19'38" W	2°05'45"
C9	62.00'	22.34'	22.22'	N 40°57'31" W	20°38'30"
C10	62.00'	22.69'	22.56'	N 20°09'16" W	20°58'00"
C11	62.00'	72.18'	68.17'	N 23°40'52" E	66°42'16"

STANDARD NOTES

The Owner(s), Developer(s), and or the Subdivider(s) of the HDH OVERLAY DEVELOPMENT known as DESERT SOL, their respective successors, heirs, and or assigns agree to the following notes:

1. The Homeowners Association (H.O.A) shall be responsible for the maintenance of all drainage facilities, common open space, parking areas, easements, private roads and any other facility within the development requirements include, but are not limited to, maintaining the specified detention/retention ponds, the outlet structure, flow restriction devices and facilities needed to convey the flows. Grand County shall have the right to enter the property and inspect these facilities. If the facilities are not properly maintained, the County may provide the necessary maintenance and assess the costs to the owner of the property.
2. The Homeowners Association or an organization other than Grand County shall have legal ownership of the common open space and shall be responsible for the maintenance of the common open space. Said common space is to be deeded to the H.O.A.
3. Emergency access is granted herewith over and across all roads and parking areas for all official emergency vehicles.
4. Certain Covenants and Restrictions for this property will be filed in the office of the Grand County Recorder. It is hereby acknowledged that the County has no responsibility for enforcement of same. Furthermore, any of said Covenants and Restrictions that would have the effect of creating a less restrictive development standard than those included on this plan or other County land use regulation is null and void.
5. All private roads subject to a drainage, gas & utility easement.
6. Open space designated on this plat shall be preserved from development for a period of at least 40 years, any change in the use of such open space shall require the written approval of all property owners in the development. and approval of a zoning map amendment pursuant of the requirements of Sec. 6.2 of the Grand County Land Use Code.
7. Local Deed Restricted – 34 Units

MASTER PLAN HDHO NOTES:
The lots shown as "deed restricted" in this Plat are HDHO Lots and shall be subject to the following restrictions:

A. 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").

B. The Property shall be used for Primary Residential Housing for Actively Employed Households as required by LUC Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity.

C. 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.

D. 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.

AREA (AC)	LAND USE	UNITS
1.02 ACRES	ROADWAY	
2.25 ACRES	RESIDENTIAL LOTS	42
1.01 ACRES	OPEN SPACE	2
TOTAL 4.28 ACRES		

*MINIMUM LOT SIZE 1408 SQ. FT.

A SUBDIVISION LOCATED WITHIN
THE NORTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M

SURVEYOR NOTES

THE BASIS OF BEARING IS S 89°47' E ALONG THE CENTERLINE OF 100 NORTH STREET.

THE INTENT OF THE SURVEY IS SUBDIVIDE PARCEL.

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as

DESERT SOL MASTER PLAN

and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

MASTER PLAN BOUNDARY LEGAL DESCRIPTION

Commencing at the West ¼ corner of Section 22, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence South 00°05'22" East 381.93 feet along the section line and East 245.42 feet to the point of beginning, and running thence North 51°02'00" East 693.20 feet to a point on the westerly right of way line of Spanish Valley Road; thence South 38°58'00" East 284.10 feet along said right of way line; thence South 51°02'00" West 620.19 feet; thence North 53°23'00" West 293.36 feet to the point of beginning.

Contains 4.28 acres, more or less.

RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

PROP. CORNER FOUND	POWERPOLE	WATER LINE	CLEAN OUT
PROP. CORNER SET	GUY WIRE	WATER VALVE	SAN. SEWER LINE
MAG NAIL FOUND	POWER LINE	WATER METER	SEWER MANHOLE
MAG NAIL SET	LIGHT POLE	WATER MANHOLE	CABLE BOX
BLOCK CORNER	ELECTRIC METER	HYDRANT	CABLE PEDESTAL
CENTERLINE MONUMENT	ELECTRIC BOX	TELEPHONE PEDESTAL	STOP SIGN
BUILDING SETBACKS	GENERATOR	GAS METER	SIGN
EASEMENTS	(R) RECORD DATA	GAS PEDESTAL	379 CONTOURS
PROPERTY ADJOINING	(M) MEASURED DATA	GAS LINE	380
	(C) CALCULATED DATA	FENCE	ASPHALT

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
3058 SPANISH VALLEY DRIVE
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
ALPINE DEVELOPMENT

DATE:
03/10/2022

JOB NUMBER:
010-19

SHEET 1 OF 1

When Recorded Return To:
Sandstone Cottages, LLC
7585 S. Union Park Ave, Ste 200
Salt Lake City, Utah 84047

Tax Parcel ID Nos.: See Exhibit A

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR DESERT SOL

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERT SOL ("**Declaration**") is made by Sandstone Cottages, LLC, a Utah limited liability company ("**Declarant**"), as of the date set forth on the signature page below.

RECITALS

A. The Declarant is the owner of certain real property located in Grand County, Utah ("**County**"), more particularly described on **Exhibit A** attached hereto ("**Property**"). Declarant is developing the Property as a residential community to be known as the Desert Sol ("**Project**"). The Project shall be subdivided into individual lots for detached single family and attached townhome residential units, streets and certain common areas and facilities

B. The Desert Sol Homeowners Association ("**Association**") has been, or will be, incorporated as a Utah non-profit corporation to act as a homeowners association with the powers of managing and maintaining the Common Areas in the Project, administering and enforcing this Declaration, and assessing and collecting from Owners a share of the costs for maintaining and repairing any and all Common Areas within the Project and performing such other acts as are provided for in this Declaration, the Association's Bylaws, statute, or which generally benefit the Property.

C. Declarant has adopted the covenants, conditions, restrictions, easements, servitudes, and limitations set forth in this Declaration (collectively, the "**Covenants**") for the purpose of:

i. Helping to ensure uniformity in the development of the Lots;

ii. Establishing a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Project.

iii. Protecting long-term property values and a desired quality of life in the Project;

iv. Facilitating the initial sale of Lots by the Declarant, its successors and assigns, and subsequent sale by the individual Owners of Lots in the Project;

v. Maintaining the Common Areas located within the Project in accordance with the Covenants and with County standards; and

vi. Providing for mandatory dispute resolution procedures and requirements to avoid litigation, as set forth in Article 13 of this Declaration.

D. The Covenants shall be consistent with the HDHO District Development Standards set forth in LUC Section 4.7.5 and the enforcement provisions set forth in LUC Section 4.7.11. The Association hereby agrees to strictly comply with the provisions, duties, and obligations of LUC Section 4.7 and the HDHO Rules and Regulations on file with Grand County Recorder.

NOW, THEREFORE, the Declarant does hereby establish the Covenants set forth herein and does hereby declare that the Property, and all Lots within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below which shall be run with the Land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property, or any of the Lots within the Project.

ARTICLE 1

DEFINITIONS

The plural of any word defined in this Declaration shall have the same meaning as the singular and vice versa. The following words when used in this Declaration shall have the following meanings (other terms may be defined elsewhere in this Declaration):

1.1 "ACC" means the Architectural Control Committee, identified in Section 8.1 of this Declaration and its subparts, which the Declarant may establish during the Period of Declarant's Control.

1.2 "Act" means the Utah Community Association Act, Utah Code § 57-8a-101 *et seq.*, as amended from time to time.

1.3 "Assessment" means any of the fees, assessments, or payments required to be made by Owners of Lots within the Project, including the reinvestment fee, annual assessments, supplemental assessments, and special assessments, as more particularly described in Article 4 of this Declaration.

1.4 "Association" means the Desert Sol Homeowners Association, a Utah non-profit corporation. There shall also be a Sub Association created by an additional declaration (the "Desert Sol Sub Owners Association Covenants, Conditions and Restrictions"), which additional declaration (i) shall be subject to the terms and conditions of this Declaration, (ii) may create a subordinate owners association to administer and enforce the additional declaration, and (iii) may contain additional restrictions, covenants, easements or provisions beyond this Declaration. In the case of any conflict, this Declaration shall control.

1.5 "Bylaws" means the *Bylaws of the Desert Sol Homeowners Association*. A copy of the Bylaws is attached hereto as **Exhibit C**.

1.6 "Board" means the Board of Directors of the Association.

1.7 "Common Areas" means the portions of the Project, including community improvements, which are intended for common use by all the Owners or which are held or maintained by the Association for the benefit of the Owners. Common Areas are not included within the Lots and are not dedicated or reserved for public use. The Common Areas are more particularly discussed in Section 5.1 of this Declaration.

1.8 "Common Expenses" means all sums lawfully assessed against the Lots or the Owners by the Association; all expenses of administration, maintenance, repair or replacement of the Common Areas; all expenses of management of the Association; all expenses allocated by the Association among the Owners; all expenses agreed upon as common expenses by the Association; and all expenses declared common expenses by this Declaration.

1.9 "Common Wall(s)" means the walls in the detached garages that divide and are located between any two (2) adjoining garages.

1.10 "County" means Grand County, Utah.

1.11 "County Recorder's Office" means the Grand County office which maintains an official record of deeds and real property records and accepts such documents for recordation pursuant to Utah Code § 17-21-1.

1.12 "Covenants" means every covenant, condition, restriction, easement, and limitation set forth in this Declaration.

1.13 "Declarant" means Sandstone Cottages, LLC, a Utah limited liability company, and any assign or successor that acquires Declarant's interest in the Property and takes a written assignment of Declarant's rights. The term Declarant shall NOT mean a Commercial Builder, as defined in Section 4.8 of this Declaration, any person or entity who acquires one or more, but less than all, of the Lots from Declarant for the purposes of constructing Residences thereon, unless such person or entity also receives a written assignment of Declarant's rights.

1.14 "Declaration" means this *Declaration of Covenants, Conditions and Restrictions for Desert Sol* as it may be amended from time to time.

1.15 "Design Guidelines" means the design standards and architectural guidelines which Declarant may adopt and which are applicable to the Project.

1.16 "First Mortgage" means a recorded Mortgage or consensual lien granted by the Owner which is not subject to any senior lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.17 "First Mortgagee" means any person or entity named as a Mortgagee under a First Mortgage and any successor-in-interest to such Mortgagee.

1.18 "Improvement" means every structure, feature or improvement of any kind placed or constructed in the Project, including but not limited to any Residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure or other product of construction and also includes landscaping.

1.19 "Limited Common Areas" shall mean Common Areas for the exclusive use of one or more, but fewer than all, of the Residences. Association shall be responsible for the maintenance and repair of the Limited Common Areas.

1.20 "Lot" means a subdivided and individually numbered residential parcel within the Project as designated on the Plat Map recorded with the County Recorder's Office. The term Lot includes any Residence or other Improvement constructed thereon.

1.21 "Member" means a person or entity who is a member of the Association.

1.22 "Mortgage" means any mortgage, deed of trust, or other document pledging any portion of a Lot or interest therein as security for the payment of a debt or obligation.

1.23 "Mortgagee" means the mortgage or beneficiary identified in a Mortgage.

1.24 "Owner" means the person or entity vested with legal, record fee simple title to any Lot. If there is more than one record holder of legal title to a Lot, each shall be an Owner.

1.25 "Period of Declarant's Control" means the period of time during which Declarant shall have administrative control of the Association and the other rights and privileges as set forth in this Declaration. Following the recording of this Declaration, the Period of Declarant's Control shall continue until such time as Declarant sees fit to, by written notice, transfer administrative control of the Association to the Owners, but in no event shall the Period of Declarant's Control extend beyond the date which is one hundred twenty (120) days after one hundred percent (100%) of the Lots in the Project have been conveyed to individual residential purchasers.

1.26 "Plat Map" means, collectively, the subdivision plat maps for the various phases of the Project filed with the County Recorder's Office or proposed to be filed with the County Recorder's Office, and any plat incorporating additional real estate into the Project. A copy of the Plat Map current as of the date of this Declaration is attached hereto as **Exhibit B**. Declarant reserves the right to modify the terms of any revised or amend the Plat Map for the Project. Any such revisions or amendments recorded in the County Recorder's Office shall be deemed the Plat Map for purposes of this Declaration.

1.27 "Project" means the residential community to be developed by Declarant on the Property. The Project is a community of single family residential homes.

1.28 "Property" means the real property situated in Grand County, State of Utah, as more particularly described in **Exhibit A**, against which this Declaration is recorded and any real property which may be hereafter become subject to the Covenants set forth herein by virtue of a declaration of inclusion.

1.29 "Residence" means the residential dwelling structure on a Lot within the Project.

1.30 "Rules and Regulations" means the rules, regulations, and restrictions which are not inconsistent with the Act, this Declaration, or the Bylaws, duly adopted by the Board.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

21.1 Project. The Property comprising the Project, as identified in **Exhibit A**, together with any additional real property added to the Project, as provided herein, is, and henceforth shall be, held, occupied, transferred, sold, and conveyed subject to the Covenants set forth in this Declaration. The Project may comprise multiple phases. The Project is **NOT** a cooperative. Currently, **NO PORTION** of the Project is subject to the Condominium Ownership Act, Utah Code § 57-8-1, et seq. During the Period of Declarant's Control, no portion of the Project may become subject to the Condominium Ownership Act, without Declarant's express written consent which Declarant may give or withhold in its sole discretion. After the Period of Declarant's Control, no portion of the Project may become subject to the Condominium Ownership Act without the written consent of all affected Owners and the approval of the Board.

21.2 Covenants Run with the Land. This Declaration, and the Covenants herein, shall run with the land and shall be binding on all persons or entities holding or taking title to any interest in the Property or any Lot therein, and all Owners shall hold or take title subject to this Declaration.

21.3 Applicability of the Act. Declarant hereby confirms and acknowledges that the Project and the Association are subject to the provisions of the Act with respect to items not addressed in this Declaration but covered by the Act.

21.4 Local Laws and Ordinances Applicable. In addition to the Covenants set forth in this Declaration, the Property and any Lot therein is subject to the Act and the local laws and ordinances of the County, including applicable building codes and zoning ordinances, now or hereafter in effect.

21.5 Enforcement of Covenants.

12.5.1 By the Association; Legal action or Fines. The Association, through its Board, shall have the right to enforce compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations adopted by the Board including, if the Board deems necessary, through legal action. Consistent with the terms of the Act, the Board may establish a schedule of reasonable fines to be imposed on non-complying Owners after appropriate notice has been provided to such Owners. The obligation to pay such fines imposed by the Association shall be a personal obligation of such Owner and shall also be secured by the Association's lien on such owner's Lot as provided in Section 4.6 of this Declaration. The Board may also suspend any services provided to an Owner who fails to comply, or whose Lot does not comply, with the Covenants set forth in this Declaration. The Board may also suspend voting rights or privileges related to Common Areas for non-compliance. Any costs associated with the

Association's enforcement of this Declaration may be assessed to the non-complying Owner as a special assessment.

12.5.2 By an Owner. Any Owner aggrieved by another Owner's non-compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, or the Rules and Regulations adopted by the Board may commence an action seeking to enforce compliance with the same.

12.5.3 Injunction; Legal Fees. Under appropriate circumstances, the Association or an aggrieved Owner may seek a temporary restraining order or preliminary injunction to stop or prevent non-compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, or the Rules and Regulations adopted by the Board. In any such legal action, the prevailing party shall be entitled to an award of reasonable costs and attorney fees. In addition, the Association shall have all enforcement rights and remedies set forth in the Act as the same may be amended from time to time.

ARTICLE 3

ASSOCIATION AND MEMBERSHIP THEREIN

31.1 Association Membership. Each Owner is a member of the Association. Such membership automatically becomes effective by an Owner's acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed. By accepting a deed to a Lot, an Owner is deemed to have agreed to be bound by the Covenants, the Bylaws, and by such reasonable Rules and Regulations as may, from time to time, be established by the Association. Membership is mandatory for all Owners. When more than one person or entity is an Owner of a Lot, all such persons or entities shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Lot, whether by conveyance, intestate succession, testamentary disposition, foreclosure of a Mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of Utah. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation.

31.2 Transfer. Upon the transfer or conveyance of any Lot, the transferee or grantee shall become a Member, and the transferor or grantor shall immediately cease being a Member. The Board shall maintain a list of all Members and shall note each transfer of ownership on such list. Upon the transfer or conveyance of any Lot, the selling or transferring Owner shall promptly inform the Association of the name of the transferee or grantee. The Association, directly or through any Manager appointed pursuant to Section 3.7 of this Declaration, may charge a fee for

providing payoff information requested in connection with financing, refinancing, or closing of an Owner's sale of such Owner's Lot, as provided for in Utah Code § 57-8a-106.

31.3 Voting Rights. The Owner or Owners of each Lot shall be entitled to one (1) vote for each Lot owned. The one (1) vote for such Lot shall be exercised as they, among themselves, determine. Where a Lot is owned by more than one Owner, the vote of any one of them shall be conclusively presumed to have been exercised as a result of an agreement among such Owners and in the event multiple Owners attempt to exercise a vote for such Lot on any question or issue, the Owners of such Lot will forfeit the right to vote on that question or issue. In no event shall more than one (1) vote be cast with respect to any Lot. With respect to any question or issue requiring a vote of the Association, vote of the Owners, or vote of the Members of the Association, the total number of votes cast shall not exceed the number of Lots in the Project. Unless otherwise required by this Declaration or the Bylaws, the number of affirmative votes required for approval of any matter submitted to vote of the Members shall be a majority of the votes cast with respect to such matter. All voting rights shall be subject to the restrictions and limitations provided herein and in the Bylaws.

31.4 Meetings. Unless otherwise provided by this Declaration or by the Bylaws, all matters requiring a vote of the Members of the Association shall be decided at a meeting of the Members held for that purpose. Except in the case of an emergency or other situation which requires shorter notice, written notice designating the time and place of such meting shall be provided to each Member no less than ten (10) or more than sixty (60) days in advance of a meeting. Other provisions for giving notice of such meetings, determining a quorum, and tallying votes shall be included in the Bylaws, or shall be established by the Board. In lieu of attending a meeting held for the purpose of exercising voting rights, Members may exercise such voting rights in writing or through a proxy, if designated in writing before the time for such vote. By attending a meeting where a vote is held, by exercising a vote in writing, or by designating a proxy, an Owner shall be conclusively deemed to have received adequate notice of such meeting or such vote.

31.5 Declarant Approval Required. Notwithstanding any other provision of this Declaration, during the Period of Declarant's Control all matters for which the Declaration or the Bylaws call for a vote of the Members of the Association may be decided solely by the Declarant with or without a meeting and with or without a vote of the Members. Any matters which are submitted to a vote of the Members during the Period of Declarant's Control will be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all such matters shall be submitted to a vote of the Members of the Association and shall be decided solely by the votes of the Members.

31.6 Board of Directors. The Board shall be the governing body of the Association. In addition to those set forth herein, the powers, rights, privileges, and duties of the Board shall be set forth in the Bylaws. During the Period of Declarant's Control, the Declarant shall appoint the members of the Board, which shall number no less than three (3) directors and not more than Seven (7) directors. After the Period of Declarant's Control, the members of the Board shall be chosen, removed, or replaced by the vote of the Members of the Association in accordance with the provisions of the Bylaws. Notwithstanding the foregoing, Declarant may, at Declarant's discretion, allow one (1) or more seats on the Board to be filled by an Owner chosen by the Members of the Association at any time during the Period of Declarant's Control. Such action shall not be deemed as a termination of the Period of Declarant's Control or a waiver of any of the rights of Declarant as provided herein.

31.7 Professional Management. The Association may carry out the functions required of it pursuant to this Declaration, the Bylaws, or the Rules and Regulations, to the extent such functions are properly delegable, by and through a professional manager ("**Manager**"). If a Manager is engaged, the Manager shall be an independent contractor and not an employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by the Board, be authorized to perform any of the properly delegable functions or acts required or permitted or performed by the Association.

31.8 Bylaws. Nothing in the Association's Bylaws shall substantially alter, amend, or impair the rights and obligations of the Owners set forth in this Declaration.

31.9 Property. The Association may acquire and own real or personal property for the benefit of the Owners and may dispose of such property if allowed under this Declaration and the Bylaws. The maintenance, repair, and replacement of all property owned by the Association shall be a Common Expense.

31.10 Indemnification. To the fullest extent allowed by law, the Association shall indemnify and hold the following persons and entities harmless from and against any and all claims, costs, damages, expenses, injuries, liabilities or losses including, but not limited to, attorney fees, reasonably incurred by, or asserted against, such person or entity in connection with any action or proceeding of any sort in which such person is, or may be, a party or otherwise involved by reason of serving, or having served, in any capacity on behalf of the Association: (a) every director, officer, or member of the Board; (b) every member of the ACC; (c) every officer, director, employee, or agent of the Declarant; (d) every person serving as an employee of the Association. The right of indemnification set forth herein will continue regardless of whether such person or entity is still actively serving in the capacity at the time such claims or expenses are incurred or asserted. However, the right of indemnification will not apply to such claims or expenses which are determined by a court of competent jurisdiction, or

an arbitrator in the case of claims subject to Article 13 of this Declaration, to be the result of fraud, criminal action, or willful misconduct on the part of such person or entity

31.11 Sub-Associations. There shall also be a Sub Association created by an additional declaration (the "Desert Sol Sub Owners Association Covenants, Conditions and Restrictions"), which additional declaration (i) shall be subject to the terms and conditions of this Declaration, (ii) may create a subordinate owners association to administer and enforce the additional declaration, and (iii) may contain additional restrictions, covenants, easements or provisions beyond this Declaration. In the case of any conflict, this Declaration shall control.

ARTICLE 4

ASSOCIATION ASSESSMENTS

41.1 Covenant to Pay Assessments. The Owner of any Lot, excluding Declarant whose obligations regarding Assessments are set forth below, by accepting a Deed for said Lot, whether or not it shall be expressed in the deed, agrees and is deemed to have agreed to pay to the Association all fees, annual assessments, supplemental assessments, and special assessments as set forth in this Declaration.

41.2 Nature of Assessments.

14.2.1 Association Expenses. The Common Expenses and all obligations of the Association, as identified in the Act, this Declaration, and the Bylaws, shall be funded through fees, annual assessments, supplemental assessments, and special assessments levied against the Lots.

14.2.2 Allocation of Common Expenses. The Common Expenses will be apportioned equally among, and assessed equally to, all Owners.

41.3 Types of Fees and Assessments. The Association may impose the following fees and assessments:

14.3.1 Reinvestment Fee. After the initial purchase of a Lot from the Declarant, each subsequent Owner of a Lot, shall be obligated to pay the Association a Reinvestment Fee. If not paid at the closing of such Owner's purchase of a Lot, the Reinvestment Fee shall be due and payable to the Association within the first calendar month of ownership of a Lot. The Reinvestment Fee shall be dedicated to meeting the

Association's obligations and benefiting the Property and the Project and may be used for any purpose allowed by law. The initial amount of the Reinvestment Fee is hereby set at $150.00 by the Declarant and may be adjusted from time to time by the Declarant during the Period of Declarant's Control and thereafter by the Board.

14.3.2 Annual Assessment. Each Owner shall pay an annual assessment for each Lot owned by such Owner, and a prorated portion of such annual assessment shall be due upon each Owner taking title to such Lot. The annual assessment shall be the Lot's share of the total annual amount necessary for the Association to perform all of its obligations, whether imposed by the Act, this Declaration, or the Bylaws. Without limitation, the annual assessment shall include each Lot's share of the Common Expenses including the cost to maintain and preserve the Common Areas, including insurance thereon, the amounts necessary to perform the Association's other maintenance obligations, the amounts necessary to fund the Association's reserve fund in a manner consistent with the Act, the Association's administrative expenses, and the amount any obligations imposed on the Association by any applicable law, ordinances, or regulations, all of which shall be identified in the Association's budget. The annual assessment shall be fixed, and from time to time adjusted, by the Declarant during the Period of Declarant's Control and thereafter by the Board in accordance with the provisions of the Act. At a minimum, the Board or the Declarant shall review the annual assessment on an annual basis and make such adjustments as are necessary. The Declarant or the Board may require that the annual assessment attributable to each Lot be divided in twelve equal shares and paid in the form of a "monthly membership assessment," to be due and payable each month on a date fixed by the Board. Subject to the exemption for the Declarant set forth below, the amount of the annual assessment shall be fixed at a uniform rate for each Lot assessed and shall be a portion of the Association's annual Common Expenses determined by dividing the total Common Expenses by the number of Lots to which assessments are imposed. As additional Lots are constructed or conveyed to purchasers, the Declarant or the Board shall adjust the amount of the annual assessment accordingly.

14.3.3 Supplemental Assessment. In the event the annual assessment is insufficient to meet the Association's regular recurring obligations in any given fiscal year, the Declarant during the Period of Declarant's Control or the Board thereafter may assess a supplemental assessment against each Lot for a share of any supplemental amount necessary to meet the Association's annual obligations. Each Lot's share of a supplemental assessment shall be determined in the manner for annual assessments as set forth in Section 4.3.2 of this Declaration.

14.3.4 Special Assessment. The Declarant may, during the Period of Declarant's Control, assess a special assessment to pay for special, non-recurring, or emergency

expenses of the Association or the Project which exceed the Association's annual budget for the fiscal year during which such expenses arise, including but not limited to expenses related to damage to the Project, unanticipated repairs, and Common Area improvements. A special assessment may be payable over time in appropriate circumstances. After the Period of Declarant's Control, such a special assessment may be imposed by the Board, but only with the affirmative vote of fifty-one percent (51%) of the total number of Owners in the Association. Any special assessment shall represent the pro-rata share of such expenses attributable to the Lot or Lots benefited by such expenses, or to which such expenses apply. In the event such expenses apply to or benefit less than all the Lots in the Project, the Declarant or Board may impose a special assessment against less than all of the Lots in the Project. Without limiting the foregoing, if the Association elects to perform maintenance on any Residence as provided in Article 7 the costs incurred in performing such maintenance will be a special assessment attributable to the affected Owner.

14.3.5 Capital Improvements. Notwithstanding any other provision of this Declaration, after the Period of Declarant's Control, the Association shall not make any Capital Improvement, as defined below, without the authorization of fifty-one percent (51%) of the Owners voting at a meeting called for the purpose of proposing such Capital Improvement. For purposes of this Section, a "Capital Improvement" shall mean the installation of new Improvement located within a Common Area or other portion of the Project owned or managed by the Association, for which funds are not otherwise identified in the Association's budget. If approved as provided in this Section, the cost of a Capital Improvement may be assessed to the Lots as a special assessment.

41.4 Budget. The annual assessment shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 of each year, provided that for the first fiscal year shall begin on the date of the conveyance of the first Lot by Declarant. On or before December 1 of each year thereafter, the Board shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, the anticipated receipts (if any), and any deficit or surplus from the prior operation period. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period. On or before December 1 of each year, the Board shall also notify each Owner of the amount of the following fiscal year's annual assessment for each Lot owned by such Owner.

41.5 Reserve Account. The Association must comply with the terms and provisions of the Act relating to a reserve analysis and the funding of a reserve account for those Common Areas of the Project, if any, for which the Association is required to maintain a reserve account.

Any reserve account will be funded by assessments imposed in accordance with the terms of this Article 4. The Board may require that all or a portion of each reinvestment fee collected be used to fund the Association's reserve account.

41.6 Lien and Personal Obligation. The fees and assessments identified above, together with any applicable late payment fees, interest, costs, and reasonable attorney fees, and any other financial obligations owed to the Association as permitted under this Declaration, shall be a charge and lien against the Lot against which such assessment is imposed. In addition, each Owner's obligation to satisfy such assessments and obligations is an independent and personal covenant of such Owner, with all amounts being due and payable without setoff or deduction when assessed. In the event of a failure to pay such assessments, or other default, the Association may pursue an action against the Owner to collect the assessment and enforce the lien against a Lot by foreclosure in the manner set forth below. The Association's lien shall be a continuing lien on each Lot and shall be subordinate to a First Mortgage, where the Mortgagee is a lender who loaned funds for the purchase of the Lot, and shall also be subordinate to a lien for property taxes or other public assessments, but the Association's lien shall be superior to all other liens, charges, or encumbrances of any sort which shall hereafter arise or be imposed on any Lot. The Association's lien shall not be affected by the sale or transfer of any Lot.

41.7 Statement and Evidence of Payment. Upon receipt of a written request by an Owner, or any other person or entity, the Board shall within a reasonable time issue to such Owner or other person or entity a written certificate stating, as applicable, (i) that all annual, special, and supplemental assessments (plus any applicable costs or fees) have been paid with respect to any specified Lot as of the date of the certificate, or (ii) if all assessments have not been paid, the amount of such outstanding annual, special, or supplemental assessments (plus any applicable costs or fees) due and payable as the date of the certificate. The Board may make a reasonable charge for issuing such certificates. Any such certificate, when issued as provided herein, shall be conclusive and binding with respect to any matter therein stated.

41.8 Exemption for Declarant and Commercial Builders. No assessment for a Lot owned by the Declarant shall be imposed until such Lot is conveyed to a subsequent purchaser. After the date a Lot is conveyed to a purchaser, the full amount of the assessment attributable to such Lot shall be imposed and collected from the new Owner in the manner set forth in this Declaration. Any Lot transferred to a builder or developer other than Declarant who holds two (2) or more Lots within the Project for the purpose of constructing homes for sale to residential customers ("**Commercial Builder**") will be partially exempt from assessments according to the terms of this Section. Immediately upon transfer from the Declarant the Commercial Builder will be responsible to pay twenty-five percent (25%) of any assessment attributable to each Lot owned by such Commercial Builder. The Commercial Builder's exemption will expire, and the full assessment attributable to such Lots will be come due and payable, upon the first to occur of

twelve (12) months following the transfer of such Lot from Declarant or a certificate of occupancy for a Residence on the Property being issued. In the event that assessments collected from Owners are insufficient to meet the Association's obligations, then notwithstanding the foregoing exemptions Declarant and any Commercial Builder will be obligated to contribute, pro-rata based on the number of Lots owned, in order to offset such shortfall; provided that the required contribution shall not exceed the entire amount that would have been payable by Declarant or a Commercial Builder had the exemption not applied.

41.9 Effect of Non-Payment and Remedies.

14.9.1 Late Fees and Interest. Any assessment not paid within ten (10) days from the due date thereof shall be subject to a late payment fee in an amount to be determined by the Board. In addition, all fees and assessments not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Board.

14.9.2 Legal Remedies. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Lot in the manner provided by the laws of the State of Utah, and in the event a judgment is obtained, such judgment shall include interest on the assessment and reasonable attorney fees to be fixed by the court, together with the costs of the action. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose the Association's lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the membership votes appurtenant to ownership of such Lot, and to convey or otherwise deal with such Lot. In addition to the other rights and remedies set forth herein, the Association shall have all of the rights and remedies pertaining to enforcement of assessment liens as set forth in, and to be exercised in accordance with, the provisions of the Act, including, without limitation, the provisions in Utah Code §§ 57-8a-302 and -303, as the same may be amended. To this end, the Declarant (and each Owner by acceptance of a deed to a Lot) hereby conveys and warrants pursuant to Utah Code §§ 57-1-20 and 57-8a-302 to Bartlett Title Insurance Agency, Inc., as trustee, with power of sale, each Lot and all Improvements to each Lot for the purpose of securing payment of assessments under the terms of this Declaration. The Association shall have the right to substitute said trustee and appoint a successor trustee as provided by statute. The lien of the Association shall be superior and prior to all other liens and encumbrances except liens and encumbrances recorded prior to the recordation of this Declaration, a First Mortgage on a Lot, and assessments, liens, and

charges in favor of the State of Utah or a political subdivision thereof imposed for taxes or other governmental assessments or charges past due and unpaid. In any action brought by the Association (or counterclaim or cross-claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the Owner appointed to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's assessments of any kind or nature permitted hereunder.

ARTICLE 5

COMMON AREAS/ LIMITED COMMON AREAS/ COMMON WALLS

5.1 Identification of Common Areas/ Limited Common Areas.

15.1.1 The Project shall have Common Areas consisting of portions of the Project intended for the common use of the Owners, including areas designated as Common Areas on the Plat Map. The Common Areas shall also include the fencing surrounding the perimeter of the Project. During the Period of Declarant's Control, Declarant may, in Declarant's discretion, alter or amend the scope and extent Common Areas. The Declarant during the Period of Declarant's Control and the Association thereafter may install additional amenities on Common Areas which are deemed appropriate or beneficial to the Project.

15.1.2 The Project may have Limited Common Areas consisting of fencing that Declarant may, at its discretion, install along some or all of the Lot lines, except in no event shall fencing be installed within the Side Yard Use Easement. If Declarant installs fencing along the front yard Lot line, such fencing shall be no greater than three (3) feet in height. Fencing may also be constructed and installed by Declarant along the Front Easement Line and the Rear Easement Line (as defined in Section 9.4.1 to this Declaration).

5.2 Use and Enjoyment. Except as provided herein, each Owner shall have a non-exclusive right to use and enjoy the Common Areas. The right of use and enjoyment shall include an access easement to and over all Common Areas. Each Owner shall have the right to use any Limited Common Areas designated for exclusive use by such Owner.

15.2.1 The right to use and enjoy the Common Areas and Limited Common Areas designated for exclusive use by such Owner, shall be appurtenant to such Owner's ownership of a Lot within the Project and shall immediately transfer upon any conveyance of the Lot.

5.3 Ownership and Dedication. The Common Areas and the Limited Common Areas shall be owned by the Association and Declarant hereby dedicates the Common Areas and the Limited Common Areas to the Association.

5.4 Rules to be Adopted by the Board. Notwithstanding the foregoing, the Rules and Regulations adopted by the Board may include reasonable restrictions on the time, manner, and character of use of the Common Areas by the Owners, their guests, or invitees, including the limitations on total number of persons permitted to use the Common Areas. The Board may enforce the Rules and Regulations as provided in Section 2.6 of this Declaration.

5.5 Maintenance. The Association, directly or through the Manger or other designated agents, shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace and maintain the Common Areas and the Limited Common Areas. The Association shall maintain all landscaping of the Common Areas. The Association shall pay all utility charges attributable to the Common Areas. No Owner, directly or indirectly, shall make any alterations to any Common Areas or Limited Common Areas without prior written consent of the Board.

5.6 No Obstruction. No person shall obstruct or permanently occupy any portion of a Common Area without prior written permission of the Board.

5.7 Limitations on Use. In addition to restrictions set forth in the Rules and Regulations, an Owner's right to use and enjoy the Common Areas may be temporarily or permanently restricted in the following circumstances consistent with, and to the extent allowed by, the Act:

15.7.1 Any period during which the Assessments imposed against such Owner's Lot remain unpaid.

15.7.2 Any period during which such Owner, such Owner's Lot, or any Improvement upon such Owner's Lot is or remains in a state of non-compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, or the Rules and Regulations adopted by the Board, including, without limitation, the failure to maintain an Owner's Residence as provided in Article 7. Notwithstanding the foregoing, each Owner shall have fifteen (15) days after receiving written notice of such non-compliance

to remedy the same and shall have the opportunity for a hearing before the Board, before any restriction shall be imposed under this Section 5.7.2.

5.8 Common Walls. To the extent that any detached garages are connected by, or share, a Common Wall, the following provisions shall govern the use, maintenance, repair and restoration thereof:

15.8.1 Each detached garage sharing a Common Wall shall provide such access as may be reasonably necessary to permit the Association and the Owner of the other garage sharing said Common Wall, and their respective agents and contractors, to maintain the integrity of the Common Wall, and to repair and restore it as necessary.

15.8.2 Should any Common Wall be damaged or destroyed by the negligence or other act or omission of an Owner of one of the detached garages sharing the same, or said Owner's agents, employees, invitees or guests, said Owner shall be liable, at its sole cost and expense, for all necessary repairs or restoration of said Common Wall, and related damage to any detached garage; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either detached garage sharing said Common Wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Common Wall and related damages to the detached garages. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the affected Owners.

15.8.3 Should any Common Wall be damaged or destroyed by any cause other than the negligence, act or omission of the Owner of either detached garage sharing said Common Wall, or said Owner's agents, employees, invitees or guests, the Owners of the detached garages sharing said Common Wall shall be equally liable for all necessary repairs or restoration of said Common Wall, and related damage to either detached garage; provided, however, that any insurance proceeds received in connection with such damage or destruction from policies of insurance owned by the Owners of either detached garage sharing said Common Wall, or by the Association, shall first be applied toward the costs of repairing or restoring the Common Wall and related damages to the affected detached garages. All repairs or restorations to be completed pursuant to this subparagraph shall be completed to the reasonable satisfaction of the affected Owners.

15.8.4 Should any party fail or refuse to complete the repairs or restorations imposed upon it by these provisions, the Association, after giving written notice to said party of its intention to do so, may undertake said repairs or restorations, and be entitled to reimbursement for all costs incurred in connection therewith from said party. Such

reimbursement shall be made within thirty (30) days after the Association has completed the work and presented said party with a statement and demand for payment setting forth all costs incurred. The Association shall have a lien against the Residence of the liable Owner to secure payment to the Association of all costs and expenses incurred in making the necessary repairs or restorations, and the Association shall be entitled to enforce said lien in the same manner as it is authorized to enforce assessment liens, including recovery of attorney fees, costs and interest.

15.8.5 In the event of a dispute or controversy between the Owners of detached garages sharing a Common Wall, as to any matter within or arising out of the provisions of this Article 5, or the respective use, maintenance, repair, or replacement of said Common Wall, such dispute or controversy shall be submitted to the Board of Directors of the Association for arbitration. The decision of the Board with respect to the issues presented shall be binding upon the parties involved.

ARTICLE 6

USE LIMITATIONS AND RESTRICTIONS

6.1 Residential Use and Occupancy. Each Lot, and all Improvements thereon, shall be used only for non-commercial, residential purposes. No Lot shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Lot, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance. The primary Improvement on each Lot shall be a Residence. Any other Improvements on the Lot shall be consistent with and shall not detract from the residential nature of the Project. Subject to the Declarant exemption, below, there shall be no temporary or prefabricated structures, mobile homes, trailer houses, or other non-permanent structures allowed in the Project.

6.2 No Further Subdivision. Except as may be allowed in writing by the Declarant, no Lot or Common Area shall be further subdivided or separated into smaller parcels. No conveyance of less than all of any Lot shall be permitted.

6.3 Prompt Repair. Each Residence and other Improvement on an Owner's Lot shall be kept in good repair. As applicable, the Owner or Association shall promptly repair damage to any Residence or Improvement on such Owner's Lot.

6.4 Nuisances and Offensive, Unsightly, and Unsafe Conditions. No Owner shall permit any noxious, offensive, unsightly, or unsafe activity, object, animal, or condition to exist on such Owner's Lot. Without limiting the generality of the foregoing, no unreasonable noise or disturbance shall be permitted on any Lot. Trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, behind approved fencing or otherwise enclosed or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except within an enclosed structure or when appropriately screened from view. No Owner shall dispose, or permit to be disposed, any oil, gas, toxic or hazardous material, or other unsafe substance within the Project. Smoking is prohibited on or within all Common Areas and Limited Common Areas including, without limitation, patios, balconies, garages, private streets, walkways, and landscaped areas. Smoking includes carrying, burning, handling or controlling any lighted product containing tobacco or marijuana, including but not limited to cigarettes, cigars or pipes. The Board may adopt reasonable Rules and Regulations to further clarify the responsibilities of Owners under this Section.

6.5 Ingress and Egress. Each Owner shall have a right of ingress to and egress from such Owner's Lot, with such right of ingress and egress being perpetual and appurtenant to ownership of the Lot.

6.6 Encroachment. Subject to Section 9.2.1 of this Declaration, no Improvement on any Lot shall encroach on an adjoining Lot or Common Area and any such encroaching Improvements must immediately be removed at the expense of the Owner of the Lot from which the Improvement encroaches. If, however, encroachment occurs due to natural settling or shifting or for other reasons beyond the control of the Owner, the Owner shall be deemed to have an easement for the maintenance of such encroaching Improvement which shall exist, and shall run with the land, for so long as the encroaching Improvement exists.

6.7 View Impairment. Declarant makes no representation or guarantee that the view from, across, or over any Owner's Lot will remain the same as when purchased by such Owner. Construction of Residences or other Improvements within the Project may affect such Owner's view. In addition, landscaping and trees may also impact an Owner's view and the Declarant and Association will have no obligation to prune or trim any landscaping or trees except as may be set forth in any applicable County ordinances.

ARTICLE 7

MAINTENANCE

7.1 Maintenance of Residences by Owner. The Owner of each Residence shall maintain such Owner's Lot, and all permitted Improvements thereon including the Residence, in good repair and in a clean and tidy manner, and in accordance with all the Covenants, the Design Guidelines, and the Rules and Regulations and in a manner that does not detract from the overall appearance of the Project. Such maintenance will be performed at the Owner's expense without any setoff right. The Board may adopt reasonable Rules and Regulations governing the appearance and use of driveways, decks, patios, and balconies within the Project. Without limiting the generality of the foregoing, each Owner of a Residence has the following obligations: such Owner shall be responsible to maintain the roof, foundation, beams, exterior surfaces and siding, rain gutters and downspouts, doors, windows, driveways, concrete, patios, balconies, garage doors, and other exterior components of the Residence. Each Owner shall also be responsible for the maintenance of the interior of each Residence and to keep the same in good repair. The ACC or the Board may establish, by Design Guidelines or Rules and Regulations, applicable landscaping guidelines which Owners must follow. Each Owner of a Residence shall be responsible for the maintenance, repair, and replacement of all utility lines serving such Owner's Residence, provided that no Owner shall do any work or perform any act that will, or may, impair the ability of any utility lines or fixtures to serve other Residences within the Project.

7.2 Common Areas/ Limited Common Areas. The Association shall maintain the Common Areas and Limited Common Areas within the Project. The Association shall keep Common Areas and Limited Common Areas and other areas for which it is responsible clean, appropriately landscaped, functional, attractive, and generally in good condition and repair consistent with any applicable requirements of the County. In the event that maintenance or repair to Common Areas or Limited Common Areas is caused by the willful or negligent acts of any Owner or group of Owners, or by their guests or invitees, the cost of such maintenance may be assessed solely to the responsible Owner or Owners as a special assessment.

7.3 Roads and Streets. Roads and streets within the Project may be dedicated to the County for public use and will be maintained by the County or may be private for the use of some or all of the Owners, as designated on the Plat Map. If any roads or streets within the Project are private the cost of maintenance will be apportioned to the Owners as provided in Section 4.2.2.

7.4 Utilities. The Owner of each Lot shall pay for all utility services provided to such Lot, except utility services which are not separately billed or metered. Any such common utilities

shall be paid by the Association and an appropriate share shall be charged to each Lot as part of the annual assessment.

7.5 Remedies for an Owner's Failure to Maintain. The Association shall have the right to enforce the maintenance obligations set forth in this Article 7. Among other available remedies, the Association shall have the right to enter each Owner's Lot and perform maintenance otherwise required to be performed by an Owner and to recover the cost of such maintenance from such Owner as a special assessment against such Owner and such Owner's Lot if the Board determines that such Owner is unwilling or unable to timely perform such maintenance. Except in the case of an emergency, the Association may not exercise this remedy unless: (a) the Owner has been given written notice of the need to perform such maintenance and fifteen (15) days have elapsed since such notice was given without the required maintenance being performed by such Owner, and (b) the Owner is given the opportunity for a hearing before the Board.

ARTICLE 8

ARCHITECTURAL CONTROL

8.1 Architectural Control Committee. Declarant may, during the Period of Declarant's Control, establish an Architectural Control Committee ("**ACC**"). If an ACC is formed, all Improvements within the Project will be subject to design review and prior approval by the ACC. The ACC shall be governed by the following provisions.

18.1.1 Composition and Selection. Declarant shall select, change, and remove from time to time the members of the ACC, which shall number no less than three (3) members. During the Period of Declarant's Control, Members of the ACC do not need to be Owners.

18.1.2 Design Guidelines. If the Declarant establishes the ACC, the ACC will adopt design and maintenance criteria for the Residences and all other Improvements permitted within the Project ("**Design Guidelines**"). The Design Guidelines shall be consistent with the building, land use, and other ordinances and regulations of the County. The ACC must make the Design Guidelines available to all Owners or prospective Owners and, if possible, shall publish the Design Guidelines in electronic format.

18.1.3 Compliance. If the Declarant establishes the ACC, all Residences, fences, and other Improvements must be constructed and maintained in accordance with the Design Guidelines. Prior to construction, alteration, modification, or replacement of any Improvements within the Project, an Owner shall submit plans for the same to the ACC. The ACC shall evaluate all such plans for compliance with the Design Guidelines.

18.1.4 Procedure. The ACC may establish a schedule of reasonable fees for review of plans for any proposed Improvements and collect such fees before any obligation to review plans under this Article 8. The ACC may employ architects, engineers, and other professionals to review plans submitted by an Owner. The Owner shall pay all expenses reasonably associated with the ACC's review of the plans. The ACC shall approve or deny such plans in writing within thirty (30) business days following receipt of the same. Failure to approve or deny such plans within the time period provided shall constitute disapproval of the same.

18.1.5 Enforcement. The ACC shall have the right, but not the duty, to enforce compliance with the Design Guidelines, including by means of fines levied by the Association or by legal action, in which case the ACC shall be entitled to recover the costs of enforcement, including reasonable attorney fees.

8.2 Specific Design Standards. In addition to the Design Guidelines established by the ACC pursuant to Section 8.1.2, all construction within the Project must meet the standards set forth in this Section 8.2 and its subparts.

18.2.1 All Improvements constructed within the Project shall be of good quality and workmanship.

18.2.2 The exteriors of all Residences must be of a material approved by the County.

18.2.3 Exterior colors of all Residences must match the colors required by the ACC.

8.3 Construction. Unless otherwise permitted by the Board, any builder must use its best efforts to complete construction of each Residence within twelve (12) months from the commencement of construction. This includes all exterior painting and finish work and the installation of all required landscaping. During the construction of any Improvement, the affected Lot must be kept reasonably clean and tidy and all construction debris must be controlled and regularly removed. All construction activities must comply with the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations adopted by the Board and all local zoning ordinances, building codes, and other applicable laws.

8.4 Declarant Exemption. Nothing in this Article 8 shall prohibit or restrict the ability of the Declarant to use any Lots owned by Declarant, and the Common Areas during the Period of Declarant's Control, for any purposes consistent with or intended to facilitate the

improvement and sale of Lots owned by Declarant. Declarant shall not be bound by the Design Guidelines and reserves the right to alter or modify the plans for any Improvement on any Lot at any time Declarant owns such Lot. Declarant shall not be bound by the time limitation for construction activities set forth in this Declaration. Declarant's sales and marketing activities are exempt from the Design Guidelines. Declarant may maintain and operate temporary structures for construction, sales, or business purposes. The exemption does not apply to Commercial Builders and each Commercial Builder will be subject to the Design Guidelines and the other provisions of this Article 8.

ARTICLE 9

EASEMENTS

9.1 Easements Shown on Plat Map. The Property and Lots are subject to the easements, rights of way, encroachments, and other encumbrances as shown on the Plat Map. Within such easements, no Improvement of any type shall be placed or permitted to remain which may damage or interfere with the intended purpose of such easement, except as otherwise specifically set forth herein.

9.2 Easements Reserved. In addition to easements shown on the Plat Map or otherwise provided for in this Declaration, the following easements are reserved for the benefit of the Owners and the Association:

19.2.1 Easement for Encroachment. If, because of an error in original construction, an error on the Plat Map, natural settling or shifting of the earth, or good faith mistakes during repair or reconstruction, any part of the Common Areas encroaches on an adjoining Lot, an easement for the encroachment and for maintenance of the Common Areas shall exist in favor of the Declarant during the Period of Declarant's Control and the Association thereafter.

19.2.2 Public Dedication. The Declarant reserves, for itself and its successors and assigns, the right to dedicate all roads, streets, alleys, open space, rights of way or easements shown on the Plat Map to public use. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as shown on the Plat Map.

19.2.3 Current Utility Easements. The Association and public utility or public service providers shall have an easement for the installation, maintenance, and repair of such utilities and services as shown on the Plat Map. Except for equipment or improvements for which the public utility or public service provider is responsible, each Owner shall maintain the portion of such Owner's Lot burdened by a utility easement.

19.2.4 Future Utility Easements. Declarant reserves, for itself and its successors and assigns, an easement, and the right to grant easements to any person, individual, corporate body, or municipality, across, over, under, upon, and through any Lot, Common Area, road, street, open space, or other portion of the Project, for the installation, construction, maintenance, reconstruction and repair of public, quasi-public, or private utilities and related facilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, pipelines, laterals, underground or above-ground lines and cables, transmission facilities, meters and other facilities and appurtenances necessary or useful for the provision of water, storm sewer, sanitary sewer, gas, electricity, telephone, cable television, internet and data and other public, quasi-public or private services or utilities deemed by Declarant necessary or advisable to provide any service to the Project or any Lot, Common Area, or other portion thereof.

19.2.5 Grading and Drainage. Declarant reserves, for itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Residence built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. In addition, if Declarant establishes a drainage system within the Project, each Owner must maintain such drainage system and not do anything to modify or interfere with the same.

19.2.6 Right of Entry onto Lots. The Declarant during the Period of Declarant's Control and the Association thereafter shall have the right, through authorized agents, to enter onto any Lot after reasonable notice to the Owner thereof for the purpose of performing maintenance or determining whether the Lot, or any Improvements thereon, complies with this Declaration, the Bylaws, and the Rules and Regulations. Except in the event of an emergency, entry made pursuant to this Section shall be during normal business hours, at a time convenient for the Owner, after reasonable notice.

19.2.7 Right of Entry onto Common Areas. Declarant during the Period of Declarant's Control and the Association thereafter shall have the right, through authorized agents, to enter upon the Common Areas for maintenance, repair, replacement, and such other purposes as Declarant deems necessary, including the right to make openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and the right to make such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

9.3 Easement for Entry Monuments. Declarant reserves the right to place, at Declarant's discretion and at any time during the Period of Declarant's Control, one or more

entry monuments on one or more Lots within the Project, provided that any such monuments shall not unreasonably interfere with the residential use of such Lot. If the Declarant elects to install one or more entry monument, the Association shall thereafter have an easement on the affected Lot or Lots for the purpose of maintenance of such monument and such maintenance shall be a Common Expense.

9.4 Side Yard Use Easements. Each Lot (the "**Grantor Lot**") which shares a common side yard Lot line with an adjacent Lot on the southwest side of the Grantor Lot (the "**Grantee Lot**") shall be subject to an easement for the purpose of allowing a side yard for the benefit of the Grantee Lot, as shown on the Plat Map (the "**Side Yard Use Easement**").

19.4.1 Description of Side Yard Use Easement. The Side Yard Use Easement shall extend from: (a) One (1) foot from the side yard foundation of the Residence to be located on the Grantor Lot to the common side yard Lot line, (b) One (1) foot behind the farthest set back front corner foundation of the Residence to be located upon either the Grantor Lot or the Grantee Lot (the "**Front Easement Line**"), and (c) One (1) foot in front of the rear corner foundation of the Residence to be located on the Grantor Lot (the "**Rear Easement Line**"). The legal description for each Side Yard Use Easement shall be attached with **Exhibit D**.

19.4.2 Binding on Successors in Interest. The Side Yard Use Easement shall be binding on each and every Grantor Lot for the benefit of the Grantee Lot and shall run with the land in perpetuity.

19.4.3 Side Yard Use Easement Restrictions. The Owner of the Grantee Lot ("**Easement Grantee**") shall have full access and enjoyment of the Side Yard Use Easement benefitting such Grantee Lot, including construction of improvements (not to include fencing), use and maintenance of the Side Yard Use Easement. Improvements including, but not limited to, decks, patios, walls, landscaping, furniture and other similar elements are permitted within the Side Yard Use Easement. Decks and patios in excess of thirty (30) inches in height (as measured from finished grade) are not permitted in Side Yard Use Easements. Only landscaping, hardscape, and irrigation improvements are permitted within the front and rear setbacks.

19.4.3.1 The Board may develop such rules and regulations as may be necessary to manage the Side Yard Use Easements.

19.4.3.2 All Grantee improvements located within the Side Yard Use Easement shall be maintained by the Easement Grantee.

19.4.3.3 The Side Yard Use Easement is subject to Easement Grantor's right to obtain access for the maintenance and repair of the Resident located upon the Grantor's Lot and for no other purpose.

19.4.3.4 Grantee shall not be permitted to alter the finished grade and/or drainage patterns on the Side Yard Use Easement without the advance written approval of the ACC.

ARTICLE 10

DECLARANT RIGHTS AND CONTROL

10.1 Declarant's Administrative Control. During the Period of Declarant's Control, neither the Board nor the Association shall take any action without Declarant's prior written approval.

10.2 Construction Activities. So long as Declarant owns at least one (1) Lot within the Project, Declarant shall have the right to conduct construction activities on or related to such Lot and shall not be bound by any limitations related to construction activities set forth in this Declaration. During the Period of Declarant's Control, Declarant shall have a non-exclusive easement and right-of-way in, through, under, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services and other services or facilities to the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, in its absolute discretion, shall have the right to construct and install any and all Improvements within the Project which Declarant desires, so long as they comply with the applicable ordinances of the County, but this provision shall not be construed to impose any obligations on Declarant to construct any such Improvements.

10.3 Sales Activities. Notwithstanding any other provision of this Declaration, so long as Declarant owns at least one (1) Lot within the Project, Declarant shall have the right to conduct reasonable sales activities including, but not limited to maintaining one or more sales office or model home on Lots owned by the Declarant and using the same for business purposes and maintaining a reasonable number of "for sale" signs or other similar marketing materials in the Project, including Common Areas.

10.4 Declarant's Rights Assignable. Declarant may assign the rights of Declarant set forth under this Declaration, or those rights in any way relating to the Property, to a purchaser or successor in interest. Upon assignment, such assignee shall be deemed the Declarant for all purposes under this Declaration.

ARTICLE 11

INSURANCE

11.1 Insurance Held by Owner. Each Owner shall obtain and maintain insurance covering the personal contents of the Residence or other Improvements on such Owner's Lot. Each Owner shall also maintain a policy of homeowner's insurance on the Residence on such Owner's Lot, protecting such Residence against casualty and loss, in an amount not less than one hundred percent (100%) of the current replacement value of such Residence.

11.2 Insurance Held by Association. The Association shall obtain and maintain all insurance policies required by Part 4 of the Act consistent with the terms and conditions of the Act. The coverage amounts, limits, terms, and conditions of the Association's policies shall be comparable to similarly situated homeowners associations in the Wasatch Front area. All premiums for insurance policies held by the Association shall be funded by Assessments. Without limiting the foregoing, the Association shall obtain and maintain:

111.2.1 Property and liability insurance for all Common Areas.

111.2.2 Fidelity insurance (e.g., directors' and officers' coverage).

111.2.3 Such other insurance policies for casualty or liability as the Board deems necessary or desirable.

11.3 Deductible. If permitted by the Act, the deductible on any claim made under a policy maintained by the Association shall be allocated among all Owners if the loss affects the Common Areas or all the Lots in the Project or, if the loss affects or impacts less than all the Lots in the Project, the deductible shall be allocated among the Owners of affected Lots.

ARTICLE 12

DURATION AND AMENDMENT

12.1 Duration. This Declaration shall be effective, and the Covenants set forth herein shall encumber the Property, from the date the Declaration is recorded in the County Recorder's Office and, as amended from time to time, this Declaration shall continue in full force and effect against the Property and the Covenants shall run with the land in perpetuity, for as long as the law allows unless amended or terminated as provided herein.

12.2 Amendment. These covenants may not be amended if such amendment would affect the Common Facilities, unless approved by Grand County. During the Period of Declarant's Control, the Declarant shall have the right to amend this Declaration without the consent of any other Owner. The foregoing sentence does not preclude other amendments proposed by Members of the Association, provide that any such amendment proposed during the

Period of Declarant's Control must be approved by sixty-seven percent (67%) of the Members of the Association and must also be approved by the Declarant in writing before it can be effective. After the Period of Declarant's Control, this Declaration may be amended by the affirmative vote of not less than sixty-seven percent (67%) of the Members of the Association and such amendment must contain a statement from the Board certifying that the required vote has taken place. No amendment to this Declaration shall be effective until it is recorded in the County Recorder's Office.

12.3 Termination. An agreement to terminate this Declaration and the Covenants set forth herein, shall require same approval required for an amendment as set forth in Section 12.2 of this Declaration. In addition, after the Period of Declarant's Control any agreement to terminate must be approved, or deemed approved, by at least sixty-seven percent (67%) of the Eligible Mortgagees as provided in Section 14.3 of this Declaration.

ARTICLE 13

MANDATORY DISPUTE RESOLUTION REQUIREMENTS

13.1 Statement of Intent. Prior to purchasing a Lot, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, an inspection on any Lot that Owner is purchasing or any other aspect of the Project, including, without limitation, the Common Areas. Moreover, if any written warranty has been provided, it identifies the only items that are warranted by the Declarant. Having had the ability to inspect prior to purchasing a Lot, having received a written warranty if any warranty is provided, and having paid market price for a Lot in the condition it and the Lots and Common Areas are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant and/or any subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Lot) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lot during any period when litigation is pending. For this reason, the Owners, by purchasing a Lot, and the Declarant covenant and agree that claims and disputes shall not be pursued through court action, but shall be asserted and resolved only through the specific alternative dispute resolution mechanisms described below and only after full disclosure, satisfaction of the right to cure periods, and knowing approval of the Owners, as set forth in the provisions of this Article 13. In addition, the Association and the Owners agree that they take ownership and possession of the Lots and Common Areas AS IS, with no warranties of any kind except as maybe provided in writing or as otherwise required as a matter of law. Unless otherwise provided in writing (and then only except to the extent of such writing), the Declarant specifically disclaims any and all warranties

of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

13.2 Binding Arbitration for All Disputes. To the fullest extent permitted by law, all claims and disputes of any kind that any Owner, group of Owners, or the Association may have involving the Declarant, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer or contractor involved in the design or construction of the Project, which arise from or are in any way related to the design, use, construction, or maintenance of any Residence or other Improvement on a Lot, the Common Areas, or any other Improvement on, or component of, the Project (each, a "**Dispute**"), shall be submitted to final and binding arbitration in lieu of litigation. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant and any Owner or between or involving the Declarant and the Association. Each Owner recognizes that this Section 13.2 amounts to a **WAIVER OF THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTES** and, by taking title to a Lot, knowingly agrees to that waiver. Notwithstanding the foregoing, arbitration proceedings shall not be commenced unless all of the Pre-Arbitration Requirements set forth in Section 13.3 have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include the following:

113.2.1 Any allegation that a condition in any of the Residences on the Lots, the Common Areas, or other Improvements in the Project is or involves a construction defect;

113.2.2 Any disagreement as to whether an alleged construction defect has been corrected;

113.2.3 Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;

113.2.4 Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;

113.2.5 Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;

113.2.6 Any alleged violations of consumer protection, unfair trade practice, or other statutes or laws;

113.2.7 Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;

113.2.8 Any allegation that any condition existing in the Project or created by the Declarant (or any of its contractors), including construction-related noise, dust, and traffic, is a nuisance, a defect, or a breach of any implied warranties of habitability or other implied warranties;

113.2.9 Any disagreement concerning the scope of issues or claims that should be submitted to binding arbitration;

113.2.10 Any disagreement concerning the timeliness of performance of any act to be performed by Declarant or any of its contractors;

113.2.11 Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;

113.2.12 Any disagreement or dispute regarding management of the Association, or regarding reserve studies or funding of Association expenses; and

113.2.13 Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of Improvement on the Lots, Common Areas, off-site improvements, the formation, operation, governance, and/or management of the Association, or other claims regarding the Project.

13.3 Pre-Arbitration Requirements.

113.3.1 Generally. An Owner or the Association may only pursue a claim against the Declarant in arbitration after **ALL** of the following efforts of dispute resolution have been completed: (a) the claimant (e.g. the affected Owner or the Association) shall provide to the Declarant a written Notice of Claim (defined below) and permit the Declarant one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the applicable builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings; and (b) if the Dispute is not resolved within the 180-day Right to Cure period, the parties shall participate in formal mediation with a mutually-acceptable third-party mediator in an effort to resolve the Dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.

113.3.2 Notice of Claim. For purposes of this Article 13, "Notice of Claim" shall mean and include **ALL** of the following information: (a) an explanation of the nature of the claim, (b) a specific breakdown and calculation of any alleged damages, (c) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (d) photographs of any alleged defective condition, if applicable, (e) samples of any alleged defective conditions or materials, if reasonably available, (f) an explanation of the efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (g) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

13.4 Member Approval; Legal Opinion; Arbitration. If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner or Association) shall have the right to proceed with binding arbitration; however, the Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Association after the Association has obtained a written opinion from legal counsel advising the Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a mutually-acceptable arbitrator (preferably a former judge), or, if an arbitrator cannot be mutually selected, then by a member of the Panel of Construction Arbitrators appointed by the American Arbitration Association ("**AAA**"). The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the AAA. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

13.5 Fees and Costs of Arbitration. Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties. The arbitrator **SHALL NOT** award attorney fees, expert witness fees, or arbitration costs, to the prevailing party.

13.6 No Waiver of Arbitration Right. If any Owner, the Association, or the Declarant files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration or to insist on compliance with the requirements set forth in this Article 13. If any such court action is filed, then the court in such action shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set

forth herein, including, without limitation, compliance with the pre-arbitration requirements set forth above.

13.7 Waiver of Subrogation. The Association and each Owner waives any and all rights to subrogation against the Declarant and any builder, contractor, and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the Project engineer, and builder, contractors of the Declarant and the builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Association and Owners hereby release Declarant, the Project engineer, and builder, and their respective officers, employees, owners, contractors, insurers, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the builder, and any of their officers, employees, owners, contractors, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation

13.8 Enforcement of Covenants. Notwithstanding the foregoing, any legal action taken by Declarant to enforce the Covenants shall be subject to the terms of Section 2.6 of this Declaration, not this Article 13.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Damage or Destruction.

114.1.1 Attorney in Fact. Each Owner irrevocably appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purpose of dealing with the Project in the event of damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or

her attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association, except as otherwise provided in this Declaration.

114.1.2 Definition of Repair and Reconstruction. Repair and reconstruction of the Improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Lot and the Common Areas having substantially the same vertical and horizontal boundaries as before.

114.1.3 Procedure. In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows. The Association shall give timely written notice to any First Mortgagee on a Lot or who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or a Lot subject to the Mortgage held by such First Mortgagee. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed. In no event shall an Owner of a Lot or any other party have priority over the First Mortgagee on such Lot with respect to the distribution to such Lot of any insurance proceeds.

114.1.4 Repair or Reconstruction. If the damage or destruction is to be repaired or reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein.

114.1.5 Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association, and any amounts received from assessments made shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners equally.

14.2 Condemnation.

114.2.1 In General. If at any time, or from time to time, all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Section shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Lot or portion thereof, or the Common Areas or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding, or are otherwise sought to be acquired by a condemning authority, the Board shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Project and to any First Mortgagee who has requested in writing notice thereof. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation.

114.2.2 Proceeds. All compensation, damages and other proceeds from any such taking by power of eminent domain (hereinafter "**Condemnation Award**") shall be made payable to the Association and shall be distributed by the Board, on behalf of the Association as herein provided.

114.2.3 Complete Taking. In the event the entire Project is taken by power of eminent domain, ownership pursuant hereto shall terminate and the Condemnation Award shall be allocated among and distributed to the Owners and the Owners shall divide the Condemnation Award based upon the relative values of the Lots immediately prior to the condemnation. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

114.2.4 Partial Taking. In the event that less than the entire Project is taken by power of eminent domain, the following shall occur:

114.2.4.1 Allocation of Condemnation Award. As soon as practicable, the Board shall, on behalf of the Association, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages or other proceeds and shall allocate such apportioned amount and pay the same to the Owners as follows: (a) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Lots have been taken); (b) The total amount apportioned to severance damages shall be allocated among and

distributed equally to the Owners of those Lots that have not been taken; (c) The respective amounts apportioned to the taking of or injury to a particular Lot shall be allocated and distributed to the Owner of such Lot; (d) The total amount apportioned to consequential damages and any other taking or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances; (e) If apportionment or allocation is already established by negotiation, judicial decree, statue or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable; (f) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as their interests may appear; and (g) No provision of this Section, or any other provision of this Declaration, the Association's Articles of Incorporation or the Bylaws shall entitle the Owner of a Lot, or other party, to priority over any First Mortgagee of such Lot with respect to the distribution to such Lot of the proceeds of any award, settlement or proceeds from any eminent domain or condemnation proceedings.

114.2.4.2 Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, ownership pursuant hereto shall not terminate but shall continue. In such event the Project shall be reorganized as follows: (a) If any partial taking results in the taking of an entire Lot, then the Owner thereof shall cease to be a Member of the Association and all voting rights shall terminate; (b) If any partial taking results in the taking of a portion of a Lot, the voting rights appertaining to such Lot shall continue; (c) If any partial taking results in the taking of a portion of a Lot and if there is a determination made by the Board, after duly considering any recommendations, proposals, or other input from the Owners, that such taking makes it impractical to use the remaining portion of such Lot, then all voting rights shall terminate and the remaining portion of such Lot shall thenceforth be part of the Common Areas; (d) The Board, after duly considering any recommendations, proposals or other input from the Owners, shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section (including a possible reallocation of voting rights); provided, however, that if any such determination shall have been or such action is taken by judicial decree, the Board shall defer thereto and proceed in accordance therewith.

114.2.4.3 Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Section 14.1 of this Declaration for cases of Damage or Destruction, as applicable.

14.3 Mortgagee Provisions.

114.3.1 Owner's Right to Separate Mortgages. Each Owner shall have the right to separately mortgage or otherwise encumber such Owner's Lot. No mortgage by any Owner shall encumber any other Owner's Lot or any portion thereof.

114.3.2 Notice of Action. Upon written request made to the Association by a First Mortgagee, or an insurer or governmental guarantor of a First Mortgage (any one of which is an "**Eligible Mortgagee**"), which written request shall identify the name and mailing address of such First Mortgagee, insurer, or governmental guarantor and the Lot number or physical address of the Residence, any such First Mortgage, insurer or governmental guarantor shall be entitled to timely written notice of: (a) Any condemnation, loss or any casualty loss which affects a material portion of the Project, or any Lot on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor; (b) Any delinquency in the payment of assessments or charges owed by an Owner, whose Lot is subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days; (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 14.3.2 or elsewhere herein.

114.3.3 Matters Requiring Mortgagee Approval. After the Period of Declarant's Control, and except as otherwise provided in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the votes of the Lots in the Association, and Eligible Mortgagees holding First Mortgages on Lots having at least fifty-one percent (51%) of the votes of the Lots subject to First Mortgages held by Eligible Mortgagees shall be required to: (a) Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs; (b) Add or amend any material provision of the Declaration, Articles of Incorporation, Bylaws or Plat Map, which establishes, provides for, governs or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only): the conversion of Lots into Common Areas or vice versa, a material change to hazard or fidelity insurance requirements, the imposition of any restrictions on Owner's right to sell or transfer his Lot, the establishment of self-management by the Association if professional management had been required previously by the Declaration or by an Eligible Mortgagee, or a change to or deletion of any provision that expressly benefits Mortgagees, insurers, or guarantors.

114.3.4 Response. Any Eligible Mortgagee who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

114.3.5 Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of First Mortgages that are secured by Lots in the Project. Generally, these documents shall be available during normal business hours. The Association shall make an any audited financial statement which the Association obtains available to the holder, insurer, or guarantor of any First Mortgage on submission of a written request, and at such requestor's expense.

114.3.6 Subordination of Lien. The lien or claim against a Lot for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Lot if the First Mortgage was recorded before the delinquent assessment was due, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lien of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage, or as not to burden a First Mortgagee which comes into possession or which obtain title, shall be collected or enforced by the Association from or against a First Mortgagee or the Lot affected or previously affected by the First Mortgage concerned.

114.3.7 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in this Declaration lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefore from the Association.

114.3.8 Priority. No provision of this Declaration gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Lots or the Common Areas.

14.4 Notices. The Association shall keep a list of contact information for Owners of all Lots within the Project and all Eligible Mortgagees. Each Owner, upon becoming an Owner, shall provide the Association with appropriate contact information including mailing address, telephone number, and email address. Each Owner or Eligible Mortgagee shall update the Association with any changes to contact information. Where written notice to an Owner is required under this Declaration, the Bylaws, or the Rules and Regulations, such notice will be deemed sufficient if it is sent to the mailing address or email address on file with the Association.

14.5 Interpretation. The captions and section headings set forth in this Declaration are for convenience and the meaning of the provisions set forth in the sections hereof shall be governed by the body of the text. The use of any plural shall, where the context requires, include the singular thereof, and vice-versa.

14.6 Governing Law. This Declaration shall be governed by, and interpreted in accordance with, the laws of the State of Utah.

14.7 Severability. If any section, term, or provision of this Declaration is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration, which shall all remain in full force and effect.

14.8 Waiver. The failure by the Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall not be deemed as a waiver of the right to thereafter enforce such term or provision.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, Declarant has executed this Declaration on this ____ day of _____, 20__.

DECLARANT
Sandstone Cottages, LLC., a Utah limited liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as the _____ of Sandstone Cottages, LLC.

_____

Notary Public

EXHIBIT A

(Property Description and Parcel Numbers)

Parcel 1:

Beginning 381.9 feet South and 247 feet East of the West Quarter Corner Section 22, T26S, R22E, SLM, thence North 51 °02' East 693.2 feet; thence South 38 °58' East 254.1 feet; thence South 51 °02' West 539. 8 feet; thence North 38 °58' West 116. 9 feet; thence South 51 °02' West 118.4 feet; thence North 53 °23' West 141. 5 feet to the point of beginning. (Parcel No. 02-0022-0049)

Parcel 2:

Beginning at a point which bears South 556.84 feet and East 482.35 feet from the West 114 Corner Section 22, T26S, R22E, SLM, running thence North 53°23' West 31 feet; thence North 51 °02' East 627. 9 feet; thence South 38°58' East 30 feet; thence South 51 °02' West 620.2 feet to the point of beginning. (Parcel No. 02-0022-0049)

Parcel 3:

Beginning 466. 3 feet South and 360. 6 feet East of the West 1/4 corner, Section 22, Township 26 South, Range 22 East, SLM, thence North 51 ° 02' East 118.4 feet; thence South 38 ° 58' East 116.9 feet; thence South 51 ° 02' West 88.1 feet; thence North 53 ° 23' West 120. 7 feet to the point of beginning. (Parcel No. 02-0022-0050)

EXHIBIT B

(Plat Map)

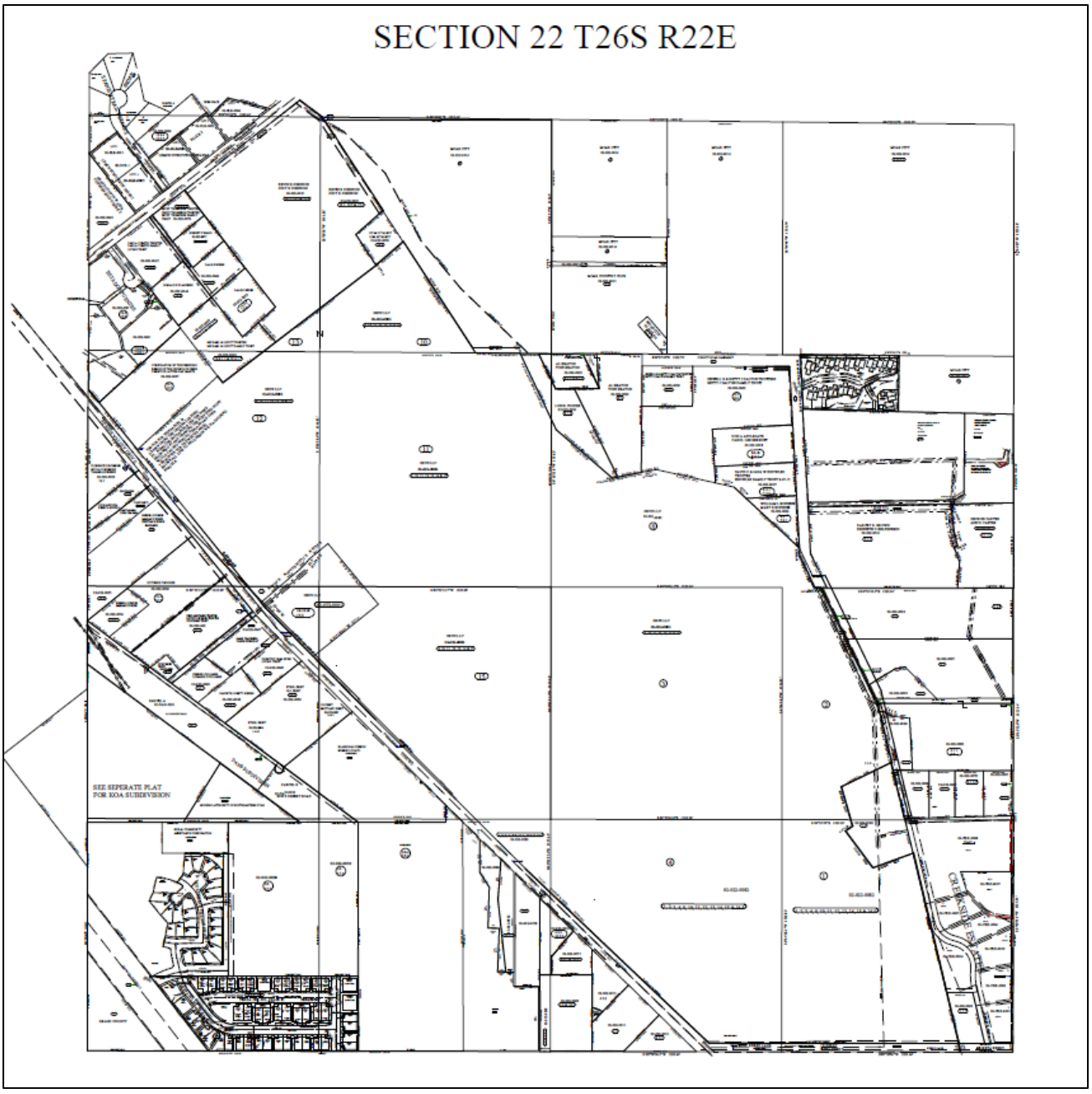


EXHIBIT C

(Association Bylaws)

BYLAWS OF THE

DESERT SOL HOMEOWNERS ASSOCIATION

ARTICLE I

1.1 Name and Location. The name of the corporation is Desert Sol Homeowners Association, hereinafter referred to as the "**Association**." The principal office of the Association shall be located at 7585 S. Union Park Ave., Ste 200, Salt Lake City, Utah 84047 (or at such other location as the Board may designate), but meetings of Owners and Board Members may be held at such other places within or without the State of Utah as may be designated by the Board.

ARTICLE II
DEFINITIONS

2.1 "Association" means the Desert Sol Homeowners Association, a non-profit corporation and its successors and assigns.

2.2 "Association Act" means the Community Association Act, Utah Code § 57-8a-101, *et seq.*

2.3 "Board" means the Board of Directors of the Association, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

2.4 "Bylaws" means these *Bylaws of the Desert Sol Homeowners Association*, as the same may be amended from time to time in accordance with their terms and provisions.

2.5 "Declarant" means the Declarant identified in the Declaration and any successor to whom the rights, privileges, and obligations of the Declarant are assigned.

2.6 "Declaration" means the *Declaration of Covenants, Conditions, and Restrictions for Desert Sol*, filed of record in the Grand County Recorder's Office in the State of Utah, as the Declaration may be amended from time to time in accordance with its terms and provisions. These Bylaws shall be recorded against the same property encumbered by the Declaration.

2.7 "Director" means an individual who is a member of the Board.

2.8 "Lot" means the individually subdivided and numbered residential parcels identified on the Plat Map identified in the Declaration, and any amendments thereto.

2.9 "Nonprofit Act" means the Utah Revised Nonprofit Act, Utah Code § 16-6a-101, *et seq.*, as amended.

2.10 "Period of Declarant's Control" means the time during which the Declarant retains the right to exercise administrative control of the Association and shall have the other rights and privileges as set forth in the Declaration. The Period of Declarant's Control shall continue until such time as Declarant sees fit to, by written notice, transfer administrative control of the Association to the Owners, but in no event shall the Period of Declarant's Control extend beyond the time which is one hundred twenty (120) days after one hundred percent (100%) of the Lots in the Project have been conveyed to individual residential purchasers.

2.11 "Project" means the Desert Sol which Declarant will develop on the Property.

2.12 "Property" means the real property located in Grand County, State of Utah, which is encumbered and burdened by the Declaration and these Bylaws as identified in the Declaration.

2.14 All other capitalized terms used herein have the meanings stated elsewhere in these Bylaws or in the Declaration.

ARTICLE III
MEMBERSHIP IN ASSOCIATION; VOTING; MEETING OF OWNERS

3.1 Membership in Association. Declarant, so long as Declarant owns a Lot, and every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to ownership of any Lot. Each Lot in the Project shall be entitled to one (1) vote. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Lot is owned by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. Ownership of a Lot within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, conveyance or other disposition of a Lot shall constitute a devise, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. The foregoing is not intended to include conveyances made solely for the purpose of securing performance of an obligation.

3.2 Voting. Unless otherwise provided for herein, or required by the Declaration, all matters submitted to a vote shall be by a majority vote of all votes cast. Notwithstanding the foregoing, during the Period of Declarant's Control, Declarant may act in all Association matters with or without a vote of the Owners. To the extent any matters are submitted to a vote of the Owners during the Period of Declarant's Control shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Lot must be cast as one vote, and fractional votes shall not be allowed. In the event that

a Lot is owned by more than one (1) Owner the vote for the Lot shall be cast as such Owners decide among themselves. In the event such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Lot, the vote for that Lot shall be deemed void and shall not be counted.

3.3 Annual Meeting. During the Period of Declarant's Control, the annual meeting shall be held at a place and time determined by the Declarant. Thereafter, the annual meeting of the Association shall be held at a place and time determined by the Board. The Board may change the date of the annual meeting provided it gives reasonable advance notice to all Owners.

3.4 Special Meetings. During the Period of Declarant's Control, the Declarant shall have the sole right to call a special meeting. Thereafter, special meetings of the Association may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty-three percent (33%) of all of the total votes of the Association.

3.5 Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the Secretary / Treasurer or person authorized by the Board to call the meeting, by mailing a copy of such notice, postage prepaid, or by email, text or other mode of electronic or digital communication, to the extent not prohibited by law, at least ten (10) days, and no more than sixty (60) days, before such meeting to each Owner entitled to vote, addressed to the Owner's address, email address, number for text, or other mode of electronic or digital communication last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, the purpose of the meeting. The President of the Association will chair meetings of the Owners. The presence of an Owner at a meeting shall be deemed to waive any objection such Owner has to the form and scope of the notice unless such Owner objects at the outset of the meeting.

3.6 Quorum. Except for meetings addressing an amendment of these Bylaws, an amendment of the Declaration, or other matters for which the affirmative votes of a certain percentage of Owners is required for approval, the Owners present in person or by proxy at a meeting of the Association shall constitute a quorum. Where a certain percentage of affirmative votes of Owners is required to approve an action and such action is to be discussed at the meeting, a quorum shall consist of not less than the number of affirmative votes required to approve such action.

3.7 Proxies. At all meetings of the Association, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary / Treasurer or any professional manager the Association chooses to retain. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Lot.

ARTICLE IV

BOARD; SELECTION; TERM OF OFFICE

4.1 Number, Selection and Tenure. The Association will have not less than three (3) and not more than seven (7) Directors. Initially, the Board will have three (3) Directors who will be selected by the Declarant. The Declarant shall decide who serves on the Board during the Period of Declarant's Control and may increase the number of Directors. After the Period of Declarant's Control, the Board will consist of seven (7) Directors. Within ninety (90) days after the end of the Period of Declarant's Control, the Association shall hold an election at which the Owners shall be entitled to elect all seven (7) Directors. Upon such election, the terms of the Directors will be staggered as follows: the two (2) Directors receiving the highest number of votes in such election shall serve for an initial term of three (3) years; the three (3) Directors receiving the next highest number of votes shall serve for an initial term of two (2) years; and the two (2) Directors receiving the next highest number of votes shall serve for an initial term of one (1) year. After the expiration of the initial terms, all Directors shall serve terms of two (2) years. After the Period of Declarant's Control, the Board may change the number of Directors on the Board by the vote of a majority of Directors. In addition, after the Period of Declarant's control the Owners may change the number of Directors by the vote of a majority of Owners. Notwithstanding the foregoing, there shall always be an odd number of Director slots and the terms of the Directors shall be staggered. Notwithstanding the foregoing, Declarant may, at Declarant's discretion, allow one (1) or more seats on the Board to be filled by an Owner chosen by the Members of the Association at any time during the Period of Declarant's Control. Such action shall not be deemed as a termination of the Period of Declarant's Control or a waiver of any of the rights of Declarant as provided herein.

4.2 Removal and Replacement. After the Period of Declarant's Control, a Director may be removed with or without cause by a majority vote of the other Directors or by a majority vote of the Owners at a meeting of the Owners called for the purpose of voting on removal. If a Director is removed, the remaining Directors (provided there are at least two (2) Directors serving) shall determine a replacement Director to fill the remainder of the term of the removed Director. If the Board cannot determine a replacement, or if there are not two (2) directors then serving, the Owners shall fill vacancies on the Board at a meeting called for the purpose of filling vacancies.

4.3 Indemnification. In the event that any legal claim or action is asserted or commenced against a Director or Officer for actions undertaken in his role as a member of the Board or as an Officer of the Association, whether or not such Director or Officer is still acting in their official capacity, the Association shall indemnify such Director or Officer for losses or claims, and undertake all costs of defense, until and unless it a court of competent jurisdiction determines that such Director or Officer acted with willful or wanton misfeasance or with gross negligence. After such determination, the Association is no longer liable for the cost of defense and may recover costs already expended from the Director or Officer who so acted.

ARTICLE V
MEETINGS OF THE BOARD OF DIRECTORS

5.1 Regular Meetings. Meetings of the Board shall be held as frequently as the Board

deems appropriate, but at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a weekend or legal holiday, then that meeting shall be held at the same time on the next day which is not a weekend or legal holiday.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than five (5) days written notice to each Director.

5.3 Open Meetings. After the Period of Declarant's Control, meetings of the Board shall be open to the Owners or Owners' agents except in cases where the Nonprofit Act permits private meetings. After the Period of Declarant's Control, any Owner may request notice of all meetings of the Board, in which case the Board shall provide notice of all meetings to such Owner not less than 48 hours prior to such meeting.

5.3 Quorum and Voting. A majority of the number of Directors shall constitute a quorum for the transaction of business. During the Period of Declarant's Control, all matters requiring a vote of the Directors or otherwise submitted to a vote of the Directors shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all matters submitted to a vote of the Directors shall be decided by the votes of the Directors. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board and of the Association.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD; APPLICABILITY OF THE ACTS

6.1 Powers. The Board shall have power to:

6.1.1 Adopt and publish Rules and Regulations governing the use of the common areas within the Neighborhood or as shown on the Plat Map or identified in the Declaration ("**Common Areas**"), and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

6.1.2 Adopt and publish other Rules and Regulations for the management of the Association as are not in conflict with the Association Act, the Declaration, or these Bylaws.

6.1.3 As the Board deems necessary, employ a professional manager, or other independent contractors or employees, to carry out the functions of the Association and exercise the powers of the Board which are properly the subject of delegation; and

6.1.4 Exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Association Act, the Declaration, or the Articles of Incorporation.

6.2 Duties. It shall be the duty of the Board to:

6.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by the Owners who are entitled to vote thirty-three percent (33%) of the total votes;

6.2.2 Supervise any professional manager and all Officers, agents and employees of this Association, and to see that their duties are properly performed;

6.2.3 After the Period of Declarant's Control, do each of the following in the manner set forth in the Declaration:

6.2.3.1 Prepare the budget for the Association as provided in the Declaration and Section 10.1 of these Bylaws;

6.2.3.2 Fix the amount of the annual assessment assessed against each Lot and fix the amount of any supplemental assessments or special assessments applicable to any Lots;

6.2.4 Send written notice of each annual assessment to every Owner subject thereto at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period and similar notice for imposition of each supplemental assessment or special assessment; and

6.2.5 Foreclose the lien (at the option of the Board) against any Lot for which assessments are not paid in the manner provided for in the Association Act and the Declaration or to bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same;

6.2.6 Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid and to charge a reasonable fee for the issuance of these certificates;

6.2.7 Procure and maintain insurance as required by the Declaration and the provisions of the Association Act relating to insurance;

6.2.8 Establish a reserve fund and conduct a reserve fund analysis in accordance with the provisions of the Association Act relating to reserve funds;

6.2.9 Cause all Officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

6.2.10 Cause the Common Areas to be properly maintained and managed.

6.3 Legal Action Involving Declarant. Neither the Board nor any other person or entity

acting, or purporting to act, on behalf of the Association shall file, commence, or maintain any lawsuits or legal proceedings of any nature against Declarant, the individual managers, owners, members, or officers of Declarant, Declarant's contractors, or any other person or entity involved in the construction of the Units or Units thereon unless and until all of the "MANDATORY DISPUTE RESOLUTION REQUIREMENTS" set forth in the Declaration have been satisfied.

6.4 Applicability of the Association Act. The provisions of the Association Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

6.5 Applicability of the Nonprofit Act. The provisions of the Nonprofit Act shall apply and govern the operations and dealings of the Association to the extent not otherwise provided in these Bylaws, the Declaration, or the Articles of Incorporation.

ARTICLE VII
OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The following positions shall constitute the officers of this Association ("**Officers**"): a President, a Vice-President, a Secretary / Treasurer, and such other Officers as the Board may from time to time by resolution create.

7.2 Selection of Officers. The Declarant shall select the three (3) initial Officers, and the Declarant shall decide who serves as Officers during the Period of Declarant's Control. After the Period of Declarant's Control, the Board shall annually, at the next meeting of the Board after the Association's annual meeting, select the Officers. After the Period of Declarant's Control, all Officers shall be members of the Board.

7.3 Term. After the Period of Declarant's Control, the Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.

7.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.5 Resignation and Removal. After the Period of Declarant's control, any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary / Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6 Vacancies. After the Period of Declarant's Control, a vacancy in any office may be filed by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

7.7 Multiple Offices. Members of the Board may be Officers in the Association. No person shall simultaneously hold more than one (1) of any of the offices identified above, except in the case of special Officers created pursuant to Section 7.4, above.

7.8 Duties of Officers. The duties of the Officers are as follows:

7.8.1 President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all written contracts or agreements of the Association. The President shall execute any amendments to the Declaration and deliver the same to the Secretary / Treasurer for certification and recordation, provided approval for such amendment has been obtained as provided in the Declaration.

7.8.2 Vice-President. The Vice-President shall act in the place and stead of the President in the-event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

7.8.3 Secretary / Treasurer. The Secretary / Treasurer shall record the votes and keep the minutes of all things and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; certify that any amendments to the Declaration have received the required approval and have been executed by the President and shall record the same; and shall perform such other duties as required by the Board. The Secretary / Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep the Associations book and accounts; and shall assist the Board with the preparation of the annual budget to be presented to the Owners as provided herein.

ARTICLE VIII
COMMITTEES

8.1 Committees Authorized. The Board may appoint Committees as it deems appropriate for carrying out the purposes of the Association.

ARTICLE IX
BOOKS AND RECORDS

9.1 Open Records. Notwithstanding Section 6.2.1, above, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations promulgated by the Board shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X
BUDGET AND ASSESSMENTS

10.1 Budget. The Board shall prepare an annual budget showing the estimated expenses of the Association and the anticipated annual assessment for the following year attributable to each Lot. The budget shall be completed and distributed to the Owners on or before December 1 of each year.

10.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

10.3 Payment of Assessments. As more fully set forth in the Declaration, and subject to the exemptions set forth in the Declaration, each Owner is obligated to pay to the Association all assessments, and the Owner's obligation to pay such assessments is secured by a continuing lien upon the Owner's Lot. Any assessment which is not paid when due is delinquent. If the assessment is not paid on time, then the Board has the authority to establish late fees and collect the same from the delinquent Owner. The Board, in the name of the Association, may bring an action at law against the Owner personally obligated to pay the assessments and late fees or foreclose the lien against the Lot in the manner provided by the Association Act, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments and late fees provided for herein or provided in the Declaration by nonuse of the Common Areas or abandonment of his or her Lot.

10.4 Set-up Fee. In addition to the assessments identified in the Declaration, the Association may charge an administrative set-up fee whenever a new Owner takes title to a Lot. The amount of any set-up fee will be determined by the Board in accordance with these Bylaws and may be adjusted by the Board from time to time. The set-up fee will be used to offset the administrative, data entry, and recordkeeping costs associated with the change of ownership from one Owner to another.

ARTICLE XI
AMENDMENTS

11.1 Amendment. During the Period of Declarant's control, the Declarant shall have the right to amend these Bylaws without the consent of any other Owner. Any other amendment proposed during the Period of Declarant's Control must be approved by sixty-seven (67%) of the members of the Association and must also be approved by the Declarant in writing before it can be effective. After the Period of Declarant's Control, these Bylaws may be amended, at a regular or special meeting of the Association, by a vote, in person or by proxy, of the Owners entitled to cast at least sixty-seven percent (67%) of the total votes of the Association; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended (in accordance with the amendment requirements of the Declaration) to resolve such inconsistency or

contradiction.

11.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII
MISCELLANEOUS

12.1 Governing Law. These Bylaws shall be governed by, and interpreted in accordance with, the laws of the State of Utah.

12.2 Severability. If any section, term, or provision of these Bylaws is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration which shall all remain in full force and effect.

12. 3 No Waiver. The failure by the Declarant or the Association to enforce any term or provision of these Bylaws shall not be deemed as a waiver of the right to thereafter enforce such term or provision.

BYLAWS FOR THE DESERT SOL OWNERS SUB-ASSOCIATION

_____ __, 2022

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1. BYLAWS OF THE DESERT SOL OWNERS SUB-ASSOCIATION

ARTICLE 1

BYLAW APPLICABILITY/DEFINITIONS

1.1 Purpose of Bylaws. These Bylaws are adopted for the regulation and management of the affairs of the Desert Sol Owners Sub-Association, a Utah nonprofit corporation (the "**Sub-Association**"), organized to be a sub-association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions for Discovery Sub-Association, as amended or supplemented from time to time (the "**Sub-Association Declaration**"), to govern the administration of the attached Townhome Units within the Desert Sol Owners Subdivision (the "**Development**"), as provided in the Sub- Association Declaration and to further the interests of "**Townhome Owner(s)**" of "**Townhome Lots**" within the Development.

1.2 Subject to Master Association Declaration. The Sub-Association is also subject to that certain Declaration of Covenants, Conditions, and Restrictions for the Desert Sol Master Owners Association recorded in the Office of the Grand County Recorder on _____ as _____ (the "**Master Declaration**"), as amended.

1.3 Definitions. The capitalized terms used in the Bylaws shall have the same meaning given to them in the Sub-Association Declaration, and in the absence of a defined term in the Sub-Association Declaration, the capitalized terms shall have the same meaning given to them in the Master Declaration, unless otherwise specifically stated.

1.4 Bylaw Applicability. The provisions of these Bylaws are binding upon the Sub-Association and the Townhome Owners. All present and future Townhome Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Townhome Lot constitutes an acknowledgment that the Townhome Owner has agreed to and ratified these Bylaws and will comply with them.

ARTICLE 2

SUB-ASSOCIATION

2.1 Composition. All of the Townhome Owners acting as a group in accordance with the Governing Documents shall constitute the Sub-Association. Except for matters specifically reserved for a vote of the Townhome Owners, the Sub-Association Board, on behalf of the Townhome Owners, shall administer the Sub-Association's affairs.

2.2 Annual Meeting. Annual meetings shall be held once a year after the Turn Over Meeting. The Sub-Association Board shall determine the date, time, and place of the annual meeting. The Sub-Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. At the annual meeting the Sub-Association shall conduct the following business in any order the Sub-Association Board sees fit:

2.2.1 Roll call and verification of quorum;

2.2.2 Approval of minutes from preceding annual meeting;

2.2.3 Reports of officers, if any;

2.2.4 Special committee reports, if any;

2.2.5 Election of Directors;

2.2.6 Review of reserve analysis;

2.2.7 Unfinished business from preceding annual meeting, if any; and

2.2.8 New business, if any.

2.3 Special Meeting of Townhome Owners. Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Townhome Owners in good standing. The Sub-Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Sub-Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting. Meetings shall be held at a place designated by the Sub-Association Board and stated in the notice of meeting. Meetings shall be held in Summit County, State of Utah.

2.5 Conduct of Meeting. The President shall preside over all meeting of the Sub-Association, unless the President delegates this function to someone else. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting, unless delegated to someone else.

2.6 Quorum. A quorum shall be the Townhome Owners present in person or by proxy at a meeting.

2.7 Voting. The Sub-Association shall initially have the following two classes of votes:

2.7.1 Class A. Class A Members shall be all Townhome Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Townhome Lot in which the interest required for membership in the Sub-Association is held. In no event, however, shall more than one Class A vote exist with respect to any Townhome Lot.

2.7.2 Class B. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Townhome Lots and who is designated as such in a recorded instrument executed by Declarant. The Class B

Member shall originally be entitled to three (3) votes per Townhome Lot owned. The Class B membership shall terminate, and Class B membership shall convert to Class A Membership upon the happening of the earlier of the following (herein referred to as the "**Event**" or "**Events**"):

(a) Four (4) months after one hundred percent (100%) of the Townhome Lots have been sold; or

(b) Ten (10) years after the recording of this Sub-Association Declaration in the Office of the Recorder of Summit County, Utah; or

(c) When, in its sole discretion, Declarant so determines. If and when Declarant elects to relinquish control of the Sub-Association, Declarant shall send written notice of such relinquishment to the Sub-Association. The notice shall state the effective date of the relinquishment, which date shall be the effective date of the Event.

From and after the happening of the first to occur of the Events, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Townhome Lot owned, (ii) the Sub-Association Board of Directors shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Townhome Owners of the termination of the Class B Member status, and (B) elect a new Sub-Association Board of Directors in accordance with Section 3.2.

2.7.3 If a Townhome Lot is owned by more than one Person and multiple Townhome Owners are present at a meeting, the vote appertaining to that Townhome Lot shall be cast by agreement of a majority of the Townhome Owners of such Townhome Lot. If a Townhome Lot is owned by more than one Person and a single Townhome Owner is present at a meeting, the vote appertaining to that Townhome Lot shall be cast by the Townhome Owner present. The Sub-Association may conclusively presume the consent of all a Townhome Lot's Townhome Owners when a vote is cast by a Townhome Lot with multiple Townhome Owners.

2.7.4 Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Townhome Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing. A Townhome Owner shall be in good standing if he has paid assessments levied against his Townhome Lot, including late fees, interest, fines, collection costs, and attorney fees and does not have any outstanding violations of the governing documents for which the Townhome Owner has been sent notice. A Townhome Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies. A Townhome Owner in good standing may vote or otherwise act by proxy. A Townhome Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Sub-Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Townhome Owner. Any proxy appointment form that does not contain a proxies name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Townhome Owner's attendance at a meeting, a signed and dated revocation delivered to the Sub-

Association, a subsequent proxy appointment, notice of death or incapacity of the Townhome Owner, or the passage of 11 months.

2.10 Mail-in Ballots. Any action requiring a vote of the Townhome Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote. Any action requiring a vote of the Townhome Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

2.12 Record Date. The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Sub-Association Board may change the record date prior to sending notice of the action. The Townhome Owners shown on the records of the Sub-Association on the record date shall be the people entitled to vote on an action.

ARTICLE 3

SUB-ASSOCIATION BOARD OF DIRECTORS

3.1 Number and Qualification of Directors. There shall be no less than three (3) and no more than five (5) Directors and there must be an odd number of Directors. Except for Directors appointed by Declarant, Directors must be Members in good standing. A majority of the Directors must not be Members of a sub-association formed pursuant to the Sub-Association Declaration.

3.2 Selection and Term of Directors. Prior to the Turnover Meeting, Directors shall be appointed by the Declarant. After the Turnover Meeting, Directors shall be elected by the Townhome Owners. Directors shall serve for a term of two years and shall serve until their successors have been elected. There is no limit on the number of terms a Townhome Owner may serve as a Director. Directors terms shall be staggered as follows: (i) two Directors shall be elected in years ending with an even number; and (ii) three Director shall be elected in years ending with an odd number. At the initial election of the Directors, the newly elected Directors shall determine their terms, but must do so such that this same staggering occurs.

3.3 Vacancies. After the Turnover Meeting, Director vacancies for any reason other than removal by vote of the Sub-Association shall be filled by vote of a majority of the remaining Directors. The Sub-Association Board shall conduct a board meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Townhome Owners' meeting, then the vacancy shall be filled by vote of the Townhome Owners. The replacement Director elected by the Townhome Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors. After the Turnover Meeting, a Director may be removed at a Special Meeting with or without cause by vote of a majority of all Townhome Owners. If the Townhome Owners propose to remove a Director, the Sub-Association shall give the Director and Townhome Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Townhome Owners, the Townhome Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

After the Turnover Meeting, any Director who allows his Assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Sub-Association Board. The Sub-Association Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

After the Turnover Meeting, any Director who fails to attend three successive Sub-Association Board Meetings may be removed and replaced by a vote of a majority of the Sub-Association Board. However, if any Director fails to attend three successive Sub-Association Board Meetings, but then attends a Sub-Association Board Meeting before a majority of the Sub-Association Board takes action to remove and replace that Director, the opportunity for removal based on those three successive absences terminates.

3.5 Organization Meeting. The Directors shall hold a meeting following the annual Townhome Owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted at the next regular meeting of the Sub-Association Board or may be conducted at a special meeting.

3.6 Regular Meetings. The Sub-Association Board shall hold regular meetings. The Sub-Association Board shall determine frequency, times, and locations of regular meetings. However, the Sub-Association Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least three days prior to the meeting.

3.7 Special Meetings of the Sub-Association Board. A Director may call a special meeting of the Sub-Association Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings. The President shall preside over all meetings of the Sub-Association Board, unless otherwise delegated. The Secretary shall take minutes of the Sub-Association Board meetings and shall make record of all resolutions, unless otherwise delegated.

3.9 Quorum. A majority of the Sub-Association Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

3.10 Notice and Waiver of Meeting Notice. Notice to Directors may be personally delivered, mailed, or delivered by any available electronic mean, including, without limitation: text, email, fax, or posting on the website. Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action without Meeting. Any action by the Sub-Association Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Sub-Association shall file the written votes with its record of minutes.

3.12 Powers and Duties. The Sub-Association Board shall manage the affairs and business of the Sub-Association. The Sub-Association Board is vested with all power and authority necessary to administer the affairs of the Sub-Association in accordance with the Governing Documents. The Sub-Association Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law. Subject to the limitations contained in the Sub-Association Declaration, Bylaws, or Community Association Act, the Sub-Association Board shall have the following authority:

3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;

3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Townhome Common Areas, administration of the Sub-Association, and to enforce and interpret the Governing Documents;

3.12.3 Delegate authority to a managing agent to act on behalf of the Sub-Association;

3.12.4 Provide for the maintenance, repair, and replacement of the Townhome Common Areas;

3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance, repair and replacement of the Townhome Common Areas, and administration of Sub-Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Sub-Association;

3.12.6 Open and maintain bank accounts on behalf of the Sub-Association. Designate authorized signers for the bank accounts;

3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Sub-Association;

3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Sub-Association;

3.12.9 Enter into contracts on behalf of the Sub-Association;

3.12.10 Pay costs of any services rendered to the Project or multiple Townhome Owners, but not billed to the Townhome Owners individually;

3.12.11 Keep books with detailed accounts of the receipts and expenditures of the Sub-Association. Make the books available to the Townhome Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Sub-Association Board, retain an independent auditor to audit the books;

3.12.12 Grant easements, licenses, or permission over, under, and through the Townhome Common Areas;

3.12.13 Upon approval by 75% of the Members, to convey Townhome Common Areas;

3.12.14 Create committees;

3.12.15 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;

3.12.16 Any act allowed or required to be done in the name of the Sub-Association.

3.13 Manager. The Sub-Association Board shall employ a manager to perform such duties and services as the Sub-Association Board shall authorize. The Sub-Association Board may delegate to the manager all powers granted to the Sub-Association Board and officers by the Governing Documents.

3.14 Compensation. Directors shall not be compensated for their work. However, Directors may seek reimbursement for actual costs and mileage incurred during their service.

3.15 Limitation of Liability. The Directors shall not be liable to the Townhome Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Sub-Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Sub-Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or gross negligence.

ARTICLE 4

OFFICERS

4.1 Election and Term of Officers. The Sub-Association Board shall elect the officers of the Sub-Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

4.2 Removal of Officers. The Sub-Association Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Sub-Association Board. If an officer is removed, the Sub-Association Board shall replace them.

4.3 Offices. The Sub-Association officers shall be President, Vice President, Secretary, and Treasurer. The Sub-Association Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the President, the same person may hold two offices.

4.3.1 President. The President shall be the chief executive officer. The President shall preside at meetings of the Sub-Association and the Sub-Association Board. The President shall be an unofficial member of all committees. The President shall have general and active management of Sub-Association business. The President shall see that all resolutions and policies of the Sub-Association are executed.

4.3.2 Vice President. The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President. If the President and Vice President are unable to act, the Sub-Association Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary. The Secretary shall attend all meetings and take minutes thereof, unless otherwise delegated. The Secretary shall also make record of all resolutions, rule, policies, and procedures. The Secretary shall give or cause to be given notice of all meetings. The Secretary shall compile or cause to be compiled a complete list of the owners and their contact information.

4.3.4 Treasurer. The Treasurer shall oversee the finances of the Sub-Association. The Treasurer shall be responsible to ensure that the Sub-Association has full and accurate records of income and expenses. The Treasurer shall give financial reports at regular Sub-Association Board meetings and the annual Townhome Owners' meeting.

4.4 Delegation of Duties. The Sub-Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation. Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs and mileage incurred during their service.

ARTICLE 5

NOTICE

5.1 Manner of Notice. All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Townhome Owners may be delivered using the following methods:

(a) By professional courier service or first-class U.S. mail, postage prepaid, to the address of the Townhome Lot or to any other address designated by the Townhome Owner in writing to the Sub-Association;

(b) By hand to the address of the Townhome Lot or to any other address designated by the Townhome Owner in writing to the Sub-Association;

(c) By posting on the Sub-Association website; or

(d) By facsimile, electronic mail, or any other electronic means to a Townhome Owner's number or address as designated by the Townhome Owner in writing to the Sub-Association.

5.1.2 Notice to the Sub-Association may be delivered using the following methods:

(a) By professional courier service or first-class U.S. mail, postage prepaid, to the principal office of the Sub-Association as designated in writing to the Townhome Owners; or

(b) By facsimile, electronic mail, or any other electronic means to the Sub-Associations official electronic contact as designated in writing to the Townhome Owners.

(c) Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means, including, but not limited to the Sub-Association website and shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice. Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

ARTICLE 6

FINANCES

6.1 Fiscal Year. The fiscal year of the Sub-Association shall be the calendar year.

6.2 Checks, Agreements, Contracts. All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations may be executed by any person authorized by the Sub-Association Board.

6.3 Availability of Records. Sub-Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

ARTICLE 7

AMENDMENT TO BYLAWS

7.1 Amendments. These Bylaws may be amended by the Sub-Association Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended at a Special Meeting by a majority vote of all Townhome Owners. Prior to the Turnover Meeting, the Declarant shall have the right to unilaterally amend these Bylaws, notwithstanding any other provision to the contrary.

7.2 Recording. Any amendment to these Bylaws shall become effective on the date it is signed by the President or Vice President.

ARTICLE 8

MISCELLANEOUS

8.1 Office. The principal office of the Sub-Association shall be located at any place within the State of Utah which may be designated from time to time by the Sub-Association Board.

8.2 Conflicts. The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles of Incorporation, the Plat Map, or the Sub-Association Declaration. The Bylaws are superior to the rules, regulations, and policies of the Sub-Association.

8.3 Severability. If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver. No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions. The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender, etc. Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

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

AGENCY MANAGER
Dana Van Horn

OPERATING COMMITTEE
Dan Pyatt (President)
Gary Wilson (V President)
Mike Holyoak
Jerry McNeely
Rex Tanner
Rick Thompson
Dale Weiss

FORMING BOARDS:

SVW&SID
Gary Wilson (Ch.)
Mike Holyoak (V Ch.)
Dale Weiss (Treas.)
Rick Thompson (Clerk)
Ken Helfenbein

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

GCSSWD
Gary Wilson (Ch.)
Mike Holyoak (V. Ch.)
Rani Derasary
Trisha Hedin
Rick Thompson

Memorandum

TO: Jenna Gorney

FROM: Dana Van Horn

SUBJECT: Desert Sol

DATE: 4/26/2022

CC: Glen Lent

Jenna,

GWSSA has reviewed the civil plans dated April 18, 2022, for the Desert Sol project located at 3058 S. Spanish Valley Drive. All comments made by GWSSA regarding the water and sewer laterals have been addressed in this set of plans. GWSSA recommends approval of the plans as provided.

If you have any questions; please feel free to contact me at the number above.

Sincerely,

Dana Van Horn
Agency Manager

HORROCKS
ENGINEERS

2162 West Grove Parkway, Ste 400
Pleasant Grove, Utah 84062
801-763-5100
www.horrocks.com

May 11, 2022

Subject: Desert Sol formerly Sundance Village

Jenna Gorney, Zoning and Planning
Grand County
125 E. Center
Moab, Utah 84532

Dear Jenna:

We have reviewed the construction drawings, drainage plans and OPCC for Desert Sol, which are still dated March 28, 2022, prepared by City Consultants.

Civil Plans – Revised set stamped and dated April 18, 2022, by Greg Day. Approved. See attached Grand County approved May 11, 2022, set attached.
Sundance Court private lane will be completed to allow for emergency vehicle access for the development.

Drainage Plans – Drainage plans dated Update March 30, 2022, approved. Grand County approved stamp dated April 5, 2022, previously submitted.
A detailed maintenance plan is to be submitted and included in the HOA commitments.

OPCC: Recommend acceptance and surety from the OPCC dated and signed May 11, 2022 in the amount of $1,686,689.93.

The NOI and SWPP Plan will be submitted to the County prior to beginning construction. County will be notified prior to beginning construction to coordinate inspections. Submit all required materials testing data per County (APWA) requirements.

If you have any questions or concerns, please feel free to call me.

Sincerely,
HORROCKS ENGINEERS

David Dillman, PE
Principal

cc: file,
Bill Jackson

Agenda Summary GRAND COUNTY COMMISSION June 21, 2022 AGENDA ITEM:	
TITLE:	Public hearing to consider an ordinance approving the Tin Roof Cabin Resort Overnight Accommodations Overlay-Campground district to 17.25 acres of Parcel No. 04-0025-0059, a partial rezone, within the Southwest Quarter of Section 29, T25S, R25E, SLBM, T25S, R25E, SLBM (La Sal Mountain area near Hidden Lake)
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Associate Planner

Prepared By:
ELISSA MARTIN
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete

POSSIBLE 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) to approve/deny the Tin Roof Cabin Resort Overnight Accommodations Overlay–Campground district to 17.25 acres of Grand County Parcel No. 04-0025-0059 (if approving) [and associated Master Plan attached hereto as Exhibit A and OAO Development Agreement with the following conditions:

   1. Development is limited to twelve (12) recreational vehicle, cabin, or tent sites for overnight accommodation;

   2. Overnight accommodations are not permitted on Owner/Developer's remaining 356.58 acres; and

   3. 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

PLANNING COMMISSION RECOMMENDATION: UNFAVORABLE

In a public hearing on February 14, 2022, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and voted 4 to 2 to send an unfavorable recommendation to the Grand County Commission. The Planning Commission stated concerns related to additional volume of traffic and fire hazards due to the location of the development being surrounded by national forest. The Planning Commission also expressed the importance of evaluating future land use in this area through the current general plan update process before considering approving similar applications.

COUNTY ATTORNEY RECOMMENDATION: OPPOSE

1. 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.
5. The County Attorney opposes partial rezones of real property, especially where the rezone boundaries are not easily relatable to property boundaries and/or conditions on the ground.

BACKGROUND:

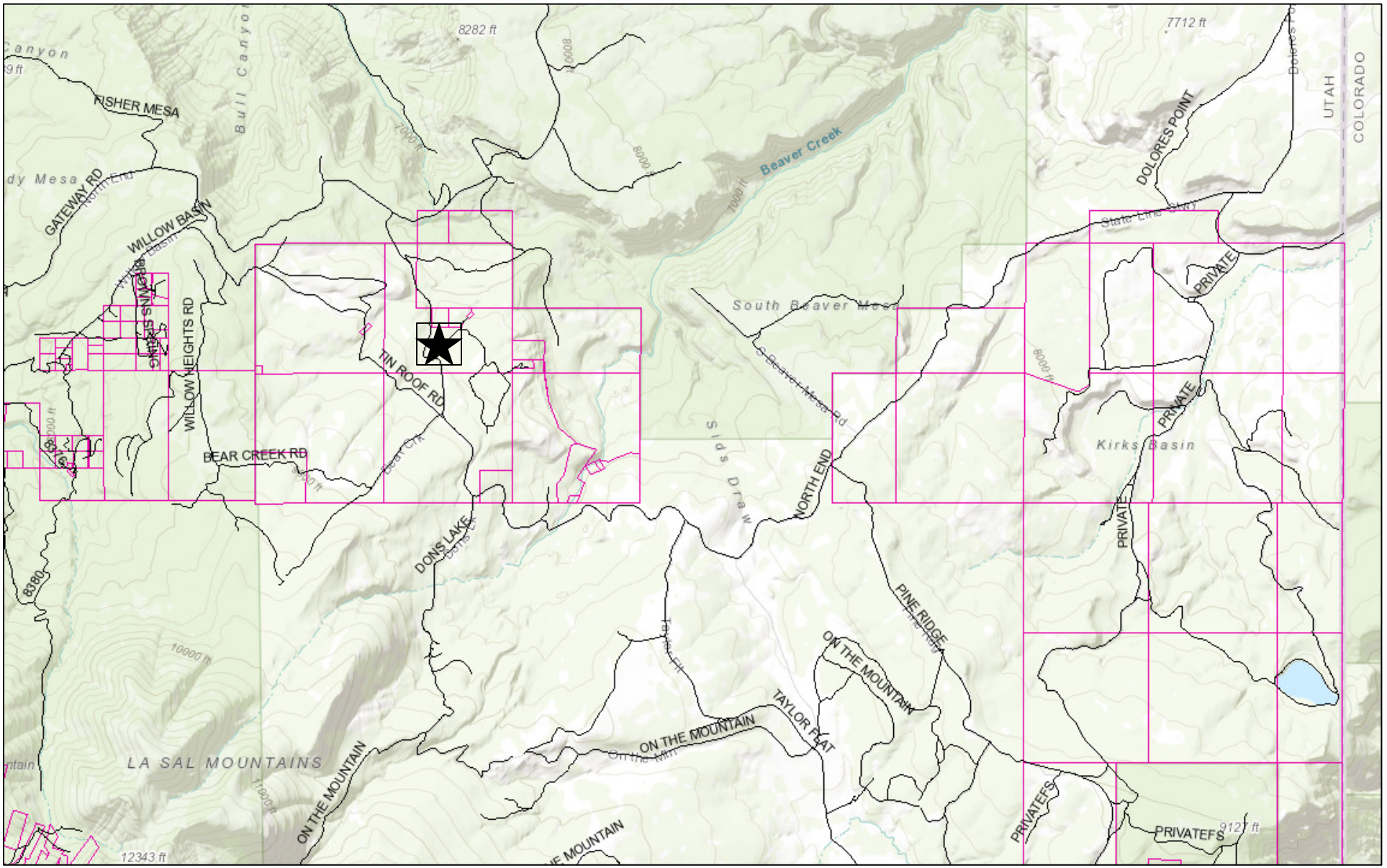
The property has historically been ranch lands within the La Sal Mountains and is zoned Range & Grazing. The proposed location for the 12 cabins is approximately one mile from Hidden Lake. The OAO is being requested as a partial rezone (17 acres), as the parcel is 373 acres and the owner does not wish for the entire parcel to be zoned for OAO.

ATTACHMENT(S):

1. Vicinity Map
2. Staff Report

3. Boundary Survey
4. Master Plan
5. Applicant Statement & Master Plan Narrative
6. Development Agreement
7. OAO Application (Available Upon Request)

Vicinity Map



STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: February 14th, 2022

TO: Grand County Commission

SUBJECT: Tin Roof Cabin Resort Overnight Accommodation Overlay (OAO) – Campground Application

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PROPERTY OWNER: Jick Taylor, V

PROP. OWNER REP: Tim Keogh

PROPERTY ADDRESS: 7495 E Gateway Rd/ Parcel No. 04-0025-0059

SIZE OF PROPERTY: 373.83 Acres

EXISTING ZONE: Range & Grazing

EXISTING LAND USE: Recreation and Ranch Lands

ADJACENT ZONING AND LAND USE(S): Zones: Range & Grazing (RG), undeveloped ranch lands

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APPLICATION TYPE
Overnight Accommodation Overlay (OAO) - Campground

APPLICATION PROCEDURE
Decision Type: Legislative

Public Notices:	Public Meeting at:	Public Hearing at:
	Planning Commission	Planning Commission
	County Council	County Commission

Attachments:

1. Rezone Applicant Packet
    a. Boundary Survey
    b. Master Plan
    c. Applicant Statement per section 9.2.5 (Rezoning Issues for Consideration)
    d. Master Plan narrative
    e. Development Agreement
2. Ordinance

SUMMARY OF REQUEST
This is a request for the OAO-Campground District for 17.25 acres of Parcel 04-0025-0059 for the purpose of developing a seasonal, remote, 12 cabin resort in the La Sal Mountain area that will support 2 employees.

All noticing requirements were met for this application.

PROPERTY HISTORY
The property is zoned Range and Grazing and has historically consisted of wilderness and vast ranch lands, used for livestock grazing.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The project includes a 1,000 ft. access road through the development that ends at an emergency turn around at the north end of the property. Each of the 12 cabins would be accessed via a 20' wide approach driveway coming from the left and right of the access road. An engineered septic system will be designed to collect wastewater from each cabin and deliver the wastewater to a leech field at the north end of the property. Potable water will be hauled and stored in a cistern to be delivered via buried pipe to each cabin. The property will be developed to fire safety standards, including implementing fuel reduction and establishing defensible space as defined by the Wildland Urban Interface standards.

COMPATIBILITY WITH GRAND COUNTY GENERAL PLAN AND LAND USE CODE

Consistency with General Plan

The North East La Sal mountain area is located within the Range, Resource and Recreation Future Land Use Designation in the 2012 General Plan, which calls for residential densities ranging from one dwelling per five acres up to one dwelling per three acres with a 50% open-space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu. In addition to residential uses this designation includes recreation/resort development, agriculture and development/extraction of natural resources.

a. The proposed OAO-Campground District for a 12 cabin seasonal resort is consistent with the 2012 General Plan as it fits within the future land use described as Range, Resource and Recreation, being a "recreation/resort" development.

Conformance with Grand County Land Use Code (LUC)

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:

. 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 January 12, 2022, per article 9.1.3 and 4.6.7.

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.

The Tin Roof Cabin Resort development is substantially consistent with LUC Article **4.6.5 Design Standards** in -OAO Districts.

Energy- A grid-tied solar array is proposed to offset the power draw from the grid for the low energy lighting (LED). Thus, the project will have very low impact on the electrical grid
Water - Potable water will be hauled and stored in a cistern and delivered via buried pipe to each of the cabins. The applicant hopes to develop on site potable water in the future.
Transportation - No transit or shuttle stop is delineated on the site plan as there is no existing or proposed public transit to the area as the subject property is located within the La Sal mountain area. There are no EV charging stations proposed in the application. It is not anticipated however, that the proposed development will generate enough trips to warrant the need for transportation solutions
Mixed Use (assured Housing requirement) - OAO Campgrounds are not required to provide assured housing at this time, but the developer plans to house one employee at the nearby Ranch at Hidden Lake.
Open Space – The Tin Roof Resort Master Plan illustrates the relatively small development footprint of 17.25 acres, which allows for the majority of the land within the 373 acre parcel to be preserved as passive open space.
Height - The development will not exceed height standards for the Range and Grazing zone. The project site is not within a protected viewshed district
Density & Scale - This proposal includes 12 standard cabin units, well under the 60 maximum units for OAO Campground Districts.
Site Configuration – The property consists of gentle grades amidst native Ponderosa pine with groves of Gambrel Oak and wild grasses.
Building Designs. Summary of Structures and facilities:

- 12 Standard Cabins: Each about 336 sq. ft. on a single level and will include one bed, a bathroom, a kitchenette, a sitting area and a small outdoor covered porch area.

Materials & Colors - will be of rustic territorial design, utilizing rusty metal and wood siding products and rusty metal roofing.

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:

a. 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.

b. 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 (10/2021).

c. 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 Tin Roof Cabin Resort 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 Tin Roof Resort promotes small scale remote recreation; and while it may not necessarily enhance economic diversification within Grand County, it does provide a lighter alternative to typical overnight accommodations, such as hotels, RV parks, and STR's in residential zones.
Job creation: The development will not have a large impact on job creation, but will provide one or two employment opportunities.
Increased wages: The development is not expected to affect wages in Grand County.
Community aesthetics: As the project site is very remote, community aesthetics will not be affected. The Tin Roof Resort is designed to not be visible from the adjacent County Road nor from any other location in the County.
Civic and open space. The Tin Roof Resort will be developed within a modest footprint of roughly 17 acres, preserving the majority of the 373-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 require County infrastructure such as water or sewer; it may however have an impact on the road with an increase in visitor traffic. The project will utilize solar power for electricity and an engineered septic system and leech field will manage onsite wastewater. Potable water will be hauled in and stored for use at the cabins as needed.
Public services such as law enforcement and emergency medical services. The minimal runoff created from the roof structures is to be captured via gutters, into rain barrels and used for fire protection if needed. The 70' turnaround at the end of the access driveway will allow for emergency vehicles to maneuver onto and off of the property if needed. Emergency services will be impacted, due to the site's remote location and relative distance from the nearest Emergency dispatch station.
Traffic, in quantity and circulation. There may be increased traffic on the rural roads accessing the site, which could require additional road maintenance, but would not be cause of traffic congestion. An unofficial observation of traffic at the development site determined that each cabin at full capacity would generate 4 trips per day, for a total of 48 maximum trips per day.
Water resources, in quantity and quality. Potable water will be hauled and stored in a cistern and delivered via buried pipe to each of the cabins. The applicant hopes to develop on site potable water in the future.
Housing demand. The owner proposes to accommodate the housing needs of himself and the additional employee at the ranch headquarters located at Hidden Lake in an effort to avoid the need for such employee(s) to travel to Moab for housing.
Crowding or congestion in national parks and other nearby public lands. The Tin Roof Development is intended to provide a getaway for folks who desire to spend time primarily in the La Sal Mountain region as opposed to crowded national parks and other areas of Grand County.

PLANNING COMMISSION RECOMMENDATION: In a public hearing on February 14, 2022, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and voted 4 to 2 to send an unfavorable recommendation to the Grand County Commission. The Planning Commission stated concerns related to additional volume of traffic and fire hazards due to the location of the development being surrounded by national forest. The Planning Commission also expressed the importance of evaluating future land use in this area through the current general plan update process before considering approving similar applications.

STAFF RECOMMENDATION: Neutral

TIN ROOF CABIN RESORT

DEVELOPMENT AGREEMENT
OVERNIGHT ACCOMMODATIONS OVERLAY DISTRICT
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 Jick V. Taylor, with a legal address of 200 South Beaver Basin, Grand County, Utah ("**Owner/Developer**"), and Grand County, a political subdivision of the State of Utah ("**County**").

Recitals

A. WHEREAS, Owner/Developer is the owner of record of 373.83 acres of real property known as Parcel No. 04-0025-0059 located in Grand County, Utah;

B. WHEREAS, Owner/Developer desires to develop a portion of Parcel 04–0025-0059 for overnight accommodations; the 17.25 acre portion is more particularly described as follows:

> Beginning at the SW Corner of Section 29, T25S, R25E, SLBM, and proceeding thence N 03°09'53"E 727.85 ft., thence N 16°36'57"E 748.74, thence S 71°24'16"E 631.61 ft., thence S 21°10'59"W 1330.51 ft., thence S89°39'43"W 372.15 ft. to the point of beginning and containing 17.25 acres (the "Property");

C. WHEREAS, Owner/Developer has requested Grand County to approve the Overnight Accommodations Overlay District (the "OAO District Application") - RV/Campground to the Property pursuant to Section 4.6 of the Grand County Land Use Code (the "Code").

D. WHEREAS, the Grand County Council 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.

E. 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**. Upon approval of the OAO-RV/Campground district, up to 12 total recreational vehicle, cabin, or tent sites for overnight accommodations may be developed on the Property. The Owner/Developer may not use his remaining 356.58 acres for overnight accommodations. 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; provided, however that this Section 2 shall govern development of the Property where in conflict with the Code.

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 inure 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

_____
Jacques Hadler,
Chair, Grand County Commission

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____, 2022, Jacques Hadler as Chair of the Grand County Commission, a Utah political subdivision, appeared before me and acknowledged and swore to me that the foregoing Development Agreement was signed on behalf of Grand County by authority of its Policies and Procedures and Utah law.

_____
NOTARY PUBLIC

Owner/Developer:

Name: Jick V. Taylor
Title: Property owner, Ranch Operator

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On, _____ 2022, Jick V. Taylor, property owner, personally appeared before me and acknowledged the foregoing Development Agreement.

_____
NOTARY PUBLIC

GRAND COUNTY, UTAH

ORDINANCE NO. _____ (2022)

APPROVING THE TIN ROOF CABIN RESORT OVERNIGHT ACCOMMODATIONS OVERLAY - CAMPGROUND DISTRICT FOR 17.25 ACRES OF PARCEL NO. 04-0025-0059 AND ASSOCIATED MASTER PLAN AND DEVELOPMENT AGREEMENT

WHEREAS, Jick V. Taylor ("Owner") is the owner of record of 373.83 acres of real property known as Parcel No. 04-0025-0059, of which 17.25 acres is the subject of this Ordinance, and is more specifically described as follows:

> Beginning at the SW Corner of Section 29, T25S, R25E, SLBM, and proceeding thence N 03°09'53"E 727.85 ft., thence N 16°36'57"E 748.74, thence S 71°24'16"E 631.61 ft., thence S 21°10'59"W 1330.51 ft., thence S89°39'43"W 372.15 ft. to the point of beginning and containing 17.25 acres (the "Property");

WHEREAS, the Owner has submitted an application requesting a partial rezone of the Property applying the Overnight Accommodations Overlay-RV/Campground to the Property 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 limiting development to 12 overnight recreational vehicle, cabin, or tent sites for overnight accommodation and 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 February 14, 2022, the Grand County Planning Commission considered all evidence and testimony presented with respect to the subject application and voted 4 to 2 to send an unfavorable recommendation to the Grand County Commission;

WHEREAS, due notice was given that the Grand County Commission (the "Commission") would meet to hear and consider the proposed OAO application in a public hearing on June 7, 2022;

WHEREAS, the 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 OAO-RV/Campground District for 17.25 acres of real property known as Parcel No. 04-0025-0059, the associated Master Plan attached hereto as Exhibit A, and OAO Development Agreement, subject to the following conditions:

1. Development is limited to twelve (12) recreational vehicle, cabin, or tent sites for overnight accommodation on the Property;

2. Overnight accommodations are not permitted on Owner/Developer's remaining 356.58 acres; and

3. 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.

P**ASSED, ADOPTED, AND APPROVED** by the Grand County Commission in open session this ___ day of _____, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission

_____

Jacques Hadler, Chairperson

ATTEST:

_____

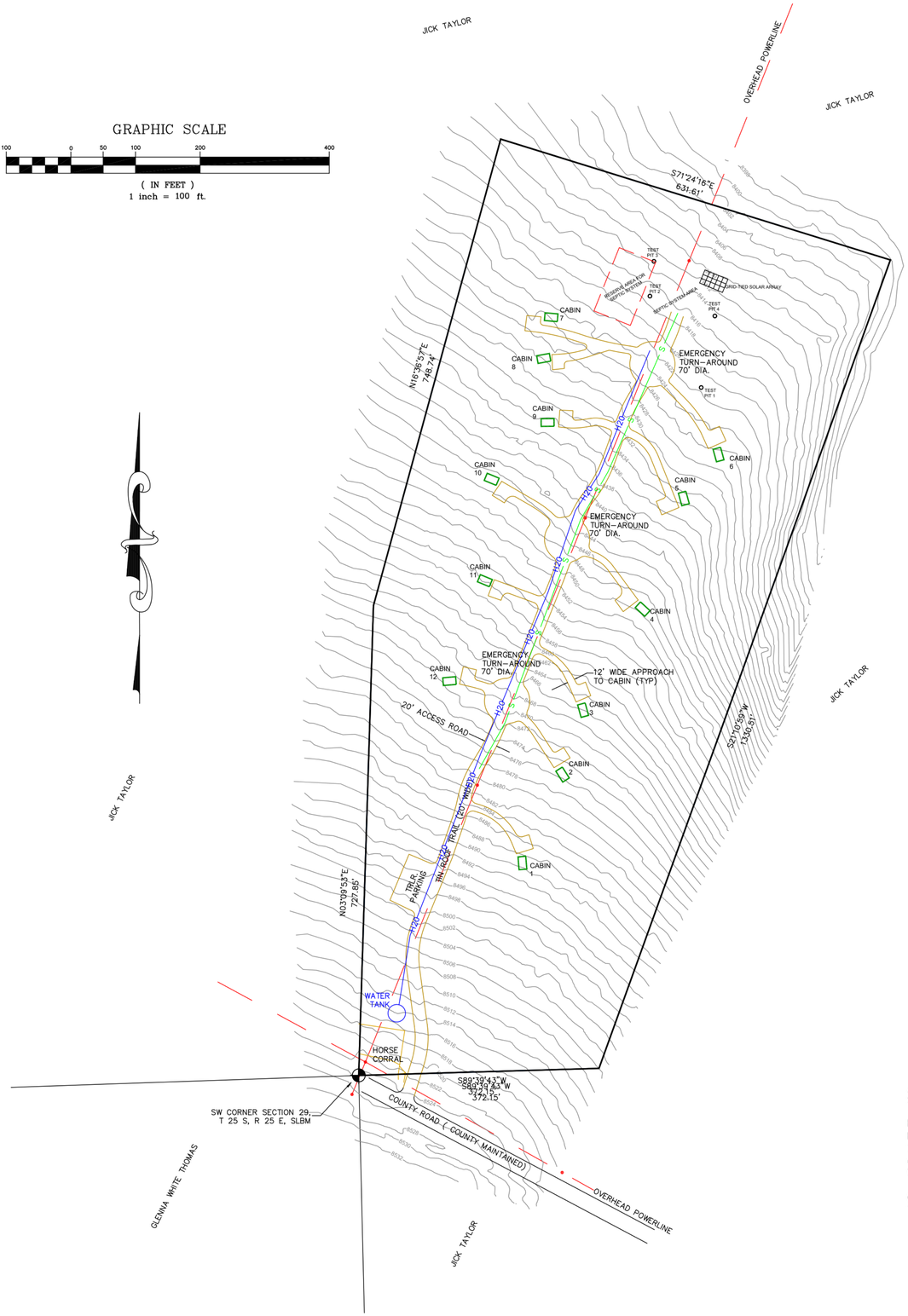
Gabriel Woytek, Clerk/Auditor

Attached Exhibits:
Exhibit A: Master Plan

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



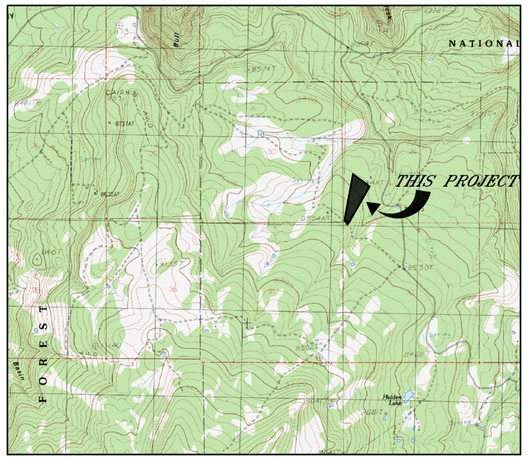
LEGEND

SANITARY SEWER COLLECTION MAIN

CULINARY WATER DISTRIBUTION MAIN

EXISTING POWERLINE

CONTOUR INTERVAL IS 2 FOOT



AREA MAP

LEGAL DESCRIPTION

A PARCEL OF LAND FOR REZONING PURPOSES, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 29, T25S, R25E, SLBM, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 25 EAST, SALT LAKE BASE AND MERIDIAN, AND PROCEEDING THENCE NORTH 03°09'53" EAST 727.85 FEET, THENCE NORTH 16°36'57" EAST 748.74 FT., THENCE SOUTH 71°24'16" EAST 631.61 FEET, THENCE SOUTH 21°10'59" WEST 1330.51 FEET, THENCE SOUTH 89°39'43" WEST 372.15 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 17.25 ACRES.

(BASIS OF BEARING IS SOUTH ALONG THE SECTION FENCE THAT DIVIDES SECTION 31 & 32, T25S, R25E, SLBM)

DEVELOPMENT NOTES

1. ALL EXTERIOR LIGHTING SHALL BE SHADED SUCH THAT TRESPASS OF LIGHT IS AVOIDED. ALL LIGHTING SHALL BE LOWER ENERGY USE LED FIXTURES.
2. EMERGENCY TURN-AROUND SHALL REMAIN FREE OF PARKING SUCH THAT ALL TRAFFIC CAN FREELY PASS.
3. PLUMBING FIXTURES WITHIN THE UNITS SHALL BE OF LOW-FLOW WATER USE. AS WELL, THESE LANDS RECIEVE ADEQUATE STORM WATERS TO KEEP THE FLOURA AND FAUNA OF THE ALPINE SURROUNDINGS HEALTHY. NO ADDITIONAL PLANTS ARE BEING PROPOSED THAT WOULD BE A DRAW ON THE WATER NEEDS OF THE DEVELOPMENT. GUESTS WILL BE ADVISED TO CONSERVE CULINARY WATER. APPROVED PUBLIC DRINKING WATER SOURCES WILL BE UTILIZED TO FILL THE UNDERGROUND STORAGE OF APPROXIMATELY 2400 GALLONS.
4. A DEFENSIBLE SPACE FOR FIRE PROTECTION SHALL BE MAINTAINED AROUND EACH OF THE UNITS. NATIVE SHRUBS AND TREES SHALL BE THINNED SUCH THAT WILDFIRE DANGERS ARE KEPT TO A MINIMUM.
5. BY DEFINITION, NONE OF THE PROPOSED DEVELOPMENT AND/OR ADJACENT LANDS, ARE "SENSITIVE LANDS".
6. THE DEVELOPMENT WILL BE EASILY ACCESSIBLE TO EMERGENCY PUBLIC SERVICES (LAW ENFORCEMENT AND AND EMERGENCY MEDICAL), NOT UNLIKE PUBLIC LANDS IN GRAND COUNTY. IF NEEDED, ROOM IS AVAILABLE FOR EMERGENCY HELICOPTER LANDING ON-SITE.
7. THE DEVELOPMENT OF THIS CAMP PARK SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE.
8. THE UNITS IN THIS DEVELOPMENT WILL NOT HAVE FIREPLACES/WOODSTOVES NOR WILL OUTSIDE FIRES BE ALLOWED.

OAO NOTES:

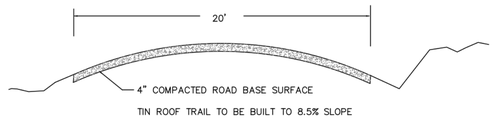
THE PROPERTY MAY BE DEVELOPED FOR UP TO 12 RECREATIONAL VEHICLE, CABIN, OR TENT SITES FOR OVERNIGHT ACCOMMODATION PURSUANT TO A DEVELOPMENT AGREEMENT RECORDED IN THE REAL PROPERTY RECORDS OF GRAND COUNTY, UTAH. FURTHERMORE, THIS DEVELOPMENT SHALL ADHERE TO THE DEVELOPMENT STANDARDS OF GRAND COUNTY LAND USE CODE, SECTION 4.6, OVERNIGHT ACCOMODATIONS OVERLAY DISTRICTS.

THE TIN ROOF CABIN RESORT IS LOCATED ON 17.25 ACRES, AS SHOWN HERE, A PORTION OF PARCEL NO. 04-0025-0059, COMPRISING 373.83 TOTAL ACRES. OVERNIGHT ACCOMMODATIONS ARE NOT PERMITTED ON THE REMAINING 356.58 ACRES.

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 # 04-0020-0038 IN GRAND COUNTY.

TIN ROOF TRAIL
TYPICAL SECTION



A MASTER PLAN OF

TIN ROOF CABIN RESORT

WITHIN THE SW1/4 OF SECTION 29,
T 25 S, R 25 E, SLBM,
GRAND COUNTY, UTAH

JICK TAYLOR, OWNER/DEVELOPER
P.O. BOX J
MOAB, UTAH 84532
435-260-2405

PREPARED BY
TIM KEOGH
435-220-1135

FEBRUARY 28, 2022

9.2.5 ISSUES FOR CONSIDERATION OF APPROVAL FOR OVERNIGHT ACCOMODATION OVERLAY (OAO)

TIN ROOF RESORT

A: Was the existing zone adopted in Error?

The underlying RG Zone was not adopted in error nearly 50 years ago, but substantial changes have occurred since. With visitation at the national parks having increased over 700% and recreational uses of public lands increasing even more in that timeframe, Moab is in need of new options for accommodating the large numbers of new visitors to the area. The few lodging establishments catering to La Sal Mountain visitors are, like all OAC venues, experiencing capacity numbers. The area where this development is proposed, the North end, has no lodging accommodations available.

B: Has there been a change of character in the area?

Yes. Radical increases to visitation have occurred since the RG Zone was adopted. When adopted, the biggest influx to the La Sal Mountains happened during the deer hunt. The mountains now experience bicyclists, climbers, fisherman, auto-touring, motorcyclists, hikers, hunters, and campers in numbers of increase comparable to the increases experienced in Moab proper.

C: Is there a need for the proposed use within the area or community?

Yes. The increased number of visitors, as noted above, have put pressure on the public lands. The proposed development will provide an opportunity for visitors to get away from the crowds present in the populated areas of Grand County and enjoy an alpine experience different from the activities in town or the deserts surrounding.

D: Will there be benefits derived by the community or area by granting the proposed rezoning?

Yes. Substantial increases in property taxes will be collected when this property is no longer in Greenbelt. As well, like most new business developments, there will be job opportunities for a few people as well as relieving pressure on the public lands in the area. Again, this area currently has No lodging venues or even developed camp sites.

E: Is the proposal in conformance with the Grand County General Plan?

Yes.

F: Should the development be annexed to a city?

No. The nearest corporate boundaries are ten plus miles distant.

G: Is the proposed density and intensity of use permitted in the proposed zoning district?

Yes.

H: Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?

Yes. Environmental impacts will be negated by installation of sanitary sewer services and culinary drinking supply. Because this proposal is a wooded island well within the bounds of the owners many hundreds of acres, it is in an area out of view of anyone on far or near public lands.

I: Are the proposed uses compatible with the surrounding area or uses; will there be adverse Impacts; and/or can any adverse impacts be adequately mitigated?

Yes, the proposed use is very compatible with the adjacent ranching and grazing uses and adverse impacts are unforeseen.

K: Are adequate public facilities and services available to serve the development?

Yes. Power is on-site, water and sanitary sewer will be provided, and maintained public roads accessing the land are adequate for the slight traffic increases that this development will bring.

Feb. 28, 2022

Grand County Commission
125 East Center Street
Moab, UT 84532

RE: Tin Roof Resort OAO Approval

Dear Commissioners,

With this letter you will have received the revised Site Plan and Master Plan which reflect changes specified by the DRT review, the single public comment letter provided, staff comments, and lastly, concerns expressed by the Planning Commission at the hearing held a few weeks ago. In addition to these changes, we wish you to consider the following.

The Taylor Family have ranched in the Beaver Basin area for well over 100 years. In that century plus of ranching, some four generations have been active stewards of both their lands and abutting SITLA grazing leases. As well, the family has ranched several other locations in Grand County. The condition of their lands, both leased and owned, bear out the families care and commitment to lands stewardship. I've Known Jick Taylor for 40 years and know that he currently is, and will continue to be, an able caretaker of these lands. In fact, my family has enjoyed ownership of adjoining lands for 50 years and in that time have witnessed the ethical, long-term uses of the Taylors lands.

Mr. Taylor now wants the opportunity for others to enjoy these lands as he has by creating a boutique campground catering to those Grand County visitors that want something in the mountains, something private and secluded, something away from the crowds frequenting Moab and the adjacent public lands. The proposed development accommodates just that.

In a letter from a concerned resident, the author accurately states that "the northeast side of the la Sal mountains is the quietest and least visited area of the entire mountain range". That's exactly what makes this a desirable destination for the discerning visitor that Jick hopes to host. If approved, each of the cabins will accommodate two persons. Two people in each cabin, and assuming a full camp park, means 24 people in an area of thousands of acres of Forest Service Lands, BLM Lands, Utah Trust Lands, and the applicants' private lands. Anyone visiting this development will have already driven thru more than a mile of Taylor lands before arriving at the campground. These periodic visitors will have minimal impact on the thousands of acres available. This project provides an opportunity to support visitors to the area by providing them with a sustainable, locally owner, locally managed, and approved overnight accommodations. This will help offset the visitors that often camp in unapproved areas that pose a greater risk to La Sal Mountains and forest management. This can be emphasized by the 2021 Pack Creek fire that began due to campers mismanaging a campfire at an unmanaged site. Without this project these visitors will continue to come but instead will be camping in twelve other unimproved sites and creating twelve times the impact that they would have by staying in the proposed campground.

A valid concern of staff, and mentioned at Planning Commission as well, is wildfire hazards. The applicant proposes a development that complies with the Wildlands-Urban interface code. As such, prescribed defensible spaces and fire retardant building materials would be utilized. Cabins will have

central heating as opposed to fireplaces or woodstoves and no exterior fires will be permitted. Water, both tanked culinary water and roof collected runoff, will be available for fire protection.

Other concerns mentioned included access to the site. All roads accessing the area are County Class B Roads, seasonally maintained by the county. The proposed development will not generate an extensive need for additional maintenance. Roads and Drives within the park will be the owners to build and maintain. Culinary water will be hauled from a certified public water source. Should the owner subsequently develop his own water source, it will comply with the applicable standards. A soil study determined the onsite soils suitable for an alternative onsite wastewater treatment system. This study has been reviewed and approved by the SEUHD. The site has available public power provided by Rocky Mountain Power. The cabins will be lit using LED lighting that will be offset by the installation of a grid-intertie solar array.

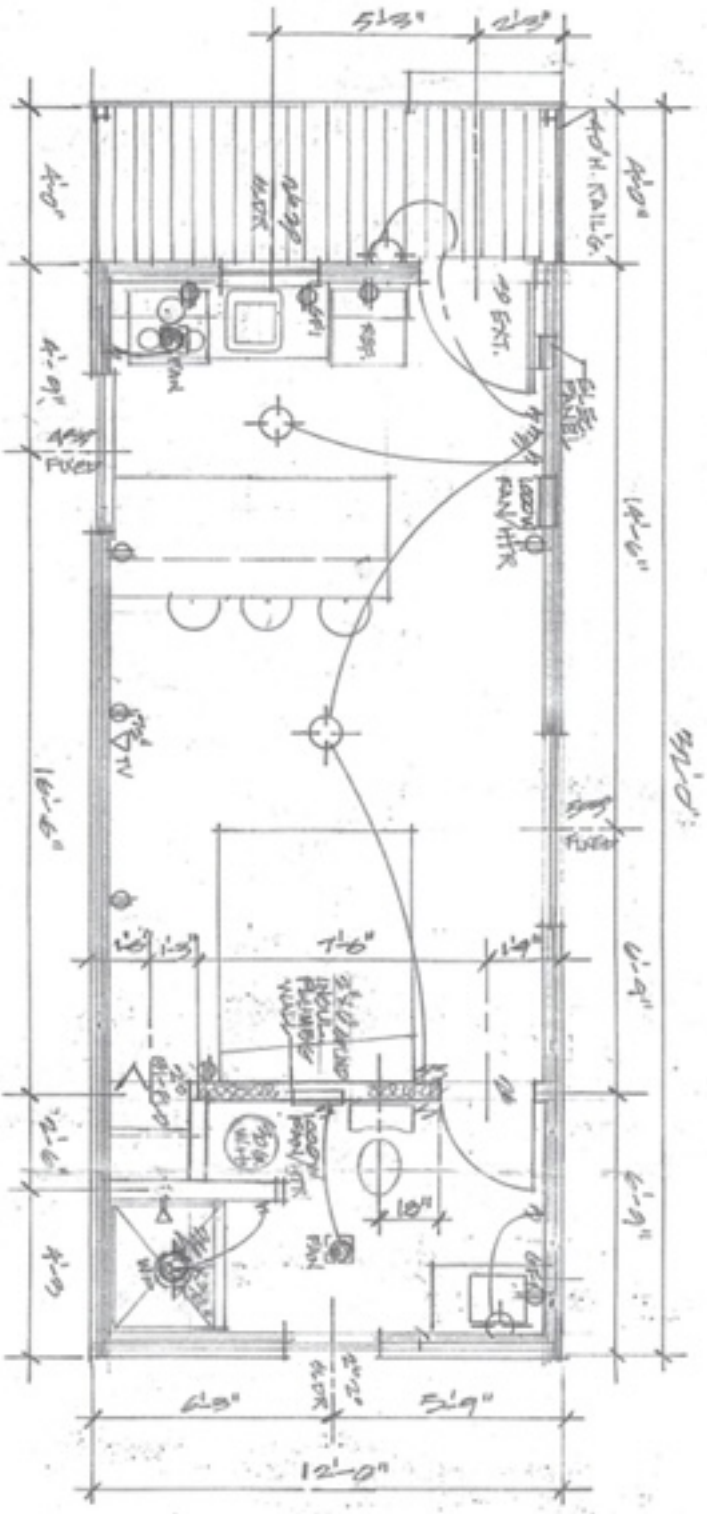
A recent study noted OAO approvals were needed to sustain the tourism industry and pay for the increased services of staff, law enforcement, and the many other agencies impacted by the industry. The relatively new requirements for securing an OAO approval were created to par down the approvals to projects more palatable to county residents, lessen the impact of wholesale lodging construction, and provide some redeeming value to the County. It was not the intention of that legislation to halt the development of OAO lodging altogether but rather provide tools to the developer and the county by which better, more sustainable and less impactful OAO projects could be developed. We understand the updated county general plan will include an updated land use plan. Based on conversations with county officials, we understand this area was not directly studied and therefore will not be influenced by the updated plan.

The Tin Roof Resort project is an ideal proposal when considering impacts. It is on the east side of the La Sal Mountains. The owner's business plan calls for drawing a large percentage of his guests from the west slope of Colorado, hopefully accessing the area from Gateway. Should the guests desire to go to dinner, Gateway is closer. Should they want to go to the desert, the north half of Grand County is available without going through Moab. If they are content with spending their time on the La Sals, chances are they won't be in town. As noted in the public comment provided, cars and visitors are few thus, not much of an impact is felt. All in all, this project is an opportunity to provide employment, provide income for the county via lodging taxes, and will provide more property tax revenue on this small parcel than the entirety of the applicant's greenbelt taxes on his remaining acreage.

The Grand County Commissions are an elected body that represents the stewardship of the county and its people. As discussed in the Planning Commission meeting, this project will support a local resident who has adequately managed his property and wishes to share the area with visitors of like mind. Although there can be impacts imagined by accepting this project, it is my opinion that the proposed project provides far greater benefit to the area, to a lifelong resident, and to the people of Grand County, than any potential impact. I, as a neighbor to the project, as a county resident, and as a county taxpayer, encourage the Commission to grant approval to this OAO project.

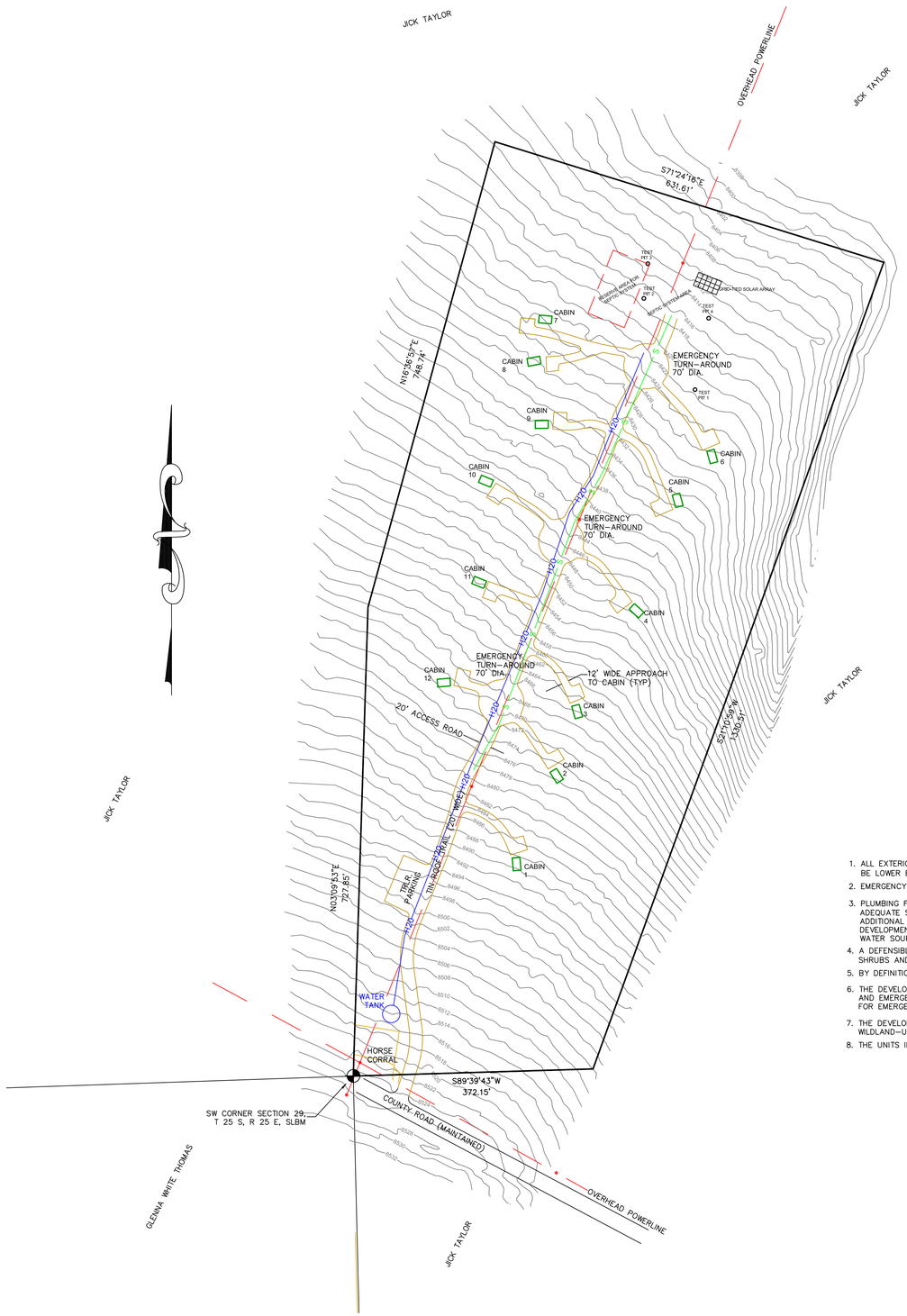
Regards,

Timothy M. Keogh



PLAN VIEW

1/4" = 1'-0"



LEGEND

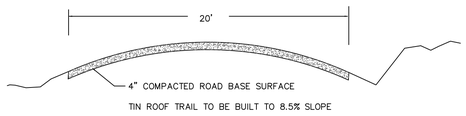
SANITARY SEWER COLLECTION MAIN

CULINARY WATER DISTRIBUTION MAIN

EXISTING POWERLINE

CONTOUR INTERVAL IS 2 FOOT

TIN ROOF TRAIL TYPICAL SECTION



DEVELOPMENT NOTES

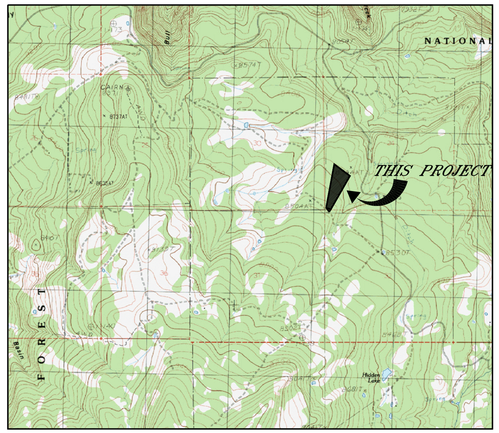
1. ALL EXTERIOR LIGHTING SHALL BE SHADED SUCH THAT TRESPASS OF LIGHT IS AVOIDED. ALL LIGHTING SHALL BE LOWER ENERGY USE LED FIXTURES.
2. EMERGENCY TURN-AROUND SHALL REMAIN FREE OF PARKING SUCH THAT ALL TRAFFIC CAN FREELY PASS.
3. PLUMBING FIXTURES WITHIN THE UNITS SHALL BE OF LOW-FLOW WATER USE. AS WELL, THESE LANDS RECIEVE ADEQUATE STORM WATERS TO KEEP THE FLOURA AND FAUNA OF THE ALPINE SURROUNDINGS HEALTHY. NO ADDITIONAL PLANTS ARE BEING PROPOSED THAT WOULD BE A DRAW ON THE WATER NEEDS OF THE DEVELOPMENT. GUESTS WILL BE ADVISED TO CONSERVE CULINARY WATER. APPROVED PUBLIC DRINKING WATER SOURCES WILL BE UTILIZED TO FILL THE UNDERGROUND STORAGE OF APPROXIMATELY 2400 GALLONS.
4. A DEFENSIBLE SPACE FOR FIRE PROTECTION SHALL BE MAINTAINED AROUND EACH OF THE UNITS. NATIVE SHRUBS AND TREES SHALL BE THINNED SUCH THAT WILDFIRE DANGERS ARE KEPT TO A MINIMUM.
5. BY DEFINITION, NONE OF THE PROPOSED DEVELOPMENT AND/OR ADJACENT LANDS, ARE "SENSITIVE LANDS".
6. THE DEVELOPMENT WILL BE EASILY ACCESSIBLE TO EMERGENCY PUBLIC SERVICES (LAW ENFORCEMENT AND AND EMERGENCY MEDICAL), NOT UNLIKE PUBLIC LANDS IN GRAND COUNTY. IF NEEDED, ROOM IS AVAILABLE FOR EMERGENCY HELICOPTER LANDING ON-SITE.
7. THE DEVELOPMENT OF THIS CAMP PARK SHALL COMPLY WITH THE REQUIREMENTS OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE.
8. THE UNITS IN THIS DEVELOPMENT WILL NOT HAVE FIREPLACES/WOODSTOVES NOR WILL OUTSIDE FIRES BE ALLOWED.

GRAPHIC SCALE

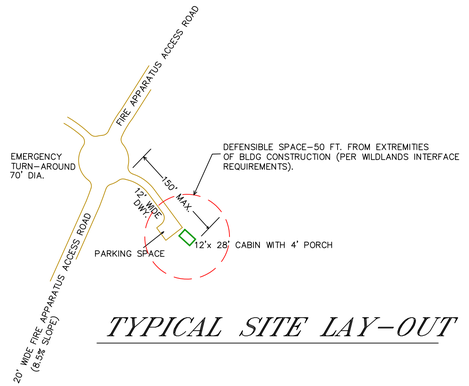
100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.



AREA MAP



TYPICAL SITE LAY-OUT

A CONCEPTUAL SITE PLAN OF

TIN ROOF CABIN RESORT

WITHIN THE SW1/4 OF SECTION 29,
T 25 S, R 25 E, SLBM,
GRAND COUNTY, UTAH

JICK TAYLOR, OWNER/DEVELOPER
P.O. BOX J
MOAB, UTAH 84532
435-260-2405

PREPARED BY
TIM KEOGH
435-220-1135

FEBRUARY 28, 2022

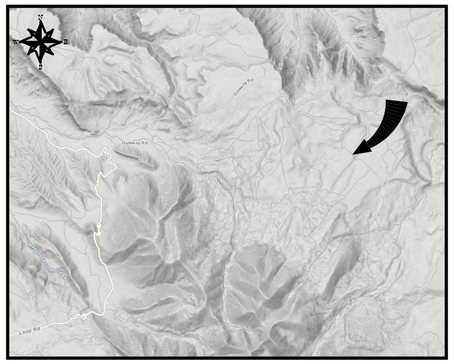
RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

N
W E
S

200' 0' 200' 0

SCALE: 1" = 200'



VICINITY MAP

NOT TO SCALE

LOCATED IN THE SW QUARTER OF
SECTION 29, T25S, R25E, SLB&M

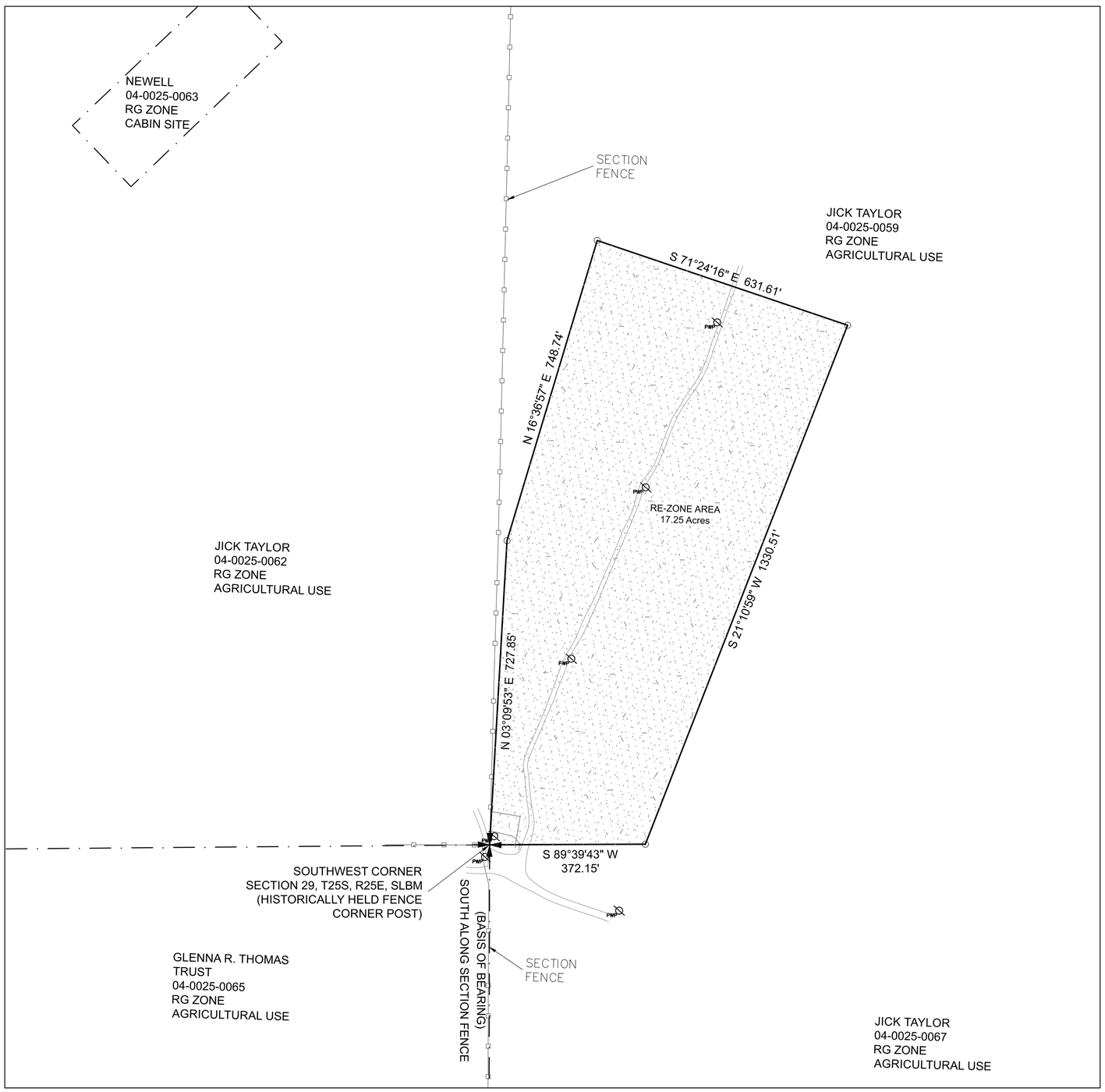
BOUNDARY REZONE SURVEY

SURVEYOR'S CERTIFICATION

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

Lucas Blake
License No. 7540504

Lucas Blake DATE
License No. 7540504



REZONE AREA LEGAL DESCRIPTION

A parcel of land for rezoning purposes, located within the Southwest Quarter of Section 29, T25S, R25E, SLBM, being more particularly described as:

Beginning at a the Southwest corner of Section 29, Township 25 South, Range 25 East, Salt Lake Base and Meridian, and proceeding thence North 03°09'53" East 727.85 feet; thence North 16°36'57" East 748.74 feet; thence South 71°24'16" East 631.61 feet; thence South 21°10'59" West 1330.51 feet; thence South 89°39'43" West 372.15 feet to the point of beginning, having an area of 17.25 acres.

(Basis of bearing is South along the Section fence that divides Section 31 & 32, T25S, R25E, SLBM)

SURVEYOR NOTES

THE BASIS OF BEARING IS SOUTH BETWEEN THE NW CORNER AND THE SW CORNER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 25 EAST, SALT LAKE BASE AND MERIDIAN.

THE INTENT OF THE SURVEY IS TO MONUMENT OR LOCATE ORIGINAL PROPERTY CORNERS. THE SURVEY WAS PERFORMED USING BEST LEGAL EVIDENCE OF OCCUPATION IMPROVEMENTS LOCATED ON THE GROUND, OUR RESEARCH AND SITE WORK HAS DETERMINED NOTES OF IMPORTANCE AS FOLLOWS;

1. FENCE LINE HAS BEEN HELD FOR THE BASIS OF BEARING SECTION LINES AS NO MONUMENTS LOCATED.
2. THE SURVEY IS TO DESCRIBE A PORTION OF THE JICK TAYLOR LANDS FOR A COUNTY REZONE APPLICATION.

STANDARD LEGEND

- POWERPOLE
- GUY WIRE
- (R) RECORD DATA
- (M) MEASURED DATA
- (C) CALCULATED DATA
- REZONE BOUNDARY
- EASEMENTS
- PROPERTY ADJOINING
- FENCE
- PROP. CORNER FOUND
- PROP. CORNER SET
- MAG NAIL FOUND
- MAG NAIL SET
- BLOCK CORNER
- SECTION MONUMENT

PROJECT TYPE:
REZONE BOUNDARY SURVEY

PROJECT ADDRESS:
TIN CUP AREA
LA SAL MOUNTAINS

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
JICK TAYLOR

DATE:
8/31/21

JOB NUMBER:
149-21

SHEET 1 OF 1

Jenna Gorney <jgorney@grandcountyutah.net>

[Planning] Tin Roof Cabin Resort rezone for Overnight Accommodations Overlay

1 message

Jim Richard <campmoab@gmail.com> Fri, Feb 4, 2022 at 11:00 PM
To: "Planning@grandcountyutah.net" <Planning@grandcountyutah.net>

Re: public hearing, Feb. 14th, 2022

Grand County Planning Commission & Planning and Zoning Department:

The northeast side of the La Sal Mountains is the quietest and least visited area of the entire mountain range. From Hidden Lake to Beaver Mesa, wildlife is abundant and cars and people are few. It is a literal oasis for the few locals who go up there, with only very occasional tourists seen driving or biking on the main road. The area is dominated by US Forest Service, the SITLA North Block, and several undeveloped, large acreage private ranches primarily used for cattle grazing.

Approving a zoning change to allow for subdivision for development in this area or, as in this case, clustered resort developed for overnight accommodations, would be an absolutely terrible idea for several reasons.

With increased development and use comes increased risk for wildfire. More people, more campers, more cabins= more campfires, more cigarettes, and more sparks from dragging trailer chains and vehicles in this area which is thick with oak brush. As we've seen with the Pack Creek fire, our mountains are experiencing long-term drought, and wildfires can be devastating on creeks and water resources. According to Utah's Wildfire Risk Assessment Portal (https://utahwildfirerisk.utah.gov/Map/Public/#map-themes), the proposed Tin Roof Cabin Resort area ranks as:

Wildland development area impacts: very high
Drinking water impacts: 6 (out of 9)
Wildfire threat & risk: moderate high
Surface fuels: very high load, dry climate shrub
Wildfire rate of spread: very high

The nearest fire department and engine is about 45 minutes away in Castle Valley. Have you discussed the possibility of allowing future subdivision and structure development in the northeast end of the La Sals with them? Do you realize that they may not be able to commit coverage to this remote area due to lack of volunteer, qualified firefighters?

The Castleton- Gateway road is often rugged and 4wd only in the spring after snowmelt, and slick with impassable mud during monsoon season and in the fall. It is impassable in winter due to snow. It is severely washboarded in the summer. These factors also help keep the number of visitors down.

Thanks to Google maps, several ill prepared travelers have attempted this road in adverse conditions and have had to be rescued by Grand County SAR. For example:
https://kslnewsradio.com/1945860/castleton-gateway-rescue-after-24-hours/amp/

Overnight rentals or a commercial campground would no doubt increase traffic on this road between Gateway, CO and Castleton, UT. Is the Grand County Road department staffed sufficiently and financially able to maintain this route on a more regular basis?

Permitting this zoning change would be a first for this area (at least in decades), and would open the floodgates for potential development on the other tens of thousands of acres of private lands found here. Setting a precedent now with this decision will determine future requests. It is not in the best interest of Grand County's natural resources or it's citizens to allow development in this area. I encourage you to reach out to wildfire experts, state wildland-urban interface professionals, wildlife biologists, water resource experts, and hunting organizations for input before considering any change in zoning.

Please do your due diligence before consideration of this matter. Thank you.

Alishia Oliver <aoliver@grandcountyutah.net>

[Commission] Jick Taylor Mountain Campground

1 message

'Steven Hirschfeld' via commission@grandcountyutah.net <commission@grandcountyutah.net>
Reply-To: Steven Hirschfeld <sjhriverside@icloud.com>
To: commission@grandcountyutah.net

Mon, Jun 6, 2022 at 7:32 PM

Grand County Council,

Hi my name is Steven Hirschfeld. I am writing to you in support of a campground that is on tomorrow nights agenda. The property is owned by Jick Taylor and his idea of having a campground on there is a good one for multiple reasons. It will give local and out of town campers a place to stay that will be monitored and up kept. Providing campers with hookups is a great idea. They will have a place to dispose of waste and trash and not have to leave it on the mountain or along the road. It's in some of the most beautiful country on the mountain in a quiet location off the main road. It will provide someone a job and an income for Jick as he planned this for part of his retirement. I feel like the county should approve this campground because of its location and the fact that there is not an actual "campground" anywhere close in proximity. This project would be a benefit to the many people that go to the mountain and would have a place to stay and hook up to amenities. Thank you for listening and your consideration.

Steven Hirschfeld

Jenna Gorney <jgorney@grandcountyutah.net>

[Planning] Public comment re: 2/14 Planning Commission meeting

1 message

Sam Van Wetter <sam@ruralutah.org> Mon, Feb 14, 2022 at 11:22 AM
To: planning@grandcountyutah.net

Hello -

I cannot attend tonight's meeting, but I would like to make a comment in regards to the Tin Roof Overnight Accommodation Overlay action item (#5).

I urge the planning commission to deny this application. Until the county has completed an updated census of current overnight accommodation and camping capacity, Grand County cannot expand permit applications. This application is one of several that has come before the Commission recently which posits that "low-impact" development somehow furthers conservation ends in Grand County. This is a contradiction in terms and the Planning Commission is under no obligation to approve additional overnight accommodations which will increase tourism traffic without benefiting Grand County Residents in any way. No development is the only way to preserve open space, not low-impact or dispersed capital projects.

Additionally, Grand County's current development ratio is approximately 1.9 overnight accommodations units to one primary residential unit. This is far above the early 2019 development ratio of 1.4. It should be in the County and Commission's goal to reduce this ratio and prevent it from moving closer and closer to 2 rentals for each residential 1.

Thanks for your time,
Sam

--
Sam Van Wetter *(he/him)*
Grand County Field Organizer
the Rural Utah Project
303.304.7716
ruralutahproject.org

Agenda Summary GRAND COUNTY COMMISSION June 21st, 2022 AGENDA ITEM:	
TITLE:	A public hearing to consider an ordinance approving a rezone request for property located at 15 W. Old Hwy 6 & 50, Thompson Springs, from Range and Grazing to General Business Zoning, Parcel No. 07-0021-0073
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Associate Planner

Prepared By:
ELISSA MARTIN
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete

POSSIBLE MOTION:

***County Commission policy is to vote on public hearing agenda items at a meeting following the public hearing.*

I move to:

1. Approve/Deny an Ordinance to rezone property located at 15 W. Old Highway 6 & 50 in Thompson Springs on Grand County parcel No. 07-0021-0073 to the General Business (GB) zoning district based on one or more of following items of consideration; and (if approved)

    a. Was the existing zone for the property adopted in error?

    b. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?

    c. Is there a need for the proposed use(s) within the area or community?

    d. Will there be benefits derived by the community or area by granting the proposed rezoning?

    e. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan's zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?

    f. Should the development be annexed to a city?

    g. Is the proposed density and intensity of use permitted in the proposed zoning district?

    h. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?

    i. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?

    j. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

2. (if approved) with the following condition:
    a. The rezone approval does not constitute Site Plan approval for development on the subject property. Site Plan Approval or Building Permits shall not be issued until the Thompson Special Service District or other County authorized water provider approves a water account to serve the proposed development.

PLANNING COMMISSION RECOMMENDATION: **FAVORABLE**

The Planning Commission considered the rezone request at a public hearing on February 28, 2022 and voted unanimously to send a favorable recommendation to the County Commission.

STAFF RECOMMENDATION: NEUTRAL

COUNTY ATTORNEY RECOMMENDATION: OPPOSE
Currently, there is no commercial use of the Property and no water to serve it. In addition, there is a moratorium in effect which prohibits development or subdivision of this property. Thus, the time is not ripe to approve this rezone request.

BACKGROUND
The property is currently zoned Range & Grazing and historically was the location of the old Silver Grill Café and four small dwellings. The property does not have a water account to serve new development, and currently there is a moratorium on development in Thompson Springs due to the lack of water. However, a rezone does not constitute approval for development to occur; the property owner is aware that while this rezone provides entitlement of uses allowed under the zoning, in order to develop the property or be approved for building permits, they must go through Site Plan Review and be approved by the TSSD for water.

UPDATE:

The Thompson Springs area is included in the County's Future Land Use Analysis that is scheduled to be completed mid to late summer 2022. In initial discussions with property owners in Thompson (around the time this application was submitted), the idea of a comprehensive rezone for the entire town was discussed. As such, Planning & Zoning staff advised the applicant they could wait until the study was complete and a rezone for the entire town could become a reality. At that time, another rezone request had been submitted for the property adjacent to the subject property. Both property owners expressed their desire to move forward with their individual rezone requests instead of waiting for a possible rezone for the entire town, which at the time of their application submission did seem far off in the distance and not certain.

As the Land Use Analysis has evolved over time, staff has begun to reconsider the path of a comprehensive rezone, which may or may not be the best course of action. Instead, rezone requests brought forward by individual property owners, which align with the Future Land Use Map and corresponding Land Use Designations, may be the best path forward. This is still up for discussion and upon completion of the Land Use Analysis, the Planning & Zoning staff intend to hold town meetings in Thompson and consult with the Land Use Steering Committee to determine the most appropriate path forward.

It should be noted that the subject property is located in an area of Thompson Springs which is anticipated to be identified on the Future Land Use Map as being in the Future Land Use Designation of General Business or similar Commercial zoning, in order to reflect the historical and current use of this area as a commercial hub for the community. The Staff Report contains a full description of the General Business zoning district for reference.

ATTACHMENT(S):

1. Staff Report
2. Boundary Survey
3. Zoning Map
4. Applicant Statement
5. Thompson Special Service District Will Serve When Parameters Change letter
6. Title (Available Upon Request)
7. Warranty Deed (Available Upon Request)

Vicinity Map

STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: Updated June 15, 2022

TO: Grand County Commission

SUBJECT: Saina Carey, Thompson Café: General Rezone Request - Range & Grazing (RG) to General Business (GB)

PROPERTY OWNER: ABC, LLC

PROP. OWNER REP: Saina Carey

PROPERTY ADDRESS: 15 W. Old Highway 6 & 50, Thompson Spring, Parcel No. 07-0021-0073

SIZE OF PROPERTY: 1.83 acres

EXISTING ZONE: Range & Grazing (RG)

EXISTING LAND USE: 5 currently vacant structures on the parcel

ADJACENT ZONING AND LAND USE(S): Zones: Range & Grazing (RG), Uses: Residential, Vacant, & RV Park, Campground, Bed & Breakfast

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APPLICATION TYPE
General Rezone Request

APPLICATION PROCEDURE
Decision Type: Legislative

Public Notices: Public Meeting at:
Planning Commission
County Commission

Public Hearing at:
Planning Commission
County Commission

Attachments:

1. Rezone Application Packet
    a. Boundary Survey
    b. Applicant Statement
    c. Thompson Special Service District Will Serve When Parameters Change letter
    d. Title (Available Upon Request)
    e. Tax Roll (Available Upon Request)
    f. Warranty Deed (Available Upon Request)
    g. Application (Available Upon Request)

SUMMARY OF REQUEST
The Applicant seeks to rezone the property from Range & Grazing to General Business in order to accommodate the refurbishing of existing structures on the lot into mixed commercial uses. Approval of a rezone request does not constitute approval for development. For commercial development, a property owner must submit a Site Plan Application and meet the standards and

requirements set forth in Section 9.16 Site Plan Review and Article 6 Development Standards including will serve approval from the local service district for water.

PROPERTY HISTORY

The property consists of 5 existing structures on a 1.83 acre parcel of land that fronts Highway 94 and Old Highway 6 & 50. The structures on the property consisted historically of the old Silver Grill café on the corner and several dwelling units and accessory structures. The historic Silver Grill Cafe was in operation up until the mid-90's according to "A History of Grand County" by Richard A. Firmage (1996). The Cafe was also a filming location in the movie Thelma and Louise in 1991.

The Thompson Special Service District (TSSD) issued a moratorium on new water accounts in Thompson Springs, and therefore no new development can occur until the moratorium is lifted. The subject property does not have a current water account and therefore no development would be allowed as a result of this rezone, until a water account was approved by the TSSD or other County authorized water provider.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The rezone request requires no current site plan improvements.

Later site improvements (upon securing water account with TSSD) in connection to proposed additions of various mixed commercial uses on the property and updates to existing structures will be in accordance with requirements of Article 3 (Use Regulations), Article 5 (Lot Design Standards), Article 6 (General Development Standards), and Article 9 (Administration and Procedures) of the Grand County Land Use Code as well as Grand County Construction Standards and the International Building Code.

I. **Project Description**

The application is for a General Rezone request to change the current Range & Grazing (RG) zoning on a 1.83-acre parcel located on 15 W. Old Highway 6 & 50 in Thompson Springs, to General Business (GB), which would allow for an array of mixed commercial uses at the property, but only upon a "will serve" from the Thompson Springs Special Service District (TSSD) for water. The future proposed land uses include the refurbishing of the existing structures into a café space with outdoor entertainment area, a mixed retail space, large storage building and potentially a chapel.

II. **Consistency with 2012 General Plan**

A. The subject property is located within the Range, Resource and Recreation area of the current Future Land Use Map.

The Future Land Use designation of Range, Resource and Recreation encourages development that is consistent with residential densities that range from one dwelling per five acres up to one dwelling per three acres with a 50% open-space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu. In addition to residential uses this designation

includes recreation/resort development, agriculture and development/extraction of natural resources.

1. While not proposing future residential uses, the rezone request to General Business is consistent with the intent of the Range, Resource and Recreation future land use in that the future proposed uses at the subject property are intended to give a variety of commercial uses that would accommodate tourists and local residents in a commercial setting including entertainment, food and retail.

B. The subject parcel is also located within the Rural Center Future Land Use Map.

The Future Land Use designation of Rural Center is intended to vary in size from 5 to 30 acres in total and promotes uses such as neighborhood scale retail, small businesses, local commercial, local tourism, on site renewable energy, and residential neighborhoods. Residential density of up to 3.2 units per acre is permitted if it includes (a) 50% open spaces set aside or fee-in-lieu, (b) 25% affordable housing units or fee in lieu, (c) multi-modal options, (pedestrian/bicycle, at a minimum), and (d) no more than ½ of total dwelling units are multi-family.

1. The mixed uses that the property owner is proposing would be consistent with the Future Land Use Map designation for the area by providing a variety of commercial uses that promote tourism, small business and local commercial.

III. Future Land Use and Rezoning in Thompson Springs

UPDATED

A. The Thompson Springs area is included in the County's Future Land Use Analysis that is scheduled to be completed mid to late summer 2022. In initial discussions with property owners in Thompson (around the time this application was submitted), the idea of a comprehensive rezone for the entire town was discussed. As such, Planning & Zoning staff advised the applicant they could wait until the study was complete and a rezone for the entire town could become a reality. At that time, another rezone request had been submitted for the property adjacent to the subject property. Both property owners expressed their desire to move forward with their individual rezone requests instead of waiting for a possible rezone for the entire town, which at the time of their application submission did seem far off in the distance and not certain.

As the Land Use Analysis has evolved over time, staff has begun to reconsider the path of a comprehensive rezone, which may or may not be the best course of action. Instead, rezone requests brought forward by individual property owners, which align with the Future Land Use Map and corresponding Land Use Designations, may be the best path forward. This is still up for discussion and upon completion of the Land Use Analysis, the Planning & Zoning staff intend to hold town meetings in Thompson and consult with the Land Use Steering Committee to determine the most appropriate path forward.

It should be noted that the subject property is located in an area of Thompson Springs which is anticipated to be identified on the Future Land Use Map as being in the Future

Land Use Designation of General Business or similar Commercial zoning, in order to reflect the historical and current use of this area as a commercial hub for the community.

The General Business District is described in the LUC as: designed to accommodate a wide variety of commercial activities, to make Grand County a more attractive and energetic place to live, work and shop and to enhance the economic development of Grand County. General Business allows the following uses, per the Use Table in section 3.1 of the LUC:

- **Commercial:** Restaurant, bar or lounge, theater, all other indoor recreational,offices; outfitter guide with a CUP (both ATV and non-ATV); personal service-oriented; building materials sales and yard; all other retail sales, besides greenhouses and nurseries or repair, general; self storage besides RV and boat; auto repair garage with CUP, car wash, fuel service with CUP, vehicle sales, ATV sales with CUP.
- **Residential:** Upper-story residential (mixed use), all other group living.
- **Public & Civic Uses:** Community service, day care, college or university, all other educational facilities besides field research stations and environmental education centers; all other government facilities, besides detention center, county or state shop/storage yard, recycling center; all institutions; medical facilities including hospital or clinic; parks and open areas besides golf courses and cemeteries; places of worship; most utilities.
- **Industrial:** with a CUP – food processing, woodworking and cabinet shops, manufacturing and production, wholesale trade and contractor services.
- **Agriculture:** fruit and vegetable stand

IV. <u>Water Resources</u>

A. While not a requirement of a rezone application, the Planning and Zoning department is requesting a water analysis for property owners applying for rezones in Thompson Springs due to the current moratorium on new water connections with the Thompson Special Service District.

1. The submitted analysis, completed by TSSD demonstrates that there is not currently a water account connected to this property and that the TSSD cannot supply water for future development until the state of water resources for the Thompson area changes.

    a. While development cannot occur on the subject property at this time, the TSSD recommended that the County favorably consider this rezone application as, there are efforts currently underway to address the water deficit such that the TSSD will be able to provide water connections at a future date. (see attached TSSD letter)

V. Conformance with Grand County Land Use Code (LUC)

A. The Proposed rezone is in conformance with LUC Article 9, Administration and Procedure and article 9.2.2 - Application for Zoning Map or Text Amendment. in the following ways:

1. A complete application was submitted by the property owner's representative in accordance with provisions of the Grand County Land Use Code Article 9.2.2.

2. The application was reviewed by the zoning administrator and deemed a complete application on January 28, 2022, per article 9.2.2

B. 9.2.5 Issues for Consideration (A-K)

In making its determination, the Planning Commission and the County Commission shall consider staff reports, written and oral testimony presented, and the following criteria:

A. *Was the existing zone for the property adopted in error?*

It may have been the case that the Range and Grazing zone was designated in error, as the historic principal use on the property was commercial.

B. *Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?*

The Thompson Springs area is undergoing many changes as of late, including a replat of the entire town to improve street design and the general layout of lots. A land use analysis is slated for the summer of 2022 to evaluate zoning for the entire town. Historically, Thompson experienced a boom and a bust, and is now on the upswing of that, showing signs of being a viable commercial and residential node (of course within limitations of water availability) outside of the Moab valley and just off a major Interstate freeway.

C. *Is there a need for the proposed use(s) within the area or community?*

neutral

D. *Will there be benefits derived by the community or area by granting the proposed rezoning?*

The community may gain the benefits of revitalization, as the rezone may encourage renovation of rundown structures, and general cleanup of the area. The rezone will also provide local retail services, a restaurant/cafe and a venue for gathering and outdoor entertainment.

E. *Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan's zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?*

(see above section on consistency with the General Plan)F.

F. *Should the development be annexed to a city?*

No, the subject property is not within the City's future annexation boundary.

G. *Is the proposed density and intensity of use permitted in the proposed zoning district?*

The proposed uses of mixed-use commercial, would be permitted in the proposed zoning district of General Business.

H. *Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?*

The site is suitable for the rezoning to GB as it is located in the historic commercial district of Thompson Springs, and was historically used for commercial purposes. With a rezoning of the property, once water resources are available the property owner will have the ability to improve the scenic quality of the area.

I. *Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?*

The proposed uses are compatible with surrounding properties, being in the historic commercial center of Thompson Springs. Adverse impacts may include an increase in visitor traffic and increase in water demand. Currently the TSSD regulates development in relation to water demand. (statement included below)

J. *Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?*

Rocky Mountain Power and Dominion Energy serve parcels in the Thompson Springs area.

Water resources are provided by Thompson Special Service District and they have provided the following comment:

"Despite the TSSD not being able to sell water shares to ABC Thompson LLC or anyone else at this time, the Board does believe that the property in question is in a great location for General Business zoning and believes that the County should allow the rezone to move forward."

K. *Does the proposed change constitute "spot zoning"?*

The subject parcel is surrounded by Range and Grazing, but also adjacent to Light Industrial and across the street from Highway Commercial.

B. The Public Notice requirements were met for this Public Hearing in accordance with Utah State Code § 17-27a-205.

1. The property owner placed two (2) posters on the property provided by the Planning and Zoning Department in a prominent and visible location on the

subject property within five feet of the property line a minimum of 10 days before the Public Hearing. One poster was placed along each street/road frontage.

2. The Planning & Zoning Department placed public notices in accordance with Utah State Code 17-27a-205 on the County website a minimum of 10 days before this hearing.

3. The Planning & Zoning Department placed public notices related to this Public Hearing according to Utah State Code 17-27a-205on the Utah Public Notice website a minimum of 10 days before this hearing.

VI. Planning Commission Recommendation: The Planning Commission considered the rezone request at a public hearing on February 28, 2022 and voted unanimously to send a favorable recommendation to the County Commission, citing that the property sits within what appears to be the historic commercial center of Thompson and a recent rezone request for the same was approved on the neighboring property.

GRAND COUNTY, UTAH

ORDINANCE NO. _____ (2022)

APPROVING A REZONE FOR PARCEL NO. 07-0021-0105 FROM RANGE AND GRAZING (RG) TO GENERAL BUSINESS (GB)

WHEREAS, ABC, LLC ("Owner") is the owner of record of 1.83 acres of real property known as Parcel No. 07-0021-0073, more specifically described as follows:

> BEGINNING SOUTH 76 DEG. 06' EAST 1196.4 FROM THE WEST QUARTER SECTION 21, T21S, R20E, THENCE NORTH 08 DEG. 35' EAST 606 FEET, THENCE SOUTH 81 DEG. 25' EAST 790 FEET, THENCE SOUTH 08 DEG. 35' WEST 606 FEET, THENCE NORTH 81 DEG. 25' WEST 790 FEET TO THE POINT OF THE BEGINNING

WHEREAS, the Owner has submitted an application requesting the General Business Zoning District as defined by the Grand County Land Use Code ("LUC") Section 2.9;

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 Owner has submitted an application satisfying the statutory requirements of LUC Section 9.2 (Text and Zoning Map Amendments (Rezonings);

WHEREAS, the Thompson Special Service District issued a moratorium on new water accounts and since the subject property does not currently have a water account to serve new development, no development may commence as a result of this rezone, as rezones do not constitute site plan approval or building permit issuance which both require proof of water service from a local service district;

WHEREAS, in a public hearing on February 28, 2022, 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 (the "Commission") would meet to hear and consider the proposed Rezoning application in a public hearing on June 7, 2022;

WHEREAS, the 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 accordance with the LUC section 9.2.5 - Issues for Consideration.

NOW, THEREFORE, BE IT ORDAINED by the Commission that it does hereby approve a rezone for real property located at 15 W. Old Highway 6 & 50, Thompson Spring Utah, also known as Parcel No. 07-0021-0073, as shown in ***Exhibit A***, from Range and Grazing (RG) to General Business (GB) with the following condition:

a. The rezone approval does not constitute Site Plan approval for development on the subject property. Site Plan Approval or Building Permits shall not be issued until the Thompson Special Service District or other County authorized water provider approves a water account to serve the proposed development.

P**ASSED, ADOPTED, AND APPROVED** by the Grand County Commission in open session this ___ day of _____, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission

_____

Jacques Hadler, Chairperson

ATTEST:

_____

Gabriel Woytek, Clerk/Auditor

BOUNDARY SURVEY

LOCATED IN THE WEST HALF OF
SECTION 21, T21S, R20E, SLB&M

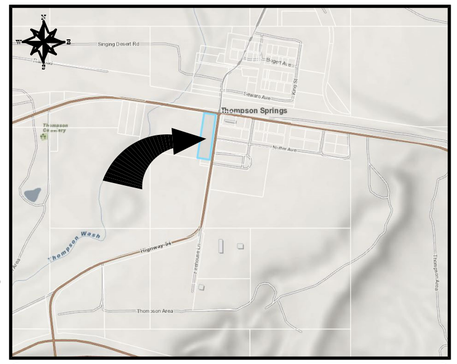
RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

N
W E
S

60' 0' 60' 120'

SCALE: 1" = 60'



VICINITY MAP

NOT TO SCALE

STANDARD LEGEND

POWERPOLE	PROP. CORNER FOUND
GUY WIRE	PROP. CORNER SET
(R) RECORD DATA	MAG NAIL FOUND
(M) MEASURED DATA	MAG NAIL SET
(C) CALCULATED DATA	BLOCK CORNER
PROPERTY LINE	SECTION MONUMENT
PROPERTY ADJOINING	FENCE
	ASPHALT

PROJECT TYPE:
BOUNDARY
SURVEY

PROJECT ADDRESS:
HIGHWAY 6 & 50
THOMPSON SPRINGS, UTAH

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
SANIA CAREY

DATE:
1/6/22

JOB NUMBER:
221-21

SHEET 1 OF 1

SURVEYOR'S CERTIFICATION

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

Lucas Blake
License No. 7540504

LICENSED PROFESSIONAL LAND SURVEYOR
NO. 7540504
LUCAS
BLAKE
STATE OF UTAH

Lucas Blake
License No. 7540504

1/6/22
DATE

WARRANTY DEED LEGAL DESCRIPTION

BOOK. 915, PAGE. 834-837, ENTRY No. 540761

BEGINNING AT A POINT NORTH 52 DEG. 15' WEST 75 FEET FROM THE NORTHWEST CORNER OF LOT 16, BLOCK A, THOMPSON TOWNSITE, WHICH POINT IS SOUTH 8 DEG. 35' WEST 114 FEET FROM THE INTERSECTION OF
THE WEST LINE OF MAIN STREET WITH THE CENTERLINE OF THE MAIN TRACT OF THE D&RGW RAIL ROAD, AND THENCE SOUTH 8 DEG. 35' WEST 50 FEET TO THE TRUE POINT OF BEGINNNING AND RUNNING THECE SOUTH 8 DEG. 35' EAST ALONG THE WEST SIDE OF MAIN STREET 594.8 FEET; THENCE NORTH 81 DEG. 25' WEST 170 FEET; THENCE NORTH 8 DEG. 35' WEST 594.8 FEET; THENCE SOUTH 81 DEG.25' EAST 170 FEET TO THE POINT OF BEGINNING.
Tax Parcel No.: 07-0021-0073
Subject to easements, reservations and restrictions however evidenced.

AS-SURVEYED LEGAL DESCRIPTION

Beginning at the Southwest intersection of Highway 6 & 50 and Main Street rights-of-way, said point being South 89°07’15” West 66.91 feet from the Northwest corner of Lot 16, Block A, Thompson Townsite, said point also being North 70°50’14” West 474.03 feet form the Center Quarter corner of Section 21, Township 21 South, Range 20 East, Salt Lake Base and Meridian, and proceeding thence with Main Street western right-of-way South 08°35’ West 594.8 feet, thence North 81°25’ West 166.22 feet to the Corkery/Adams Tract, thence with said Tract North 08°24’55” East to a point on the southern right-of-way of Highway 6 & 50, thence with said right-of-way South 81°25’ East 167.96 feet to the point of beginning, having an area of 99,386 Sq. ft, 2.28 Acres.

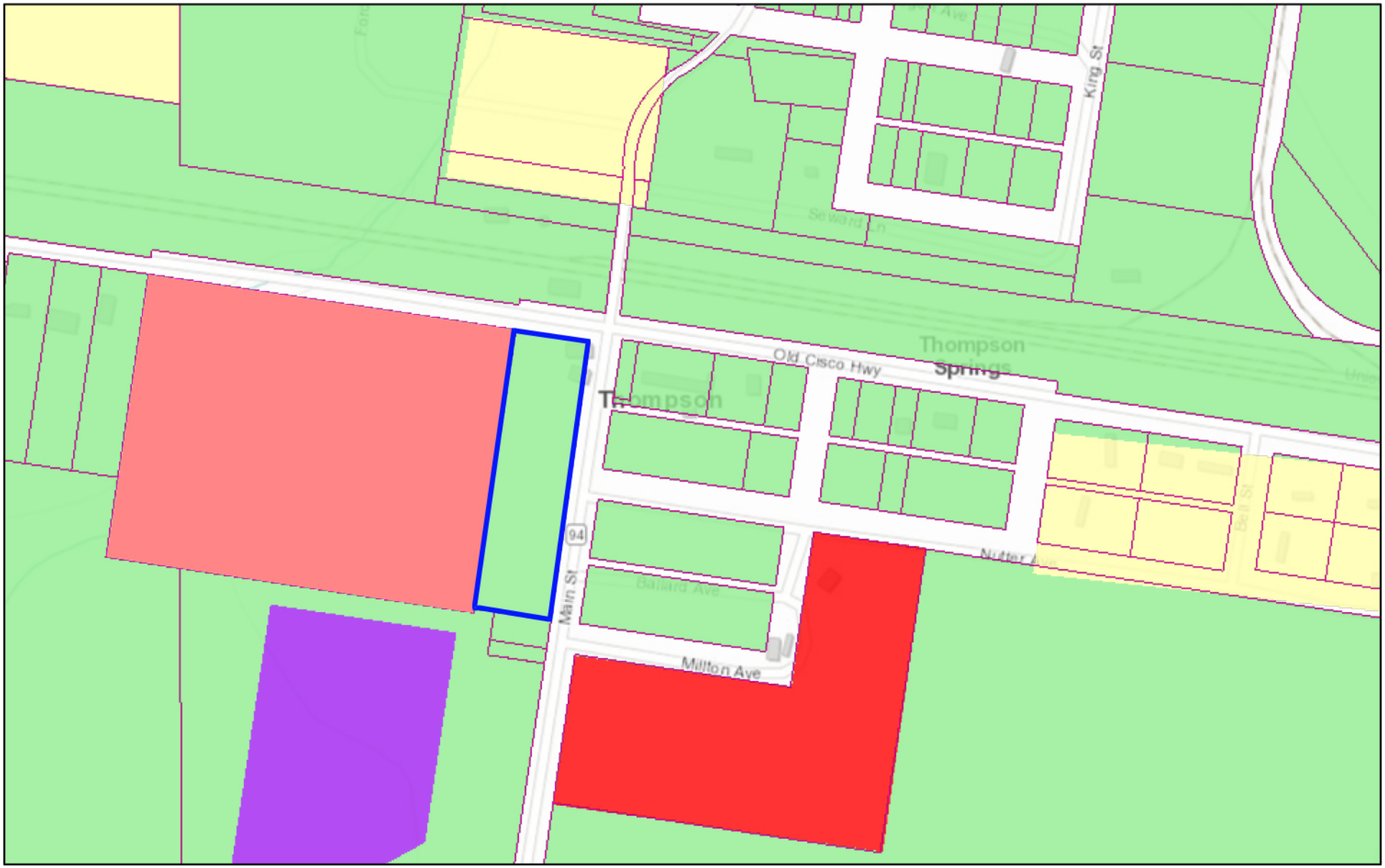
SURVEYOR NOTES

THE BASIS OF BEARING IS SOUTH 89°48'22" WEST BETWEEN THE CENTER QUARTER CORNER AND THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 20 EAST, SALT LAKE BASE AND MERIDIAN.

THE INTENT OF THE SURVEY IS TO MONUMENT OR LOCATE ORIGINAL PROPERTY CORNERS. THE SURVEY WAS PERFORMED USING BEST LEGAL EVIDENCE OF OCCUPATION IMPROVEMENTS LOCATED ON THE GROUND, OUR RESEARCH AND SITE WORK HAS DETERMINED NOTES OF IMPORTANCE AS FOLLOWS;

1. FOUND KEOGH MARKER AT THE NORTHWEST CORNER OF LOT 16, BLOCK A AND THE SOUTHEAST CORNER OF THIS PARCEL.
2. HELD FOUND REBAR AT THE WEST BOUNDARY AND FENCE LINE.

Grand County Parcel Map



May 24, 2022

Legend

- Light Industrial
- Highway Commercial
- General Business
- Small Lot Residential
- Range & Grazing

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.19 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

SUPPORTING MATERIALS

Zone Change applications shall contain, at a minimum, the following support materials through the approval process according to the following submittal schedule:

☒ Survey. The applicant shall submit a certified survey of land area to be rezoned. Such survey map shall require at a minimum the following information. See survey Contract A-1 & A-2.

1. Subject land area acreage. 1.83 ac. See pages: 2-C, & 2-D.
2. Adjacent uses and predominant uses in the vicinity. See pages: 2-A,B,C,D,E,F,G,H,I,J,K.
3. Existing zoning designation of the subject property and surrounding property. See pages: 2-A,B,C,D,E,F,G,H,I,J,K.
4. A vicinity map. See pages: 2-A & 2-B.
5. Proposed project conceptual plan. See pages: 3

☒ Application Statement. A statement by the Applicant explaining the rationale for the rezoni request relative to the issues for consideration (please see items # 1-10 below) imposed by Sec 9.2.7 (Grand County LUC). In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

Sec. 9.2.7 Issue for Consideration:

✓ 1. Was the existing zone for the property adopted in error? I understand it was changed in the mid to late 1980's as a tax relief for Thompson Springs residents because I-70 was being completed and Hwy 6 & 50 was not the main road from Green River, to Grand Junction. Thompson Springs no longer had the traffic nor business it once had since I-70 was completed.

✓ 2. Has there been a change of character in the area (e.g. installation of public facilities, A public rest area was created at the only 4-way stop (located across from the Cafe' that is requesting a zone change) It has been graveled, with an open air shelter that have picnic tables under it, 2-public trash cans, and a map, showing attraction areas in Thompson and Sego Canyon. other zone changes, new growth trends, deterioration, development transitions, etc.)? Yes, on the south end of the Cafe' property across the street, The Ballard RV Camp Park has increased their size because of increased business. They have also completed their zone change to a commercial zoning. I think the Desert Moon (part of their proper as I understand is zoned commercial) is working on increasing their total acreage to commercial. The Desert Moon Hotel & RV is next door to the Cafe'.

✓ 3. Is there a need for the proposed use(s) within the area of community? Yes, Thompson Springs is increasing in popularity. There are more and more visitors recreating in this area. Restoring and reopening the Cafe' and the little building on this property will provide local jobs for the Thompson Springs residents. Most of the residents drive daily to Green River or Moab to work. Many of the visitors staying in the RV parks are always walking around Thompson at night looking for something to do. The Cafe' will provide the residents and visitors a place where they can get meal without traveling 30 plus miles to Green River or Moab. We are planning on opening 2-little out door garden areas. One as an outdoor chapel and one called The Secret Garden. Both will have out door seating. The Secret Garden will have an outdoor stage. Once a month (the 3rd. Thursday from April till October) from 4:00 pm till 8:00 pm we will have entertainment in this area. One act plays, poetry reading, Solo musicians (no bands), A..J. Roger's fire side stories (without fires) of Old times in Thompson Spring & Sego Canyon, and a variety of contest (Unique Whistling, Bubble Gum Blowing, Yodeling, Look-a-Like, and Pie eating contest to name a few.

✓ 4. Will there be Benefits derived by the community or area by granting the proposed rezoning? Yes, it will created jobs for local residents and provide visitors and locals a place to enjoy a meal without traveling out of the area.

✓ 5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan? Yes, I understand it is, but I am not sure they have completed their general plan yet.

✓ 6. Should the development be annexed to a city? No, Moab City is about 35 mile south of Thompson Springs.

✓ 7. Is the proposed density and intensity of use permitted in the proposed zoning district? Yes, as I understand it.

✓ 8. Is the site sutiable for rezoning based on a consideration of environmental and scenic quality impacts? Yes, the Cafe' and the little building on this property have been in existence since the early 50's. The Cafe' hasn't been open to the public for years. The past owner became very ill and only had it open to his personal friends until his demise on 11/14/2017 See Jay 1. The other four building have been vacant since the early 90"s.

✓ 9. Are the proposed uses compatible with the surrounding area or uses: Yes. Will there be adverse impacts: No, I don't believe so. Every local and visitors that have stopped by while I have been painting the outside of the building have expressed a positive interest in having the Cafe' and this area restored and open for business.

and /or can any adverse impacts be adequately mitigated? I don't feel their will be an adverse impact on rezoning and or opening this property. It is located at the ONLY 4-way stop in this area and was considered the center of Thompson Springs in its day.

✓ 10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? These are existing buildings. The Cafe', the little house to the west of the Cafe' and the 3-buildings to the south of the cafe all have now or have had power to them. The Cafe' the little house and the white house all have now and or have had water meters, septic, and propane hooked up to them. There is a fire hydrant located on this property. It is located between the Cafe' and the little house to the west. There is also a water line and septic to the south of the concrete pad where a double wide manufactured home was located. I have not identified the location of either of these lines yet. This will be done if and when needed. All septic systems are made out of concrete and will be updated with new septic tanks before the opening of each area. If utilities are not available, could they be reasonably extended? All utilities are in per-existing locations. Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development? Yes.

☒ **Title Report.** A preliminary title report for each stage of the application process must be dated within three months of the application submittal date, from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property. South Eastern Utah Title Company. See pages T.R. 1-16, O.N. 1-6, O.P.T.I. 1-5, W.D. 1-6, Q.D. 1-20, Jay 1-3, Ernest 1 & 2, and Beverly 1.

☒ **Taxes.** A statement from the County Treasurer showing the status of all current taxes due on the parcel. See page 2-D.

☒ **Surrounding Property Owners.** A list of surrounding property owners and their legal mailing address within 100 feet of the exterior boundary of the parcel proposed to be rezoned. See pages 2-B, C,D,E,F,G,H,I,J,K.

☒ **Posting.** The applicant is responsible for posting a sign noticing the public hearing (please see attached for a reduced size template and requirements). The applicant is responsible for wind and water proofing the sign as well as placing it in a prominent place on the land area proposed for subdivision with a notice of the hearing at least 10 days prior to the public hearing. I will do this when I receive a date to post this information.

☒ **Application Fee.** The process / filing fee of $500.00 shall be paid in full. Check # 123 paid 11/18/2021.

Thompson Special Service District
101 Fire Station Lane, Thompson Springs, UT 84540

Thompson Special Service District

Will Serve When Parameters Met Letter

To whom it may concern,

Saina Carey and her entity ABC Thompson LLC has presented her rezone and development plans to the TSSD Board. The board has run water usage calculations for the ABC Thompson LLC development plan proposal as per the State of Utah's Department of Drinking Water calculation tables R309-510-1 and R309-510-2 that can be located at https://documents.deq.utah.gov/drinking-water/rules/DDW-2017-004422.pdf

Using the State guidelines, the board has found that the peak demand amount of water necessary for the ABC Thompson LLC proposed development plans for a restaurant, store, and employee housing is 4 ERU's. The TSSD is willing to serve the required 4 ERU's for the ABC Thompson LLC once the following parameters are met:

1. The TSSD is no longer in water deficit per state guidelines

2. The TSSD has the source capacity to sell more water shares

3. The TSSD Board has voted to sell more water shares

4. The customers who purchased 18 water shares in the Spring of 2021 are able to first realize their shares that have not yet been delivered due to the moratorium on water sales stemming from the calculated water deficit by Sunrise Engineering.

5. A commitment from ABC Thompson LLC is obtained that states that if their water usage consistently exceeds their allotted amount that they will need to decrease their business operation capacity until their water usage falls within their 4 ERU capacity or purchase more water shares.

Despite the TSSD not being able to sell water shares to ABC Thompson LLC or anyone else at this time, the board does believe that the property in question is in a great location for General Business zoning and believes that the County should allow the rezone to move forward. This is due to the anticipation of the 5

parameters above being met within the near future and that the ABC Thompson LLC ownership has acknowledged and accepted the risk that the above 5 parameters may not be met and the water shares may not be able to be sold.

Below is the water calculations in Gallons Per Day "GPD" from the proposed ABC Thompson LLC plan:

37 Restaurant Seats (not 24 service) at 35 GPD each = 1,295 GPD

1 Store Bathroom at 500 GPD each= 500 GPD

8 Store Employees at 11 GPD each = 88 GPD

2 persons living onsite in boarding house type accommodations at 50 GPD each = 100 GPD

TOTAL = 1,983 GPD = 4 ERU's at 500 GPD

If Grand County Planning and Zoning has any questions in regards to this Will Serve When Parameters are Met Letter please feel free to reach out.

Regards,

John R. Corkery IV

TSSD Chariman

801-414-5595

johnripleyiv@gmail.com

THOMPSON SPECIAL SERVICE DISTRICT
CULINARY WATER APPLICATION & SERVICE AGREEMENT

THE PROPERTY OWNER, below named, hereby submits this application to the Thompson Special Service District for culinary water service as follows:

Property Owner:

Name: Saina Carey

Mailing Address: 574 W. Hale Ave. Moab, UT 84532

Home Phone #: 435-259-9463

Work Phone #: 435-259-5021

Property to be served:

Subdivision: 15 W. Old Hwy 6 & 50

Street Address: Thompson Springs, UT 84532

Type of Property:

Residential: Owner Occupied ☐ Rental ☐

Commercial: Owner Occupied ☒ Rental ☐

Connection Size: _____

Water Hook-up Fee:

¾ inch meter fee/connection	$1200.00
1-inch meter fee/connection	$1400.00
11/2-inch meter fee/connection	$1500.00 +parts
2-inch meter fee/connection	$1800.00+ parts
Larger than 2 inches meter fee/connection to be Determined by board	

I will be activating the meter at the Cafe' 15 W. Old Hwy 6 & 50

Activation Fee $100.00 Ck# _____

Date _____ Collected by: _____

THIS CULINARY WATER SERVICE AGREEMENT ("Agreement"), is made and entered into by and between the above-named owner (the "Customer"), of the above described real property (the "Property"), and the Thompson Special Service District (the "District").

Based upon the foregoing application of the Customer for culinary water service from the District, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Customer and the District agree as follows:

1. Availability of Service. Effective within one working day of the date of execution hereof by the District, the Customer shall be authorized to receive the benefit of year-round culinary water service from the District, subject to the covenants and conditions hereinafter set forth.

2. Representation of Ownership. The Customer hereby represents the he/she is the legal owner of the Property, and that the Property shall be benefited by culinary water service to be received from the District. Each succeeding owner of the Property shall be required to execute a new service agreement with the District as a condition to receiving service from the District.

3. District Rules and Regulations. The Customer has read and is familiar with the lawful rules and regulations of the District pertaining to culinary water service and agrees to be bound by and obey the same as such are now or may hereafter be adopted and/or amended by the Board of Trustees of the District.

4. Payment of Fees and Charges. The Customer shall be the party responsible for payment of all service fees and charges lawfully imposed from time-to-time by the District for culinary water service rendered by the District to the Property. Any Bill not timely paid shall be deemed delinquent.

5. Termination. Culinary water service to the Property may be terminated as follows:

    a. Termination Upon Request. Subject to the provisions of Section 7(b) below, the Customer may request termination of service to the Property upon submitting a written request for termination of service to the District. Upon receipt of said request, service to the Property shall be terminated and remain terminated unless and until:

        i. The Customer notifies the District, in writing, that service to the Property is to be reinstated in conformance with provisions of this Agreement, or,
        ii. A successor owner of the Property executes a new service agreement.

    b. Termination for Delinquency. In the event any bill shall remain delinquent, the District shall discontinue furnishing water service to the Customer's Property and shall refuse to restore water service unless and until all past due service fees and charges, together with interest on the delinquent amount plus the District's standard re-connection fee have been paid in full. In addition, pursuant to the provisions of Utah Code Ann. §17A-1-205 and 17B-2-801 through 805 (the "Statute"), the District may certify the past due service fees and other amounts for which the Customer is liable to the Treasurer or Assessor of

Grand County, Utah. Upon their certification, the past due service fees, and other amounts for which the Customer is liable for water services rendered by the District shall become a lien upon the Property, on a parity with and collectible at the same time and in the same manner as general county taxes that are a lien on the Property. All methods of enforcement available for the collection of general county taxes, including sale of the Property, shall be available for the collection of delinquent service fees and charges. The aforesaid remedies shall be in addition to and not in lieu of any and all other remedies available to the District as law or in equity, including, without limitation, a civil action authorized pursuant to the Statute.

c. Termination in the Event of Contamination. In the event the District, as a result of water sampling, has reasonable cause to believe that the water supply of the District is being contaminated, in any way, from the Property, the District may temporarily terminate water service until the source of contamination has been removed and/or the contamination or threat of contamination has been rectified to the satisfaction of the District; whereupon water service to the Property shall be restored.

6. Reinstatement of Service. Service to the Property shall only be reinstated by authorized District Personnel. Turning on water that has been turned off by order of the District by anyone other than authorized personnel is strictly prohibited. A tampering charge shall be assessed and/or court action may be taken for any unauthorized turn-on, theft, tampering, or vandalism of District property. Customer shall further pay and be responsible for any unauthorized use of water at the Property, if any, during the period of contamination.

7. Rental Property and Property Being Purchased Under Contract. In the event the Property shall be leased or sold under contract by the Customer to another person or persons (hereinafter referred to singularly or collectively as the case may be, as the "Tenant/Purchaser"), service to the premises shall be rendered by the District subject to and in conformance with the following:
   a. Notwithstanding that the Property has been leased or is being sold under a contract, all billings for service to the Property shall nevertheless be sent directly to the Customer and the Customer shall be liable for payment of the same in conformance with the provisions of this Agreement, and it shall be the responsibility of the Customer and not the District to seek reimbursement for fees and charges paid by the Customer from the Tenant/Purchaser.
   b. The District shall not terminate service to the Property, either as a result of non-payment of said fees and charges by the Customer or otherwise at the request of the Customer, without first having given due and adequate notice of said delinquency to the Tenant/Purchaser.

8. Right of Entry. Duly authorized officials, agents, employees, and contractors of the District shall have the right to enter upon the Property to install, operate, inspect, read, monitor, maintain,

repair, and replace any and all meters, equipment and other appurtenances to the District' culinary water system located on the Property.

9. Emergency Curtailments. In times of scarcity of water, whether such scarcity is the result of emergency, natural causes, mechanical failure, or any other cause whatsoever, the District shall have the right, in its discretion, to ration or otherwise curtail water service to the Property.

10. Attorney' Fees and Costs. The Customer shall pay and be responsible for all costs and expenses, including without limitation, reasonable attorney's fees, incurred by the District in any effort to collect any delinquent account or otherwise enforce any other provision hereof, whether by litigation or otherwise.

11. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

12. Governing Law. This Agreement and all matters relating hereto, shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah.

DATED this _____day of _____. 20___.

CUSTOMER:

Saina Carey

(TYPE/PRINT NAME OF CUSTOMER)

(SIGNATURE OF CUSTOMER)

THOMPSON SPECIAL SERVICE DISTRICT

By: _____
(CHAIR, BOARD OF TRUSTEES)

THOMPSON SPECIAL SERVICE DISTRICT

CULINARY WATER APPLICATION & SERVICE AGREEMENT

IMPACT FEE PAID BY: CASH - RECEIPT # _____ CHECK – CHECK #_____
AMOUNT DUE: $_____; AMOUNT PAID: $_____; BALANCE DUE: $_____

CONNECTION FEE PAID BY: CASH – RECEIPT # _____ CHECK – CHECK # _____
AMOUNT DUE: $_____; AMOUNT PAID: $_____; BALANCE DUE: $_____

WATER DEPOSIT PAID BY: CASH – RECEIPT # _____ CHECK – CHECK # _____
AMOUNT DUE: $_____; AMOUNT PAID: $_____; BALANCE DUE: $_____

SERVICE FEE PAID BY: CASH - RECEIPT # _____ CHECK – CHECK #_____
AMOUNT DUE: $_____; AMOUNT PAID: $_____; BALANCE DUE: $_____

Directions: To request inclusion on the Commission agenda, complete this Agenda Summary form by following the instructions within the form. Email completed form and any attachments to mnassau@grandcountyutah.net no later than 5:00 p.m. the Wednesday before the requested Commission Meeting (meetings are held the first & third Tuesday of every month at 4:00 p.m. Questions? Contact: Mallory Nassau, Associate Commission Administrator, at (435) 259-1346.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

6/21/2022

Agenda Item:

TITLE:	Kane Creek Preservation and Development, LLC request to Grand County to provide sanitary sewer service
FISCAL IMPACT:	Undetermined, Grand County is not a sanitary sewer service provider
PRESENTER(S):	Clerk/Auditor Woytek

Prepared By:

Gabriel Woytek, Grand County Clerk/Auditor

FOR OFFICE USE ONLY:

Attorney Review:

For office use only

RECOMMENDATION:

I move to (approve/deny) the request by Kane Creek Preservation and Development, LLC for Grand County to provide Sanitary Sewer Service at the parcels specified in the request.

BACKGROUND:

A public hearing was held after 6pm during the June 7th Grand County Commission Regular meeting, and remained open for public comments until 5pm on June 15th. No comments were received in either forum.

Per USC 17B-1-204, a request for service must be completed before a petition for the creation of a local district may proceed.

ATTACHMENT(S):

(Same attachments as 6/7 Meeting)

NOTICE OF PUBLIC HEARING
GRAND COUNTY COMMISSION

Notice is hereby given of a public hearing to be held after 6 p.m. on Tuesday, June 7th during the Grand County Commission Regular Meeting on a request by Kane Creek Preservation and Development, LLC to Grand County for sanitary sewer service at the address of 1002, 1509, 1519, 1529, 1539, 1813, 1949, and 2441 South Kane Creek Blvd., Moab, UT 84532, comprising eight (8) parcels: 03-0010-0099, 03-0010-0100, 03-0015-0099, 03-0015-0100, 03-0015-0101, 03-0015-0102, 03-0016-0001, and 03-0016-0002. The purpose of this hearing is to allow public input on whether the requested service is needed in the area, whether the service should be provided by the county and all other matters relating to the request. This hearing will be held at the chambers of the Grand County Commission at 125 E. Center St., Moab, UT 84532, with virtual participation options also available.

WITNESS MY HAND SEAL THIS 26th day of April (and 2nd DAY OF May), 2022.

Gabriel Woytek,

Grand County Clerk/Auditor

Published in the Moab Times-Independent on April 26th (and May 2nd), 2022

NOTICE OF PUBLIC HEARING
GRAND COUNTY COMMISSION

Notice is hereby given of a public hearing to be held after 6 p.m. on Tuesday, June 7th during the Grand County Commission Regular Meeting on a request by Kane Creek Preservation and Development, LLC to Grand County for sanitary sewer service at the address of 1002, 1509, 1519, 1529, 1539, 1813, 1949, and 2441 South Kane Creek Blvd., Moab, UT 84532, comprising eight (8) parcels: 03-0010-0099, 03-0010-0100, 03-0015-0099, 03-0015-0100, 03-0015-0101, 03-0015-0102, 03-0016-0001, and 03-0016-0002. The purpose of this hearing is to allow public input on whether the requested service is needed in the area, whether the service should be provided by the county and all other matters relating to the request. This hearing will be held at the chambers of the Grand County Commission at 125 E. Center St., Moab, UT 84532, with virtual participation options also available.

WITNESS MY HAND SEAL THIS 26th day of April (and 2nd DAY OF May), 2022.

Gabriel Woytek,

Grand County Clerk/Auditor

Published in the Moab Times-Independent on April 26th (and May 2nd), 2022

REQUEST TO GRAND COUNTY FOR SANITARY SEWER SERVICE

To: Gabriel Woytek Clerk-Auditor, Grand, County Utah

Re: Request that Grand County Provide Sanitary Sewer Service

Date Submitted: May 6, 2022

Via: Hand Delivery

Pursuant to Utah Code § 17B-1-204, Kane Creek Preservation and Development, LLC, ("**Owner**") the undersigned owner of 100% of private real property described and depicted in **Exhibit A**, ("**Applicable Area**"), hereby respectfully request Grand County provide sanitary sewer service, via a proposed local improvement district, or otherwise, within the Applicable Area of unincorporated Grand County. The Owner also holds 100% of the value of all real property in the Applicable Area of Grand County.

Owner provides the following information in accordance with the requirements of Utah Code § 17B-1-205:

A. Typed or printed name and current residence address of each property owner, groundwater right owner, or registered voter signing the petition:

Kane Creek Preservation and Development, LLC
10466 Iverson Lane
Highland, UT 84003

B. If it is a property owner request or petition: address of the property as to which the owner is signing the request or petition:

1002, 1509, 1519, 1529, 1539, 1813, 1949, and 2441 South Kane Creek Blvd. Moab, Utah 84532 comprising eight (8) parcels: 03-0010-0099, 03-0010-0100, 03-0015-0099, 03-0015-0100, 03-0015-0101, 03-0015-0102, 03-0016-0001, and 03-0016-0002.

C. Description of the entire area of the proposed local district:

*See attached **Exhibit A**.*

D. Map showing the boundaries of the entire proposed local district.

*See attached **Exhibit A**.*

E. Services proposed to be provided by the proposed local district:

Sanitary Sewer collection and treatment service.

F. For a proposed service area that is entirely within the unincorporated area of a single county, state whether the initial board of trustees will be: (i) the county legislative body; (ii) appointed as provided in Utah Code § 17B-1-304; or (iii) elected as provided in Utah Code § 17B-1-306:

Individuals qualified as an agent or representative of the Owner under Utah Code § 17B-1-302(3)(a) or the Utah Code be appointed by the legislative body of Grand County as Trustees pursuant to Utah Code § 17B-1-304.

G. Designate up to five signers of the petition or request as sponsors, one of whom shall be designated as the contact sponsor, with the mailing address and telephone number of each:

Craig Weston, Manager
Kane Creek Preservation and Development, LLC
10466 Iverson Lane
Highland, UT 84003
801-318-7100

Respectfully Submitted by the Owner on this 6th day of May, 2022.

KANE CREEK PRESERVATION AND DEVELOPMENT, LLC

By: _____
CRAIG WESTON, Manager

RECEIVED
MAY 06 2022
GRAND COUNTY

Exhibit A

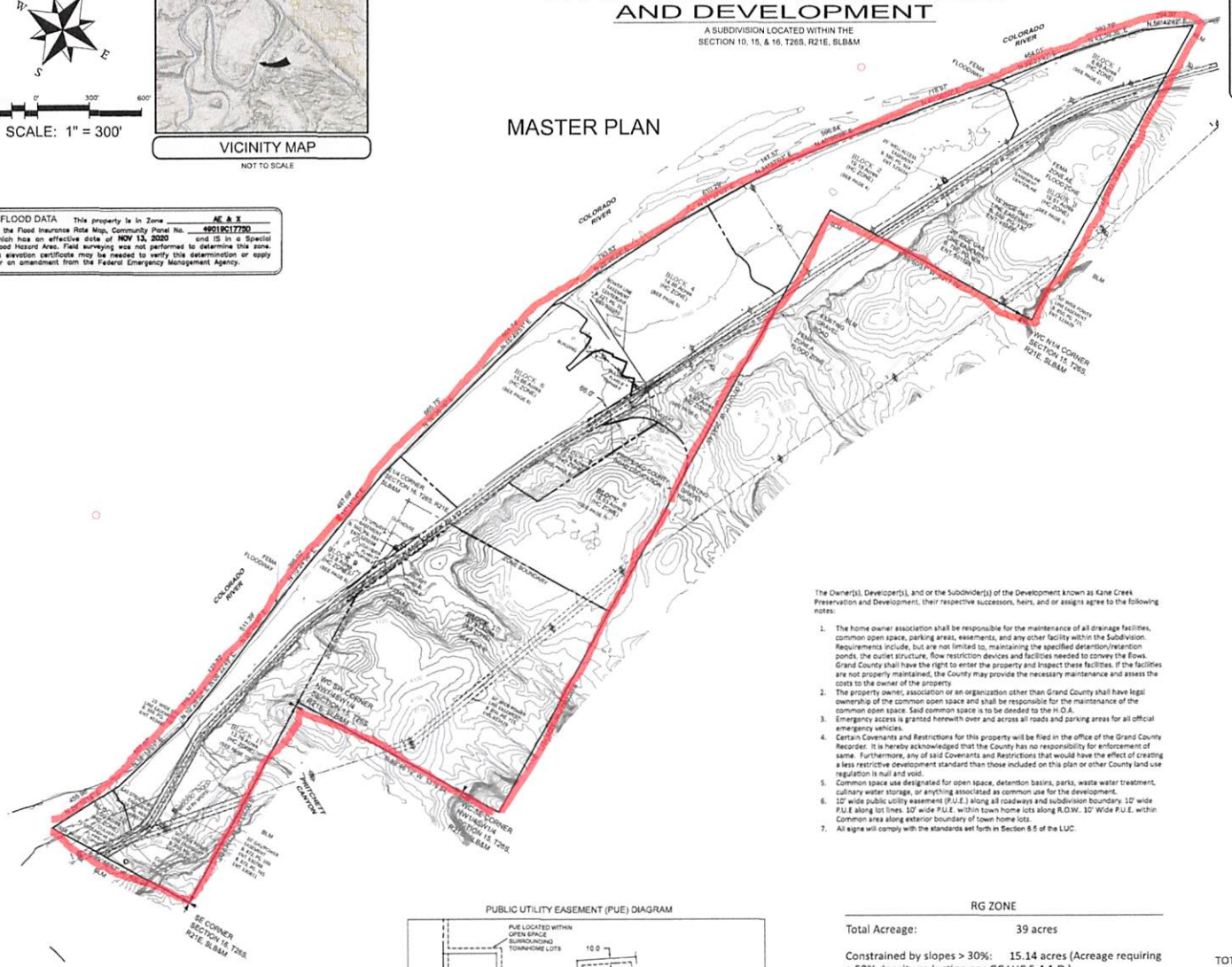
(Description and Map of the Entire Area of the Proposed Local District)

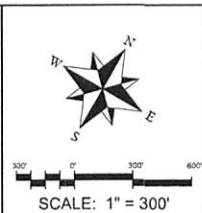
PRELIMINARY PLAT OF

KANE CREEK PRESERVATION AND DEVELOPMENT

A SUBDIVISION LOCATED WITHIN THE
SECTION 10, 15, & 16, T26S, R21E, SLB&M

MASTER PLAN





SCALE: 1" = 300'

VICINITY MAP

NOT TO SCALE

FLOOD DATA This property is in Zone AE & X of the Flood Insurance Rate Map, Community Panel No. 49019C1775D which has an effective date of NOV 13, 2020 and IS in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

STANDARD LEGEND

CLEAN OUT, SAN. SEWER LINE, SEWER MANHOLE, CABLE RISER, CABLE PEDESTAL, STOP SIGN, 10' CONTOURS, WATER LINE, WATER VALVE, WATER MANHOLE, FIRE HYDRANT, TELEPHONE PEDESTAL, GAS METER, GAS PEDESTAL, GAS LINE, FENCE, ASPHALT, POWERPOLE, GUY WIRE, POWER LINE, LIGHT POLE, ELECTRIC METER, ELECTRIC BOX, GENERATOR, (M) MEASURED DATA, (R) RECORD DATA, (C) CALCULATED DATA, PROP. CORNER FOUND, PROP. CORNER SET, MAG NAIL FOUND, MAG NAIL SET, BLOCK CORNER, SECTION MONUMENT, PROPERTY LINES, EASEMENTS, PROPERTY ADJOINING

RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
KANE CREEK BLVD
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
Owner: Kane Creek Preservation and Development LLC
General Partner: Craig Weston
10466 Iverson Ln
Highland, Ut 84003
801-315-7100

DATE:
1/30/22

JOB NUMBER:
025-21

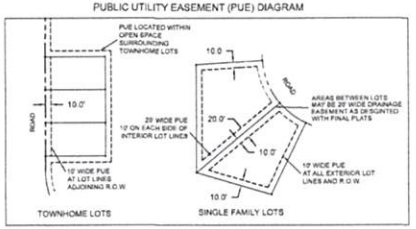
SHEET 1 OF 10

Preliminary Plat for inspection purposes only, and in no way official or approved for record purposes

The Owner(s), Developer(s), and or the Subdivider(s) of the Development known as Kane Creek Preservation and Development, their respective successors, heirs, and or assigns agree to the following notes:

1. The home owner association shall be responsible for the maintenance of all drainage facilities, common open space, parking areas, easements, and any other facility within the Subdivision. Requirements include, but are not limited to, maintaining the specified detention/retention ponds, the outlet structure, flow restriction devices and facilities needed to convey the flows. Grand County shall have the right to enter the property and inspect these facilities. If the facilities are not properly maintained, the County may provide the necessary maintenance and assess the costs to the owner of the property.
2. The property owner, association or an organization other than Grand County shall have legal ownership of the common open space and shall be responsible for the maintenance of the common open space. Said common space is to be deeded to the H.O.A.
3. Emergency access is granted herewith over and across all roads and parking areas for all official emergency vehicles.
4. Certain Covenants and Restrictions for this property will be filed in the office of the Grand County Recorder. It is hereby acknowledged that the County has no responsibility for enforcement of same. Furthermore, any of said Covenants and Restrictions that would have the effect of creating a less restrictive development standard than those included on this plan or other County land use regulation is null and void.
5. Common space use designated for open space, detention basins, parks, waste water treatment, culinary water storage, or anything associated as common use for the development.
6. 10' wide public utility easement (P.U.E.) along all roadways and subdivision boundary. 10' wide P.U.E along lot lines. 10' wide P.U.E. within town home lots along R.O.W.. 10' Wide P.U.E. within Common area along exterior boundary of town home lots.
7. All signs will comply with the standards set forth in Section 6.5 of the LUC.

PUBLIC UTILITY EASEMENT (PUE) DIAGRAM



RG ZONE

Total Acreage:	39 acres
Constrained by slopes > 30%:	15.14 acres (Acreage requiring a 50% density reduction per GC LUC 5.4.1.D.)
Allowable Density:	1 DU / 10 acres
Allowed DUs:	1 DU
Acreage on Land < 30% slopes:	23.86 acres (Use-by-right)
Allowable Density:	1 DU / 5 acres
Allowed DUs:	4 DU

Total Allowed Units Based on Constrained Lands Calculations: 5 SF units on the 39-acre zoned RG

SURVEYOR'S CERTIFICATION

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

Lucas Blake
License No. 7540504

Lucas Blake DATE
License No. 7540504

LEGAL DESCRIPTION

Beginning at the Southeast corner of Section 16, Township 26 South, Range 21 East, Salt Lake Base and Meridian, and running thence South 89 DEG. 55'57" WEST 900.24 Feet, more or less, along the South Section line to the easterly Meander Line of the Colorado River; thence, more or less, along the Meander Line of the Colorado the following seventeen courses: thence North 29°10'14" East 455.98 feet; thence North 18°13'01" East 507.07 feet; thence North 10°28'52" East 319.22 feet; thence North 08°22'49" East 127.72 feet; thence North 08°22'49" East 511.39 feet; thence North 10°24'56" East 395.02 feet; thence North 11°11'14" East 497.69 feet; thence North 16°36'16" East 150.94 feet; thence North 16°36'16" East 665.75 feet; thence North 15°49'51" East 601.74 feet; thence North 28°26'24" East 793.83 feet; thence North 31°37'03" East 610.29 feet; thence North 31°37'03" East 147.57 feet; thence North 40°00'28" East 596.84 feet; thence North 40°36'00" East 718.97 feet; thence North 39°33'53" East 464.01 feet; thence North 43°59'36" East 392.78 feet; thence North 56°42'42" East 294.90 feet to a point on the center section line of Section 10, T26S, R21E, SLBM; thence with said line South 00°01'49" East 1935.67 feet to the South Quarter corner of said Section 10 ; thence North 89°50'31" West 1317.79 feet to the Northwest corner of the NE1/4NW1/4 of section 15, T26S, R21E, SLBM; thence South 00°03'17" West 2643.45 feet to the Northeast corner of the NW1/4SW1/4 of said Section 15; thence South 00°04'21" West 1321.75 feet to the Southeast corner of the NW1/4SW1/4 of said Section 15; thence North 89°46'19" West 1316.84 feet to the Southwest corner of the NW1/4SW1/4 of said Section 15; thence South 00°03'17" West 1319.80 feet to the point of beginning, having an area of 176.37 acres, more or less.

A SUBDIVISION LOCATED WITHIN
SECTION 10, 15 &16, T26S, R21E, SLB&M

SURVEYOR NOTES

THE BASIS OF BEARING IS N 00°03'17" E BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN.

THE INTENT OF THE SURVEY IS SUBDIVIDE PARCELS.

	AREA (AC)	LAND USE	LOTS/UNITS
	10.6 ACRES	ROADWAY PUBLIC	
	21.2 ACRES	ROADWAY PRIVATE	
	1.9 ACRES	TOWNHOME LOTS	24
	13.9 ACRES	CONDOMINIUMS UNITS	167
	28.5 ACRES	TWINHOME LOTS	198
	9.4 ACRES	R-MIXED USE	68
	45.2 ACRES	SINGLE FAMILY LOTS	27
	12.8 ACRES	FUTURE DEVELOPMENT	*102
	32.9 ACRES	COMMON AREA	
TOTAL	176.4 ACRES		586

*102 PLANNED OAO UNITS

PROPOSED SETBACKS AS SHOWN:

RESIDENTIAL (HC ZONE) - FRONT 20', SIDE 10', REAR 10'.
RESIDENTIAL (RG ZONE) - FRONT 25', SIDE 15', REAR 20'.

EASEMENTS:

10' UTILITY EASEMENT ALONG RIGHTS-OF-WAY

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JUNE 21ST, 2022

Agenda Item:

TITLE:	Approving resolution updating Section 8 - Benefits- All Employees of the Grand County Employee Handbook.
FISCAL IMPACT:	None
PRESENTER(S):	Renee Baker, Personnel Services Director

Prepared By:

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

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I approve the resolution titled, A Resolution of the Grand County Commission Updating the Grand County Employee Handbook Section VIII Benefits, All Employees, Retirement and Bereavement Leave effective 6/22/2022.

BACKGROUND:

Retirement:
URS requires that we have a policy in place stating what positions can be exempt from Retirement Coverage. Most other organizations only allow their elected officials to claim an URS exemption.

Bereavement:
From the 2022 legislative session, HB 449 added misscarriage/ loss of pregnancy to a covered use of Bereavement Leave. This updates our policy to be in compliance.

ATTACHMENT(S):

1. RESOLUTION #____: A RESOLUTION OF THE GRAND COUNTY COMMISSION UPDATING THE GRAND COUNTY EMPLOYEE HANDBOOK SECTION VIII BENEFITS- ALL EMPLOYEES, RETIREMENT, BEREAVEMENT LEAVE. + EXHIBITS A AND B

GRAND COUNTY, UTAH

RESOLUTION NO._____(2022)

A RESOLUTION OF THE GRAND COUNTY COMMISSION UPDATING THE GRAND COUNTY EMPLOYEE HANDBOOK SECTION VIII BENEFITS- ALL EMPLOYEES, RETIREMENT AND BEREAVEMENT LEAVE

WHEREAS, it is necessary from time to time to amend policies contained in the Grand County Employee Handbook previously enacted by the Grand County Commission in order to improve and establish new policies and procedures; and

WHEREAS, Exhibit A, incorporated herein, more fully describes the addition to "Section VIII-Benefits -All Employees A. Retirement . 4. Exempting from Utah Retirement Coverage added to comply with Utah State Code 49-13-203 (5)

WHEREAS, Exhibit B, incorporated herein, more fully describes the updated "Section VIII-Benefits -All Employees I. Bereavement Leave" Policy updated to incorporate updates from HB 449 and updated Utah State Code 17-33-5.

WHEREAS, the policies established herein is to be effective June 22nd, 2022 , and is to be included in the next County Commission approved version of the Employee Handbook (last adopted effective January 1, 2014); and

NOW, THEREFORE, be it resolved by the Grand County Commission to amend and enact policies. The proposed amendments are contained in Exhibit A and Exhibit B which are attached to and made a part of this resolution.

APPROVED by the Grand County Commission in open session of a public meeting this 21st day of June, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

ATTEST: **APPROVE:**

_____ _____

Gabriel Woytek Jacques Hadler

Grand County Clerk/Auditor *Grand County Commission Chair*

Exhibit A

Section VIII- Benefits – All Employees

A. Retirement

4. Exempting from Utah Retirement Coverage

Individuals employed in certain positions may exempt from retirement coverage under Tier 1 or from the defined contribution (DC) vesting requirements under Tier 2. All employees eligible to exempt must be certified eligible with Utah Retirement Systems in a position eligible to exempt.

Tier 1 elected and appointed officials must qualify for coverage by meeting monthly minimum earnings requirements and work in a position eligible to request a retirement exemption. Appointments must be recorded in an official record kept by Grand County. Grand County is responsible for monitoring salary to comply with regular monthly minimum earnings requirements. A Tier 1 Request for Exemption Form shall be submitted to Utah Retirement Systems when an employee initially begins employment.

Tier 2 appointed officials must qualify for coverage, be certified as full-time by Grand County, and work in a Tier 2 eligible position to request exemption from the DC four-year vesting requirements. A Tier 2 Request of Exemption Form shall be submitted to Utah Retirement Systems for each appointed official requesting exemption.

Tier 2 full-time elected officials are only eligible under the Defined Contribution Plan and are automatically exempt from the DC four-year vesting requirements

Grand County Employees eligible for URS Exemption

1. Grand County Assessor (Elected)
2. Grand County Attorney (Elected)
3. Grand County Clerk/Auditor (Elected)
4. Grand County Recorder (Elected)
5. Grand County Surveyor (Elected)
6. Grand County Treasurer (Elected)
7. Grand County Sheriff (Elected)
8. Grand County Commissioners (Elected)- 7 seats
9. Grand County Justice Court Judge (Appointed)

Members receiving a monthly retirement allowance from URS are considered retirees and may not exempt. Retired members must comply with the Postretirement Reemployment Restrictions Act (U.C.A 49-11-12)

Exhibit B

Section VIII- Benefits – All

I. Bereavement Leave

Grand County grants bereavement leave to full time regular employees who suffer the death of a member of the immediate family, or a close relative. It is the intent of Grand County to be considerate of a Grand County employee's special needs and to be supportive in the death of a loved one.

As a result of this consideration, Grand County may provide the individual with paid time off from work to attend the funeral and to fulfill other responsibilities before and after the funeral.

If an employee suffers the death of a close relative and requests time off from work during the period of bereavement, the Elected Official, Council Administrator or Department Head may approve the request based on the necessity and appropriateness of having the time off. The employee should be attending the funeral and/or have certain responsibilities to fulfill before and/or after the funeral.

The amount of time off is determined by the following:

1. If the deceased was a member of the employee's immediate or step family (spouse, child or child of a spouse, parent or parent of a spouse, sibling or sibling of a spouse, grandparent, or grandchild or grandparent/child of a spouse), the employee may have paid time off up to five (5) calendar days at any time between the death and the first week after the funeral.

2. For other close relatives, including step (aunt, uncle, niece, or nephew of either the employee or spouse) the employee may have paid time off for the day of the funeral. If the close relative is out of state, the employee may have paid time off up to three (3) calendar days at any time between the death and the funeral, with approval from their supervisor.

To request bereavement leave, an employee must complete a Time off Request Form and obtain approval from their Elected Official, Council Administrator or Department Head as soon as possible prior to the start of their time off. This form will be retained by the approving Elected Official, Council Administrator or Department Head until the corresponding timesheet is completed. Then a copy of the approved request form will be attached and submitted to payroll.

The amount of bereavement leave pay will be based on the employee's normal rate of pay and the number of hours in the normal workday. Employees may request additional days off and use accrued compensatory time, vacation leave, or leave without pay which may be approved or denied at Grand County's discretion.

In the event of the death of a member of the immediate family while an employee is on vacation, the vacation will be extended by the amount of time normally authorized as outlined above.

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING JUNE 21, 2022	
TITLE:	Resolution to Amend the Grand County Economic Development Advisory Board ("EDAB") Resolution NO. 3228.
FISCAL IMPACT:	None
PRESENTER(S):	August Granath, Director, Economic Development Department

Prepared By:

AUGUST GRANATH
DIRECTOR,
GRAND COUNTY
ECONOMIC
DEVELOPMENT

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Resolution, amending Resolution No. 3228 Economic Development Advisory Board (EDAB), and add an Ex-Officio position to the board to be filled by a member of the Grand County Planning Commission.

BACKGROUND:

At the May 17th meeting of the Grand County Commission, Resolution No. 3260 was repealed and Resolution No. 3228 was amended to unify the goals of the Economic Diversification Advisory Council (EDAC) and Economic Development Advisory Board (EDAB) into one streamlined body.

The EDAC originally included a board position for a "designee member of the County Planning Commission (Ex-Officio)". However, that board position was not included in the amended resolution that was passed on May 17th. Economic Development Department staff originally thought that having an Ex-Officio position for the Planning and Zoning department would sufficiently cover planning representation on the board.

On June 13th, the EDAB met and recommended that the County Commission amend Resolution 3228 to add a Planning Commission position to the board. The board made this recommendation with the rationale that it would allow for EDAB priorities to move forward more effectively with the Planning Commission.

Attachment:

- 6.21.22 – Exhibit A – Amended EDAB Bylaws.docx
- 6.21.22 – Resolution 3228_EDAB_REVISED.docx

Exhibit A

Grand County Economic Development Advisory BOARD ("EDAB") BYLAWS

ARTICLE I. NAME OF ORGANIZATION

The Grand County Economic Development Advisory Board (the "EDAB").

ARTICLE II. BOARD PURPOSE

Section 1. County Economic Development (CED) Advisory Board Purpose

This board has organized to further the economic development, workforce opportunities, and business services across Grand County. The EDAB will liaise with the newly formed Rural County Grant Program ("RCGP"), created by Utah SB 0095 (Economic Development Amendments, 2020), which mandates that for each rural county to apply they must have a CED Board in place. This board will also advise on the strategic direction of the Economic Development Department.

Section 2. Specific Purpose

The EDAB shall assist and advise the county legislative body on:

- Applying for a grant under the RCGP
- What projects should be funded by grant money provided to a rural county under RCGP
- Preparing reporting requirements for grant money received by a rural county under RCGP
- Reviewing ordinances to identify barriers to economic diversification and recommending policies and law that enhance opportunities for economic diversification in Grand County
- Serving as a resource for the Grand County Economic Development Director, the Grand County Planning and Zoning Director, and as an advisory council to the Grand County Commission on issues pertaining to economic diversification

ARTICLE III. MEMBERSHIP

Section 1. Eligibility for Membership

The County's legislative body shall appoint members of the EDAB in line with Section 17-54-104 of Utah SB 0095, which states that each EDAB shall be composed of at least the following members:

- A county representative
- A representative from a municipality in the county
- A workforce development representative

- A private sector representative
- A member of the public who lives in the county

Note, additional members can be added at the County's discretion, but are not mandatory. Members are appointed at the behest of the County's legislative body, but applications shall be open to any current resident, property owner, business operator, or employee of the county. In appointing members of the EDAB, the County may consider gender and socioeconomic diversity.

Section 2. Membership

A. The board shall consist of six (6) non-voting members and no more than seven (7) voting members:

   i. Ex-Officio
      i. One (1) voting member nominated by the Moab Area Chamber of Commerce
      ii. One (1) voting member nominated by the Utah Department of Workforce Services
      iii. One (1) non-voting staff member from the Grand County Planning & Zoning Department
      iv. One (1) non-voting member nominated by Utah State University
      v. One (1) non-voting member of the Grand County Commission
      vi. One (1) non-voting City of Moab elected official or staff representative
      vii. One (1) non-voting municipality elected official or staff representative
      viii. One (1) non-voting Grand County Economic Development Director
      ix. One (1) non-voting member of the Planning Commission

   ii. Appointed
      i. Three (3) voting private sector representatives, selected at large
      ii. Two (2) voting members of the public who live in the county, selected at large

B. Ex-Officio members will serve until otherwise unable or replaced. Appointed members will serve a term of two years.

C. A member whose term has expired may continue to hold office until a successor is appointed and qualified.

D. A vacancy occurring in the board shall be filled for the unexpired term in the same manner as was the original appointment.

Section 3. Rights of Members

Each member shall be eligible to appoint one voting representative to cast the member's vote in association elections.

Section 4. Resignation and Termination

Any member may resign by filing a written resignation with the board. A member can have their membership terminated by the County's legislative body.

Section 5. Non-voting Membership

The board shall have the authority to establish and define non-voting categories of membership to the extent it sees that necessary.

ARTICLE IV. MEETINGS OF MEMBERS

Section 1. Regular Meetings

Regular meetings of the members shall be held monthly, at a time and place designated by the board chair.

Section 2. Annual Meetings

An annual meeting of the members shall take place in the month of September, the specific date, time and location of which will be designated by the chair. At the annual meeting the members shall elect officers, receive reports on the activities of the association, and determine economic priorities for consideration in the coming year.

Section 3. Special Meetings

Special meetings may be called by the chair or a simple majority of the board.

Section 4 Notice of Meetings

Electronic notice of each meeting shall be given to each voting member not less than two days prior to the meeting. The board will also follow The Open and Public Meetings Act (Utah Code Title 52, Chapter 4), which mandates that notice and the agendas of public meetings be available to the public.

Section 5. Quorum

A quorum for a meeting of the members shall consist of a majority of the total body membership. The presence, in person or via phone, of a majority of current members of the board shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice.

Section 6. Voting

All issues to be voted on shall be decided by a simple majority of voting members.

ARTICLE V. MEMBER RESPONSIBILITIES & TERM

Section 1. Member Responsibilities

All applications for the RCGP shall be received, reviewed, and voted on by the members of the EDAB. Applications that are approved will be submitted to the Office of Rural Development in collaboration

with the rural partnership board in accordance with SB 0095 and Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

The board will ensure that approved grants meet eligibility and reporting criteria for a rural county to receive grant money under SB 0095 Subsection (4)(b), including relevant submission forms, reporting requirements, and deadlines.

The board will not recommend more than $800,000 of aggregate RCGP grant awards annually and will work with County leaders to prioritize applicants that include any of the following:

- Align with the existing priorities defined in Grand County's existing General Plan and related economic development plans
- Demonstrate clear economic need
- Utilize local or in-kind resources in combination with the grant
- Have evidence that jobs will be created
- Have evidence that there will be a positive return on investment

Section 2. Reporting Responsibilities

On or before September 1st of each year, if the county has received a grant under the RCGP in the previous 12 months, the Board shall provide a written report to the rural partnership board that describes:

- The amount of grant money the county has received;
- How grant money has been distributed by the county, including what companies or entities have utilized grant money, how much grant money each company or entity has received, and how each company or entity has used the money;
- An evaluation of the effectiveness of awarded grants in improving economic development in the county, including the number of jobs created, infrastructure that has been created, and capital improvements in the county;
- How much matching money has been utilized by the county and what entities have provided the matching money;
- Any other reporting, auditing, or post-performance requirements established by the Office of Rural Development in collaboration with the rural partnership board under Subsection (6) in SB 0095.

Note, County staff may be appointed to assist with the creation of reporting documents.

Section 3. Tenure, Requirements, and Qualifications

Newly appointed members of the CED Board who have not served before shall serve initial one-year terms. At the conclusion of the initial one-year term, the County's legislative body may decide to retain the members for additional terms or appoint new members.

Section 4. Forfeiture

Any member of the EDAB who fails to fulfill any of his or her requirements as set forth in this Article by shall automatically forfeit his or her seat on the Board. Members that fail to attend three or more consecutive meetings shall be considered for removal from the board.

Section 5. Vacancies

Whenever any vacancy occurs in the EDAB it shall be filled without undue delay by the County's legislative body.

ARTICLE VI. OFFICERS

The officers of this Board shall be the Chair, Vice-Chair, and Secretary. All officers must have the status of active members of the Board.

Section 1. Chair

The Chair shall preside at all meetings of the membership. The Chair shall have the following duties:

- He/She shall preside at all meetings of the Board.
- He/She shall ensure any ongoing reporting requirements are met with the Office of Rural Development and rural partnership board in collaboration with County officials.

Section 2. Vice-Chair

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

Section 3. Secretary

The Secretary shall attend all meetings of the Board, and all meetings of members, and assisted by a county staff member, will act as a clerk thereof. The Secretary's duties shall consist of:

- Assisted by a county staff member, He/She shall record all votes and minutes of all proceedings.
- Assisted by a county staff member, he/she shall send notices of all meetings to the public.

Section 4. Election of Officers

Officers will be sought on a volunteer basis and may be appointed by majority vote of the Board.

Section 5. Removal of Officer

The Advisory Board with the concurrence of 3/4 of the members voting at the meeting may remove any officer of the Board of Directors and elect a successor for the unexpired term. No officer of the Board of Directors shall be expelled without an opportunity to be heard and notice of such motion of expulsion shall be given to the member in writing twenty (20) days prior to the meeting at which motion shall be presented, setting forth the reasons of the Board for such expulsion.

Section 6. Vacancies

The Board shall also be responsible for nominating persons to fill vacancies which occur between annual meetings, including those of officers. The persons so elected shall hold membership or office for the unexpired term in respect of which such vacancy occurred.

ARTICLE VII. – Conflict of Interest

Section 1: Purpose

The purpose of the conflict of interest policy is to protect this EDAB and its members from approving grants that might benefit the private interest of a Board member. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to governmental organizations.

Section 2: Definitions

a) Interested Person

Any Board member who has a direct or indirect financial interest, as defined below, is an interested person.

b) Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the EDAB is considering an application, transaction, or arrangement,

2. A compensation arrangement with the EDAB or with any entity or individual with which the EDAB has a transaction or arrangement, or

3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the EDAB is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Procedures

a) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board considering the proposed transaction or arrangement.

b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

c) Procedures for Addressing the Conflict of Interest

1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

3. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the EDAB's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d) Violations of the Conflicts of Interest Policy

1. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ADOPTION OF BYLAWS

We, the undersigned, consent to, and hereby do, adopt the foregoing amended Bylaws.

ADOPTED AND APPROVED by the Grand County Commission on this 17 day of May, 2022.

_____

County Commission Chair

_____

County Clerk/Auditor

GRAND COUNTY, UTAH
RESOLUTION NO. 3228

AMENDING RESOLUTION NO. 3228, THE BYLAWS OF THE ECONOMIC DEVELOPMENT ADVISORY BOARD ("EDAB")

WHEREAS, pursuant to Utah Code Section 17-54-104, which was established by S.B. 95 (2020), Grand County must create a County Economic Development Board ("CED Board") in order to be eligible for the rural county grant program established in Section 17-54-100 of Utah S.B. 95;

WHEREAS, each rural county that seeks to obtain a rural county grant shall create a CED board composed of at least the following members appointed by the county legislative body:

- a county representative;
- a representative of a municipality in the county;
- a workforce development representative;
- a private-sector representative; and
- a member of the public who lives in the county
- the county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CED board, the county legislative body may consider gender and socioeconomic diversity;

WHEREAS, each CED board shall assist and advise the county legislative body on:

- applying for a Rural County Grant;
- what projects should be funded by grant money provided to a rural county under the program; and
- preparing reporting requirements for grant money received by a rural county under the program.

WHEREAS, the rural county grant program is designed to address the economic development needs of rural counties, which needs may include:

- business recruitment, development, and expansion;
- workforce training and development; and,
- infrastructure and capital facilities improvements for business development

WHEREAS, Grand County aims to increase its prosperity and resilience as a community by diversifying the economy and strengthening existing industries;

WHEREAS, Grand County seeks vital input from county residents, business leaders and elected officials to prioritize economic development projects and opportunities;

WHEREAS, on May 19, 2020, the County Council originally considered this item in a public meeting held on;

WHEREAS, the County Council heard and considered all evidence and testimony presented with respect to the proposed resolution to establish the Grand County Economic Development Advisory Board ("EDAB");

WHEREAS, on May 19, 2020, the County Council approved Resolution No. 3228 and established EDAB;

WHEREAS, on January 19, 2021, the Grand County Commission adopted Resolution No. 3260 and established the Economic Diversification Advisory Council ("EDAC") to advance policies and activities that aim to shorten the gap between wages and a cost of living by creating, attracting, and growing higher paying job opportunities for its residents;

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

WHEREAS, the County Economic Development Department (EDD) has determined that it wishes to maintain the priorities of the EDAC body while lessening the administrative needs associated with maintaining two economic development governing bodies.

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

1. Amend the Bylaws of the EDAB, attached hereto as Exhibit A.

APPROVED by the Grand County Commission in open session this 21st day of June 2022, by the following vote:

Those voting aye:

Those voting nay: _____

Those absent: _____

ATTEST:

_____
Gabriel Woytek, Clerk/Auditor

Grand County Commission

_____
Jaques Hadler, Chair

Exhibit A

EDAB Bylaws

(See attached)

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING JUNE 21, 2022	
TITLE:	Economic Development Department requests the approval of an Independent Contractor Agreement with Love Communication for media agency services
FISCAL IMPACT:	$300,000
PRESENTER(S):	August Granath, Director, Economic Development Department

Prepared By:

AUGUST GRANATH
DIRECTOR,
GRAND COUNTY
ECONOMIC DEVELOPMENT

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Media Agency Independent Contractor Agreement (ICA) with Love Communication.

BACKGROUND:

The Grand County Economic Development Department (EDD) sought proposals from media agencies to support the execution of its Destination Management Organization (DMO) goals to promote responsible recreation. Key needs include the development of marketing strategy, media planning, and media buying.

Historically, the EDD has worked with a media agency in this capacity but had a contract expire at the end of 2021. Throughout 2022, our office has worked with media agencies on a project by project basis to execute marketing strategy. It became clear that moving back to an annual contract with a single firm to plan and execute marketing strategy will minimize staff time spent contracting with individual media vendors and enhance overall cohesion and effectiveness of our campaigns.

The county issued an RFP for these services on June 8th, 2022 with a close date of June 15th, 2022. The county received bids from 3 firms. Upon review of the bids by a scoring committee, the committee awarded the bid to Love Communication. An ICA was drafted and has been signed by FIRM NAME. The contract is valid through the end of 2023 and can be renewed annually for two additional years.

There is clear language in the ICA that any and all marketing efforts are to focus on the promotion of Responsible Recreation activities and/or Educate visitors on Responsible Recreation. Additionally, the ICA makes it clear that all strategy will be informed by the input and advice of the Travel Council Advisory Board and will not move forward without the approval of the County Commission. This ICA does not authorize any individual marketing campaign or strategy.

Attachment:

- 6.21.22 – Media Agency – Independent Contractor Agreement.docx

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby effective as of the 21st day of June 2022 ("Effective Date") by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the "County") and Love Communications, a Utah corporation located at 546 S 200 W, Salt Lake City, UT (the "Contractor").

WITNESSETH

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

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

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

   Serve as the media agency of record for the County and support the execution of its goals to promote responsible recreation. Key needs include the development of marketing strategy, media planning, and media buying.

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

2. PROJECT SCHEDULE. Contractor shall complete the Services according to the schedule particularly described in the Project Timeline attached hereto as ***Exhibit B*** (the "Project Schedule").

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

3. TERM OF AGREEMENT. Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on December 31, 2022.

   a. Opt-in Renewal. County shall have the right to renew this Agreement prior to its expiration for 3 one-year terms upon mutual agreement of the parties (each an "Extended Term") . This Agreement cannot be renewed past December 31, 2025.

4. PAYMENT.

a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: ten percent (10%) commission on the total spending, up to the spending limit agreed to by the parties in writing. For 2022, the spending limit is set at $300,000. Contractor shall invoice the County on the last day of each month for compensation commensurate to the amount of media buy during a given month, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.

b. Media Buy Costs. Contractor shall pay vendors directly for ad placements or other media buy related costs. Contractor shall invoice the County on the last day of each month for the costs of ads placed during a given month, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.

c. Non-appropriation. In the event that the County fails to budget and appropriate funds for the Services ("Non-appropriation") by January 1 of each year of the Term or Extended Term, then Non-appropriation shall be deemed to have occurred and the County shall not be obligated to make the payment otherwise required in this Section 5, and this Agreement shall terminate in accordance with Section 13.

5. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

6. CONTRACTOR, DEFINED.

a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall

be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

d. This Section shall survive expiration or termination of this Agreement.

7. OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose. This Section shall survive expiration or termination of this Agreement.

8. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor's performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services. This Section shall survive expiration or termination of this Agreement.

10. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

i. *Commercial General Liability* with coverage not less than $1 million each occurance with a $2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from

pollution, explosion, collapse, underground property damage, or work performed by Contractors;

ii. *Professional Liability* with coverage of not less than $1 million each claim and $2 million aggregate;

iii. Workers' Compensation and Employers' Liability Insurance with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and

iv. *Business Auto Liability Insurance* with coverage of not less than $1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as ***Exhibit C*** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement.

11. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

12. TERMINATION OF AGREEMENT.

a. By the County. In the event of Contractor's Breach hereunder or Non-appropriation pursuant to Section 5(c), the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation

acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.

b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

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

14. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.

15. ENTIRE AGREEMENT. This Agreement together with its exhibits contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own

judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

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

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

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

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

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

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

22. UNDERSTANDING AND EFFECT OF AGREEMENT.

    a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.

    b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

    c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

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

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

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

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

_____	_____	_____
Contractor's Signature	Printed Name of Contractor and Title	Date
_____	_____	_____
County Signature	Chair, Grand County Commission	Date

ATTEST:

_____	_____
Grand County Clerk/Auditor	Date

Contact Information

Contractor's Contact Information

Name: Jeremy Chase
Title: VP, Business Development
Address: 546 S 200 W SLC, UT 84101
Phone: 801-865-1530
Email: jchase@lovecomm.net

County's Assigned Project Manager

Name: August Granath
Title: Economic Development Director
Address: 84 N 100 E Moab, UT 8453
Phone: 435-259-1340
Email: agranath@grandcountyutah.net

Exhibit A
Scope of Work

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

1) Marketing Strategy

a. The agency will assist the County with the development of an annual marketing strategy informed by County priorities, Travel Council Advisory Board (TCAB) advice, Co-op program criteria, and analysis of relevant market data; and

b. At the sole discretion of the County, the County Commissioners may modify and direct the marketing messaging to align with their priorities.

2) Media Planning

a. Develop an annual media plan based upon the previously described marketing strategy.

3) Media Buying

a. Buy media per the previously described media plan. Prioritize platforms that most effectively achieve our marketing strategy while negotiating the best possible placement and rates;

b. Ensure that all platforms and messaging adhere to the strategies set forth and authorized by the County.

c. Manage existing vendor relationships, including billing and contracting; and

d. Field requests from the sales representatives of potential new vendors.

4) Ongoing Management of Marketing Campaigns

a. Monitor key performance indicators (KPIs) of marketing campaigns throughout their duration;

b. Optimize media plan and media buying as necessary based upon insights from marketing campaign KPIs; and

c. Report final results of campaigns to County staff.

5) Client engagement

a. Provide consistent communication to County staff as needed in order to accomplish the previously described tasks; and

b. Attend Grand County Commission and TCAB meetings in order to accomplish the previously described tasks.

EXHIBIT B
Project Timeline and Cost Breakdown
(See following pages)

1. Develop a marketing strategy and media plan informed by County priorities, Travel Council Advisory Board (TCAB) advice, Utah Office of Tourism Co-operative Marketing Program (Co-op), and analysis of relevant market data with the following key deliverables:

    a. Develop a strategy and media plan to support the County's Round 2022 Co-op application by June 22, 2022.

    b. Develop a strategy and media plan for the County's "MidWest, & No. Utah Fly Markets to Moab" Round 2021 Co-op campaign by July 8, 2022.

    c. Recommend a comprehensive 2023 marketing strategy and media plan that takes into account the previously mentioned co-op campaigns by December 31, 2022.

2. Buy media per the previously described media plan throughout the remainder of 2022.

3. Monitor key performance indicators of marketing campaigns throughout the remainder of 2022 and optimize media plan and media buying as necessary.

4. Provide a report to the County as to the impact of 2022 campaigns no later than December 31, 2022.

EXHIBIT C
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2022

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

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

PRODUCER **CS&S/MORETON & COMPANY/SALT** **PO BOX 958489** **LAKE MARY, FL 32746-8989** **Phone - 877-724-2669** **Fax - 877-763-5122**	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : TRANSPORTATION INSURANCE COMPANY — **20494**
INSURED **LOVE COMMUNICATIONS, LLC AND TRP PROPERTIES, LLC** **546 South 200 West** **SALT LAKE CITY, UT 84101**	**INSURER B : CONTINENTAL CASUALTY COMPANY** — **20427**
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	2090745705	09/24/2021	09/24/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ ☐	Y	Y	2090745705	09/24/2021	09/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	☒ **UMBRELLA LIAB** ☒ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ **10,000**	Y	Y	4016999485	09/24/2021	09/24/2022	EACH OCCURRENCE AGGREGATE 	$ $ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Grand Country is added as an additional insured with respect with the General Liability and Hired and Non-Owned Auto Liability as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract as per attached endorsement. Waiver of Subrogation Applies.

CERTIFICATE HOLDER	**CANCELLATION**
Grand County **125 E Center St** **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** Kyan McConaughey

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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II.	**Liability Extension Coverages**
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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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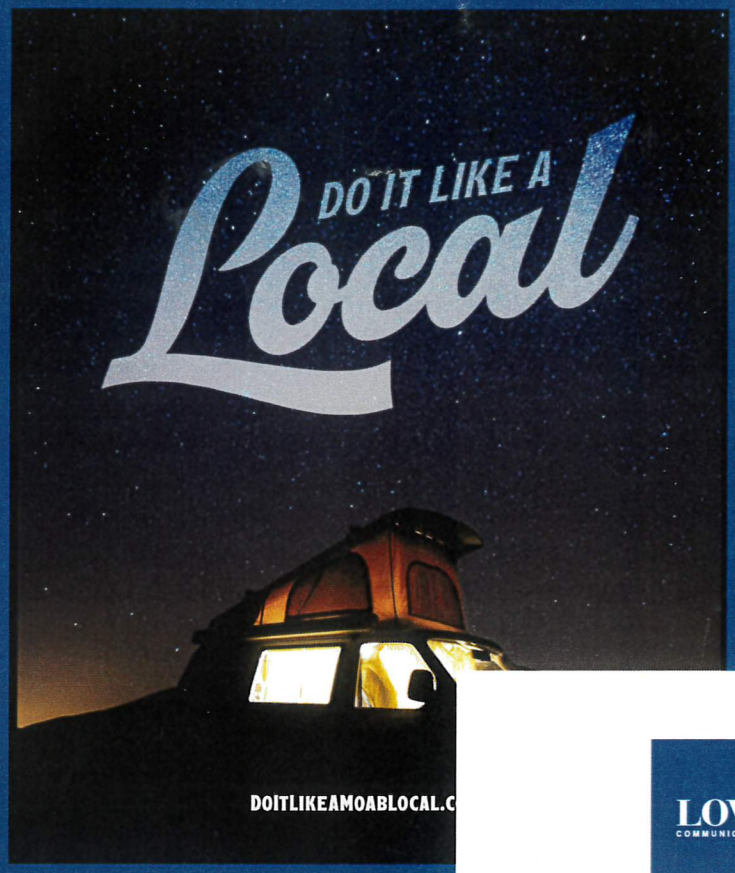

LOVE
COMMUNICATIONS

MOAB AREA TRAVEL COUNCIL

MEDIA AGENCY RFP

June 15, 2022

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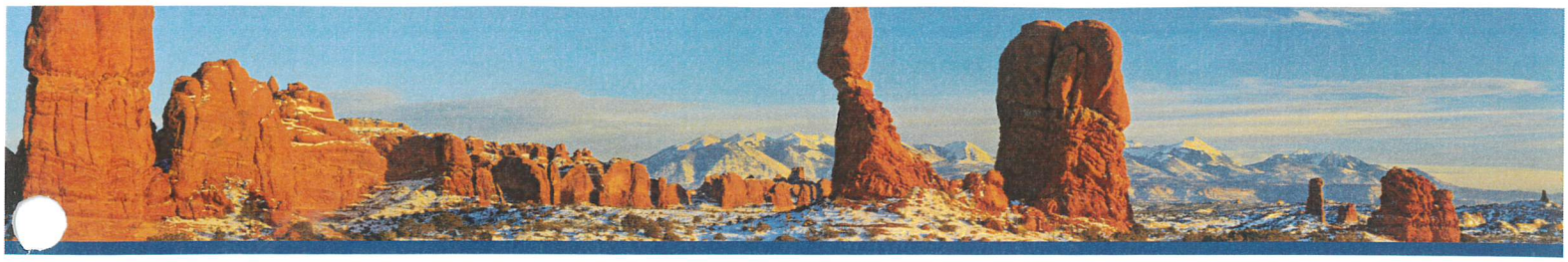


Dear RFP Evaluation Committee,

We know tourism. It's an absolute cornerstone of our business. We've learned the industry through considerable experience working with DMOs of all sizes, resorts, hoteliers, and attractions. We've helped tourism brands succeed, and our team is regularly asked to share our experiences at numerous industry conferences. We've included case studies to demonstrate our successes including award-winning work for Moab and the Utah Office of Tourism

We know Utah's ecosystem: Because of our deep experience we're able to collaborate, learn, and align with other statewide partners. Our client relationships to promote the state include the Utah Office of Tourism, Greater Zion, Ski Utah, Visit Ogden, Heber Valley, and Powder Mountain.

We know your traveler and how to reach them. We've helped elevate Moab's profile among potential travelers, and this past year conducted an audience segmentation study so we can ensure we're reaching the best travelers in the future. We also utilized that data to help craft your campaign to talk about Arches National Parks' timed entry system.

We know data. As in the past, our in-house data and research talent will not just track and measure every dollar spent to promote Moab, but help craft a narrative that explains what the data tells us, why it's important, and how it relates to economic impact.

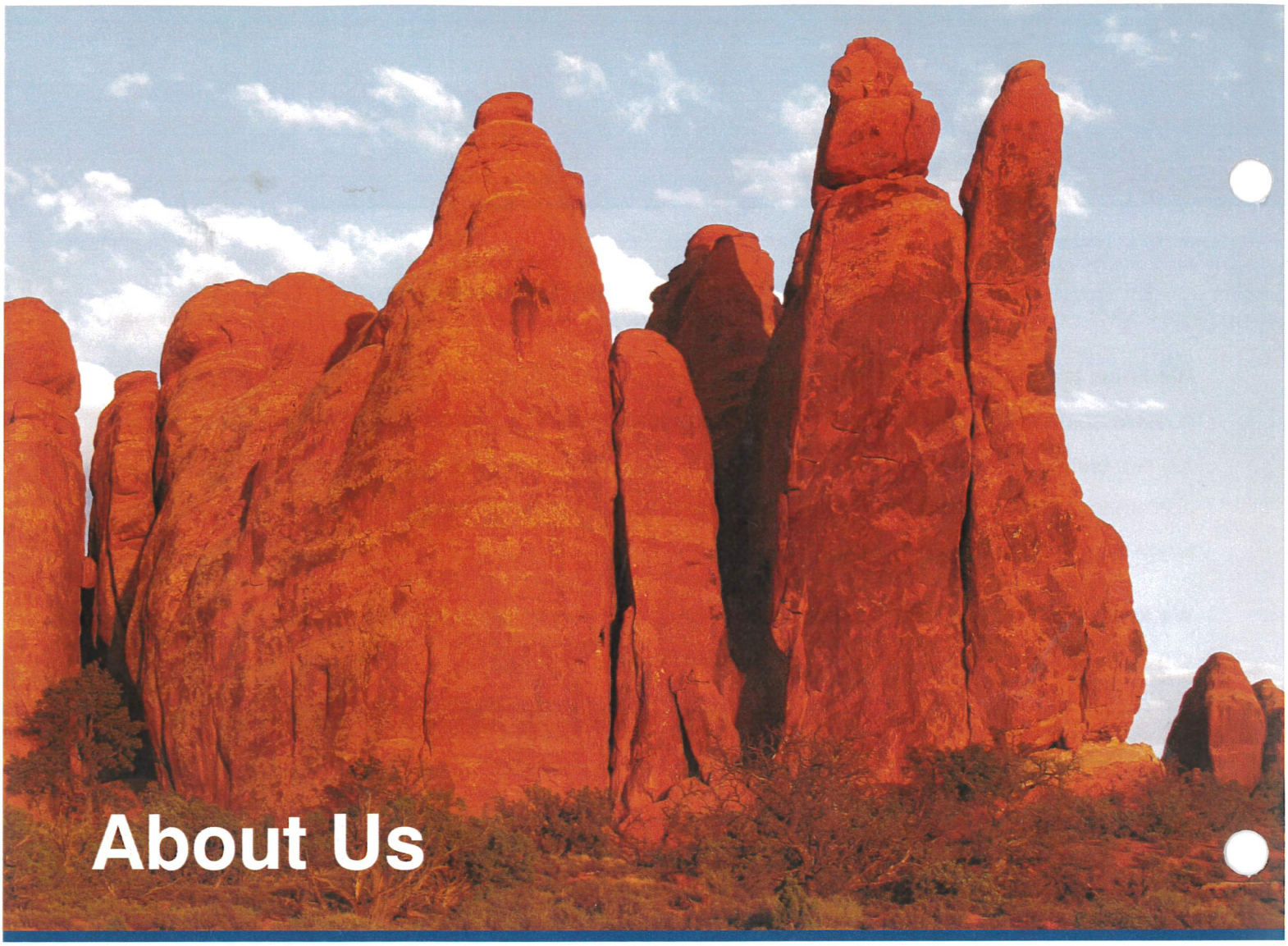
We know you! We're immensely proud of our relationship with the Moab Area Travel Council. Together, we've seen our relationship evolve from growing shoulder season visitation, to launching one of the country's first sustainability initiatives, to creating a destination management platform for city and county stakeholders to better understand the impact of tourism. This is a partnership that has proven itself, and we'd be grateful to see our collaboration continue!

If you have any questions whatsoever, please don't hesitate to let me know.

Sincerely,

Tom Love

President and Founding Partner
Love Communications



About Us

1. Firm Background and Narrative

Provide the firm's name, address, and contact person; and describe the firm's understanding of the work to be performed and why the firm is uniquely qualified to perform that work. Include any relevant history or credentials of staff.

Love Communications was founded by Tom Love, Rich Love, and Preston Wood in Salt Lake City, Utah in 1999 to fill a need in the market for a firm with national marketing skills that would help companies "drive results overnight and build stronger brands over time." Alan Reighard joined as the fourth partner in 2004 bringing the firm national and international brand planning expertise. Rich Love retired in 2015.

Jeremy Chase, VP/Business Development

Love Communications
546 S 200 W, Salt Lake City, UT 84101
801-865-1530
jchase@lovecomm.net

Company Facts & History

Two decades since its launch, **Love has grown rapidly and currently has capitalized billings of $55 million and employs more than 48 people in nine areas:**

- Research
- Digital Marketing & Media
- Advertising
- Data Analytics
- Traditional Media Planning
- Public Relations
- Brand Planning
- Website Development
- Production Studio

Of particular note is our extensive investment in digital marketing, analytics, and research. This is the fastest growing and in-demand area of marketing in the world today and our young team is tops in the field. This group gives Love a very unique offering with a list of industry firsts to our name.

Love is known as the most engaged agency in Utah. And as such, we are better at helping our clients meaningfully engage with their customers and communities than any other agency in Utah. We work with clients not only in Utah, but across the country to build brands, create connections, and decipher data. Love has grown into one of the most influential and successful agencies in the Western United States specializing in travel and tourism, healthcare, retail, and social causes.

Some of our most notable clients include:

- **Tourism:** Utah Office of Tourism, Moab Area Travel Council, Greater Zion, Visit Salt Lake, SLC Int'l Airport, Ski Utah
- **Healthcare:** Utah Dept of Health, Salt Lake Dept of Health, BioFire, Myriad Genetics
- **Retail:** RC Willey, Utah Symphony & Utah Opera, Arctic Circle, IFA, Modern Display, Google Fiber
- **Social Causes:** United Way, Utah Clean Energy, The Road Home, Valley Health

The agency has won numerous awards for its effectiveness and continues to add clients and capabilities year after year.

Our Team

Our team includes our most senior and experienced travel, tourism, and hospitality staffers. The team has years of experience working with tourism clients which give us daily insights into the research, strategies, and successes of what is working in the industry.

TOM LOVE, *President & Founding Partner*

Tom has dedicated the last 35-years leading the advertising and communications industry in Utah – 21 of which are under the title of President and Founding Partner of Love Communications. His clients have covered all business sectors and every media, with a focus on brand strategy, development, and consumer marketing to deliver success. Oh, and we should mention that Tom knows everyone. He's a former United Way Board Chair, part of the adjunct communications faculty at University of Utah, and active in the community as the current Utah Symphony/Utah Opera Board Chair. Just don't ask him to play the flute, because he'll do it. He doesn't know how to, but he's never shied away from a challenge.

ALAN REIGHARD, *Partner/Brand Planning*

Over his 35-year career, Alan has overseen brand planning for some of the biggest global technology companies such as Intel, Netscape, and Novell as well as developed plans for some of the smallest retailers in the state. Joining Love in 2004, he continued this leadership by guiding brand planning for clients such as Kane County Office of Tourism, Visit Salt Lake, RC Willey, and others. His endeavors focus on strategic engagement and developing insightful campaigns to transform businesses and brands into top performers. Alan has learned to counter-balance these very mature responsibilities through weekend mountain biking, fronting the classic rock band High Altitude as lead guitarist, and breaking bones trying to keep up with his teenage son. Young at heart paired with seasoned business acumen is probably the secret to his successful career. At least that's what his groupies say.

JEREMY CHASE, *VP/Business Development*

Jeremy Chase has 25 years in account management and a passion for travel and tourism. During his career he served as the account lead for the Utah Office of Tourism and the Idaho Travel Council, with ten years experience for each of those destinations. Other DMOs he's worked with are the Moab Area Travel Council, Experience Scottsdale, Ski Utah, and Visit Sun Valley. Past destination and resort clients include the Catalina Island Company, Coeur d'Alene Resort, CMH Heli-Ski, Sun Valley, Snowbird, Sundance, and Deer Valley Resort.

MEGAN GRIFFIN, *VP Director of Legacy Media*

Megan joined Love Communications in 2014, overseeing the agency's legacy media team. Bringing more than 16 years of media planning and negotiating experience, she is an expert at getting a client's message in front of the right audience and works hard to negotiate the best cost and value. Her variety of clients crosses diverse industries including tourism, retail, recreation, healthcare, financial, and government. She oversees all legacy media strategies for the Utah Office of Tourism, Moab Area Travel Council, and Kane County Office of Tourism.

JONATHAN SMITHGALL, *VP/ Director of Digital Marketing & Media*

Jonathan joined Love Communications in the spring of 2012 and became the Digital Media Department's head in late 2015. Today, he oversees all of the agency's digital campaigns. His ten-person team includes digital media and social media specialists with proven track records of developing and executing online media campaigns that get noticed and get results. Jonathan is responsible for supervising the strategy, negotiation, and placement of some of the state's most visible clients, including the Utah Office of Tourism, Ski Utah, the Moab Area Travel Council, and Visit Salt Lake.

HANNAH SAUNDERS, *Digital Media Manager*

Hannah joined Love Communications in 2015 where she has been responsible for managing, monitoring, and implementing multi-faceted digital campaigns and placing media on targeted digital media outlets. She brings six years of experience in digital media and digital marketing to the digital media team, leading planning for the Utah Office of Tourism, Moab Area Travel Council, Ski Utah, and Heber Valley Tourism. In her time as a media buyer and media planner for Proctor and Gamble in Chicago, she worked closely with clients from strategy conception to media planning and execution. Hannah brings a strong background in leading upfront negotiations with digital and print partners. Hannah also has experience in executing social media campaigns.

DALLAS MILLER, *SEO & PPC Manager*

Dallas has worked closely with clients including Utah Office of Tourism, Ski Utah, Magnolia Medical Technologies, Salt Lake County Health Department, and Discover Moab to strategize and execute winning Search Engine Marketing strategies. His online marketing experience spans a variety of industries from legal to tourism, but has a special focus on Ecommerce. When he's not optimizing websites or building paid search campaigns, you might find him fly fishing, mountain biking, or rock climbing.

ADAM WHALEN, *Manager of Data Analytics & Research*

Adam has a strong background in quantitative research and data analysis which provides a solid foundation to craft usable insights that benefit current and future digital efforts for Love's clientele - particularly in tourism and travel where he has worked extensively with the Utah Office of Tourism. He'd be an integral part of the team, providing insights and analysis on campaign effectiveness. A graduate from the University of Utah, Adam double-majored in Strategic Communications and Political Science with an emphasis in Public Policy. He later went on to receive his Master's Degree in Business Analytics from the same school.

Our Tourism Clients

If not already clear, our team believes in the power of travel and tourism, especially when we see how our client collaborations turn into wins. For 10+ years, we've been able to work with a variety of DMOs, ranging from the State of Utah to communities like yours, Kanab, Ogden, St. George, and the Heber Valley. We're proud of these relationships and the successes we've been able to achieve. We also have experience working with National Park partners to promote the importance of sustainability and quality visitor experience, namely Zion National Park Forever Project, and most recently, Bryce Canyon Natural History Association.

Moab Area Travel Council
Media Strategy & Buying, Research, Analytics

Utah Office of Tourism
Media Strategy & Buying, Research, Analytics, PPC, SEO

South Dakota Dept. of Tourism
Media Insights & Consumer Research, Co-op Media Strategy & Buying, PPC

Ski Utah
Creative, Media Strategy & Buying, Research, Analytics

The Blocks–Salt Lake's Cultural Core
Media Strategy & Buying, Research, Analytics, Branding, Promotion, Creative, Website & UX design

Visit Ogden
Creative, Media Strategy & Buying

Visit Salt Lake
Media Strategy & Buying, Research, Analytics

Heber Valley Tourism
Creative, Media Strategy & Buying, Analytics

Zion Natl Park Forever Project
Branding, Promotion, Creative, Website & UX design

Bryce Canyon Natural History Association
Branding, Promotion, Creative, Media Strategy & Buying

Thanksgiving Point
Media Strategy & Buying, Branding, Creative, Video Production

Salt Lake Restaurant Association
Media Strategy & Buying, Research, Analytics, Creative, Video Production

Salt Lake City International Airport
Media Strategy & Buying, Creative, Video Production, Website and Digital initiatives

Oakland International Airport
Media Strategy & Buying, Research, Analytics

Our Tourism Expertise

The travel and tourism industry is a pillar of our business that we've been developing for the past 12 years. **Moab Area Travel Council needs an experienced and engaged agency partner to collaborate with your team to reach the right travelers and motivate them to visit.** We've done that very thing with state and destination partners like the Utah Office of Tourism, Greater Zion, Heber Valley, and Ski Utah. **Our role for these partners emphasizes our media, research, and analytics capabilities to deliver successful campaigns with proven ROI, and all have worked with us to integrate sustainability messaging.**

Love Communications is a premier agency in the travel and tourism space. We've worked hard to raise our profile with the tourism clients we serve and the relationships we've developed with media specific to the travel and tourism industry. **Unofficially, we've been known as "Utah tourism's secret weapon" for our strategy and digital media expertise.** In recent years, our team has been called upon more and more to share insights at major industry conferences like ESTO and eTourism, state tourism conferences across the West, as well as regular webinars with media partners like Adara and Arrivalist.

DMA west
destination marketing association of the west

esto
Powered by U.S. Travel Association

eTOURISM SUMMIT

ARRIVALIST

ADARA

Our work with the Moab Area Travel Council and Utah Office of Tourism was also recognized in 2021 by the U.S. Travel Association. This recognition represents our strengths in media, creative, analytics, and SEO, in addition to successful collaboration with client and agency partners.

- **Destination Council Destiny Award:** Advocacy and Grassroots Campaign – Moab. Do It Like A Local Campaign
- **National State Tourism Directors Mercury Award – Integrated Marketing and Messaging Campaign:** State Marketing Budget More Than $10 Million – UOT Southern Utah 2020-2021 Renaissance to Normalcy
- **National State Tourism Directors Mercury Award – Travel Website:** VisitUtah.com redesign

In 2021, we celebrated with the Utah Office of Tourism for being recognized by Hospitality Sales and Marketing International (HSMAI). HSMAI annually presents awards to DMO and hospitality organizations demonstrating excellence in consumer marketing. **Utah was awarded the Travel Marketing Excellence Award, a prestigious competition that recognized the state's COVID-19 recovery campaign.**

Alongside key marketing partners, we quickly developed a strategic plan that was defined and guided by key measured indicators that outlined the path for all communications for the Utah Office of Tourism across their paid media, social, public relations, community management, and website content platforms. In addition to promoting safe, well-prepared visitation, the campaign (called "Small but Mighty") worked to mitigate the economic loss for the tourism industry in Utah and set up our multiple destinations for a strong recovery when the time was right.

Media Planning & Buying Capabilities

2. Sample of Work

Share at least one example of past work that demonstrates the capabilities of the firm to perform the requested work.

The Love Approach

At Love, it all starts with a fundamental understanding of what the objective is, and from there goals and measurables can be assigned, debated, and ultimately accepted between all teams involved in the planning process. But something that is even more critical, is our long-term vision and partnership with our clients, especially our tourism destinations as we know goals and challenges naturally evolve. We pride ourselves in committing and participating in the shaping of a brand to drive the proper results overnight while building the path to future goals years to come.

The best way to do this effectively is marrying our transparent tourism passion with your team's expertise and knowledge. Love Communications takes a thorough but customized approach not just with each client, but every new opportunity that is brought to us by the same client, meaning every media mix and campaign approach will be slightly different based on historical learnings and shifting to match progressive goals and trends. As we have demonstrated over the years with your collaboration, we have expertise in placing all digital media channels but **the selection, execution and partnerships built with vendors is our secret sauce.**

If the goal of the campaign is to simply drive visitation to the destination during the shoulder months as an example, we would select a set of measurables and statistics that are not only marketing specific (by channel), but also those that get at the visitation level of measurement such as user volume changes and observed bookings. However, if the campaign necessitates bringing in more responsible, 'quality' visitors as we have focused on more recently for Moab, we will place more importance on the likes of boosting average daily rates and length of stays compared to their observed baseline levels.

A good media plan starts with solid research, followed by deep interpretation of that data, to then determine how we want to customize our measurement of success. We would start our relationship working closely with your team to gather historical data that would help us identify the right audience, encourage us to continue with the wins and to explore and rethink areas of challenge and bring our fresh, experienced perspective to the table. To ensure our media strategies are built for success, Love invests a lot into having the best research resources at our fingertips. Our team is constantly monitoring the latest media consumption trends, platforms, and analytic tools. Trackability is, and will forever be, of the utmost importance to Love when it comes to campaign planning, with the focus rooted in understanding placement performance and using those results to optimize campaigns around what really matters– bookings and a continuous thriving economy. In order to effectively do this, your foundational

data sources must be sound and robust. The data sources that we'd utilize with Moab to optimize media placements can best be broken down into three buckets; research tools, marketing data, and sources available through destinations. Based on the challenge to break through to the right audiences in a fragmented media landscape, to build awareness of what a Moab experience is all about, while also supporting the local businesses and economy of the area, we want to leverage data-driven and trackable channels.

Specific Examples and KPIs

Prior to all our campaigns, regardless of how long we have worked with a tourism client, we build out a KPI chart that includes all of our media channels. Based on the goals of the program, our media mix and funnel will shift accordingly and we will outline the primary and secondary KPIs of measurement per channel. We also will use the brand's past benchmarks, as well as the industry standards to keep us accountable and to ensure we are working towards the same goals. Determining what we can measure, how we should measure and what studies we need to negotiate to fill in the gaps are all steps that we take with our clients and partners prior to launching any paid media.

Example of KPI Chart:

Channel	Primary KPI	Secondary KPI
Streaming Television CTV/OTT/VOD	**Video Completion Rate Benchmark:** 95%+, non-skippable inventory	**Website visitation** *Via post impressions or lift study. Impact ROI, ADR, LOS, etc.
Streaming Audio	**Total Impressions (CPM) Benchmark:** $12-$22 depending on placement type	**Website lift/attribution Benchmark:** .06% CTR (where click enabled)
Native Content	**Pageviews, Time on Page Benchmark:** 1:11	Impact ROI, ADR, LOS, etc. Content Lift Study
YouTube	**Video Completion Rate Benchmark:** 40%+, Skippable inventory Cost Per Completed View **Benchmark:** $0.05 CPCV	**Click-Through to website Benchmark:** .10% CTR
Pre-Roll	**Video Completion Rate Benchmark:** 75%+, Skippable inventory	Impact ROI, ADR, LOS, etc.
Paid Social	**Engagement Rate and/or CTR Benchmark:** .95% -1%	**Click-Through to website Benchmark:** $3 CPC
Display	**Post Impression Rate (PIR) Benchmark:** .75%-1.5%	Impact ROI, ADR, LOS, etc.
Digital OOH	**Impression delivery (CPM) Benchmark:** $10-20 depending on selected venue types	**Secondary research measurement around campaign:** Arrivalist visitation lift study

LIFE UTAH ELEVATED

Utah Office of Tourism

RENAISSANCE TO NORMALCY 2020-2021

Challenge

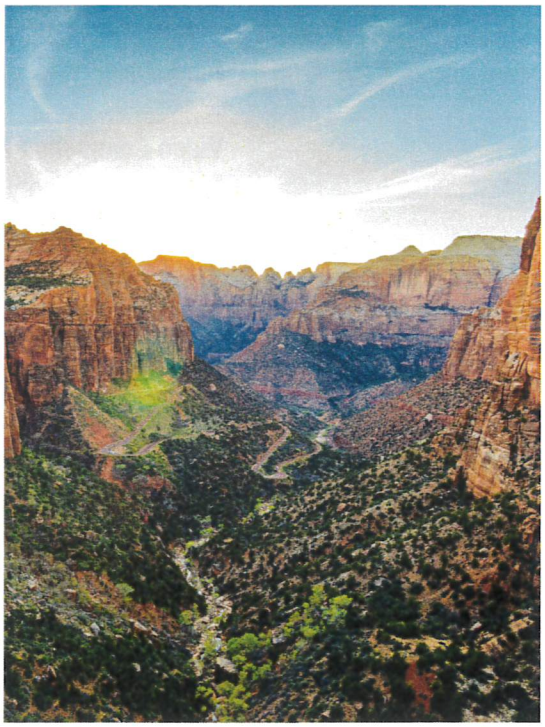
Along with most travel and tourism boards around the world, the Utah Office of Tourism's (UOT) planned campaigns were put on hold in early 2020 while the world desperately sought solutions to the coronavirus pandemic.

Solution

Rather than have our marketing efforts go completely dark, the UOT quickly developed a strategic plan guided by key performance indicators that spoke to the moment and outlined the path for all communications, paid media, social, public relations and website content. **This plan guided the development of a new campaign specifically designed to be adaptable to ever-changing conditions.** Included were three sets of creative messaging ranging from brand awareness with no call to action to welcoming visitors back to travel responsibly. Media placements were selected to allow adjustments, pausing, and changes in messaging by market.

Objectives

1. **Use inspirational and hopeful messaging** to reframe the conversation around COVID-19 and stimulate economic growth through strategic media.
2. **Demonstrate empathy** and active support for travel planners and dreamers across UOT's communications channels and trade partners using inspirational content and timely resources that attract and build an audience of highly motivated travelers.
3. **Convert share of social conversation to messages and actions that support Utah communities**, promote wellness and build local business while continuing to cultivate future travel.
4. **Mitigate the economic loss for the tourism industry in Utah** and set up the destination for a strong recovery.
5. **Promote well-prepared visitation.**

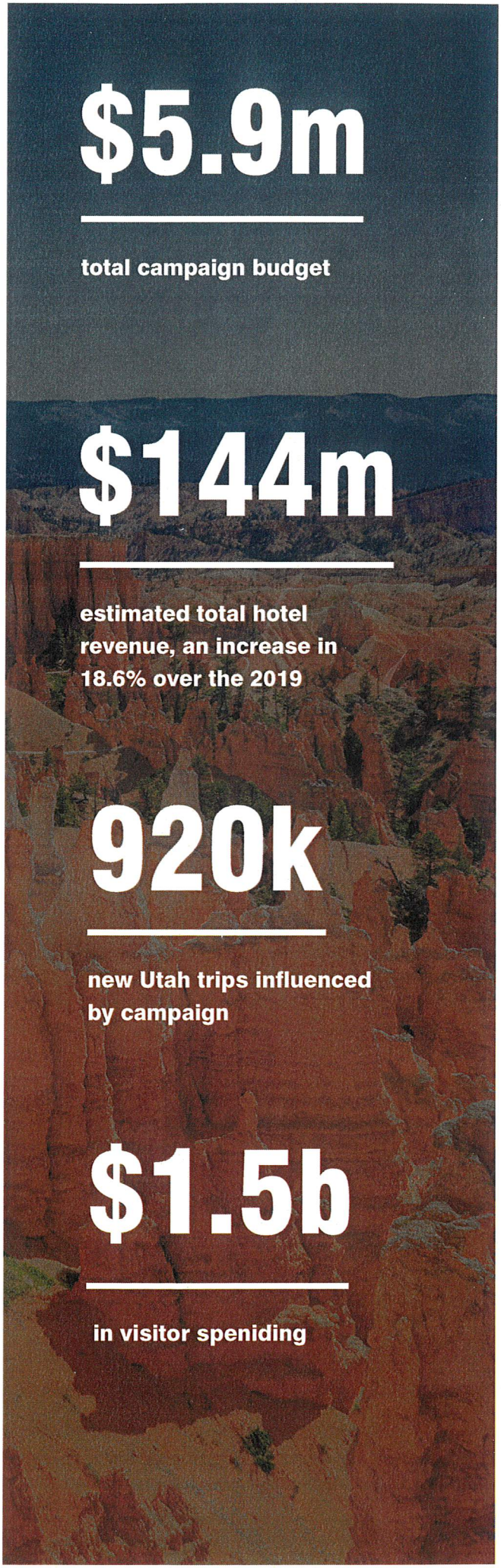


We focused on drive markets and greatly expanded our normal drive-market range from neighboring states to include anything within a 1-2 day drive. In COVID times, even Texas became a drive market. We knew we needed to both keep in touch with our core audiences to maintain brand awareness — as well as reach those who could travel now. This knowledge led us to the decision to include an in-state audience for the first time. **Ultimately, all of our audiences shared one common mindset: being "Travelers-In-Waiting" longing for a time when it was safe to get out and explore again.**

Campaign

In March 2020, we only had advertising live on TripAdvisor and Expedia for those actively seeking travel information. Shortly thereafter Connected TV launched our "Small but Mighty" spots, which prompted brand awareness without a call to action to travel. In the summer of 2020, Utah's Governor's Office of Economic Development rolled out a grant program for local businesses with funding for companies that offered discounts for consumers to stimulate economic spending. The UOT partnered with TravelZoo to create promotion opportunities for tourism companies offering "Shop In Utah" Grant Discounts. The UOT paid for all the marketing with TravelZoo. **The partners only needed to provide information on their discounts.**

Planning travel during a pandemic proposed a new challenge, and questions we have not faced previously were now common for everyone considering a trip. Questions ranged from what is open and what is different to will I be able to travel safely? We knew we needed to help our travelers find this information and visitutah.com/plan-your-trip/responsible-travel was born.



Results

The total campaign budget of $5.9M was entirely used. In Adara, we tracked $144.9M in estimated hotel revenue, an increase of 18.6% over the 2019 campaign. SMARI tells us the advertising influenced about 920,000 Utah trips and $1.3 billion in visitor spending creating an ROI of $252:$1. This ROI is lower than 2019, although SMARI commented that the results were surprisingly good and should be considered a huge success.

Most importantly, the successes of 2020 enabled us to return to our core mission of elevating life in Utah through responsible tourism stewardship in 2021. We are now able to return to focusing on quality visitation and not simply quantity. In 2021, Adara tracked an 18% growth in ADR from 2019. Also, ad-exposed travelers' ADR is 36% higher and stays are 17% longer than those not exposed to our advertising. We are thrilled to be inviting our travelers to do their part to help keep Utah Forever Mighty® through responsible travel practices!

Moab Area Travel Council

DO IT LIKE A LOCAL CAMPAIGN

Challenge

"Do It Like A Local" was the name of a marketing campaign created for Moab, Utah in 2019. It was designed to be the start of a movement and has since taken root in and around the Moab community. The purpose is to help Moab visitors get the most out of their trip, but its deeper purpose is to gently educate Moab visitors on proper behavior, etiquette, and stewardship of the environment while they're visiting. The core idea is that Moab locals know what's best: They know the best hiking trails. They know the best biking trails. They know the best stretches of river. They know the best places to eat. They know everything about Moab – which means they also know what's best regarding the proper care for Moab and the natural environment that surrounds it.

Collateral

Web Banners

Solution

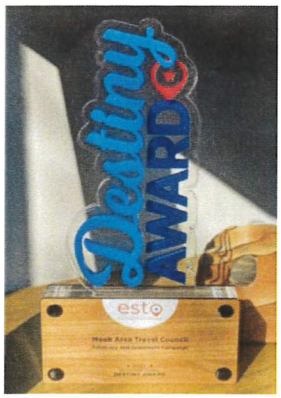
The campaign centered on two fronts: A first-to-market partnership between travel industry brands like Adara, Survata, and TripAdvisor, along with the Moab Area Travel Council. Ultimately, we saw our goal to benefit the local community by sending a more informed sustainable traveler to enjoy all of Moab and what its natural wonders had to offer. Second, help Moab rally the locals around the effort to ensure the messaging would be seen and embraced across the community. To be smart. Be informed. Be courteous. Be a good steward. Be a local and Do It Like A Local.

Campaign

The "Do It Like a Local" campaign was introduced to the public at a July 4th, 2019 event in Swanny City Park in Moab. In addition to answering questions from locals and visitors alike, the Travel Council staff handed out T-shirts and educational materials to attendees and, in the following weeks, delivered quantities of them to local businesses. We also developed collateral describing the campaign and distributed it to local businesses. Lodging properties displayed tent cards on check-in desks and in guest rooms. Bookmarks describing the campaign were also distributed to local businesses to hand out to visitors. On the paid media front, we utilized a digital campaign with display and social to reach travelers in-state and feeder markets utilizing the new branding and a call-to-action to a landing page about the effort.

Results

The launch of "Do It Like A Local" started a groundswell of local support and reinforced through the advertising campaign to potential travelers. It inspired many Moab locals to help spread the word about responsible recreation, including the production of a music video that's been featured locally. High social media engagement was achieved with a geofenced campaign: nearly 42,000 people on Facebook and 3,200 on YouTube. The effort was also recognized nationally by U.S. Travel, winning a Destiny Award for Grassroots and Advocacy Campaign



Destiny Award | 2021

#1

The first-to-market sustainable tourism initiative of its kind

42K

Engaged with Facebook content

3,200

New YouTube subscribers

National Recognition

U.S. Travel Destiny Award for Grassroots and Advocacy Campaign

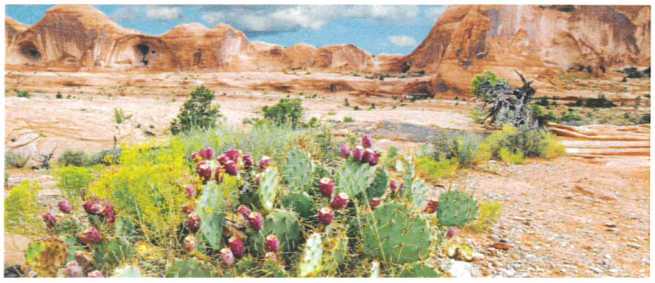
MOAB
Where Adventure Begins

Discover Moab
CONTENT CREATION

Challenge

Moab, Utah is a destination known for its astounding natural landscapes and adventurous spirit. Long-regarded as a bucket-list destination for mountain bikers, hikers, four-wheelers, and travelers in general, the town of Moab has faced overwhelming pressure during peak seasons. Working with The Moab Travel Council (discovermoab.com), Love Communications was tasked with promoting travel during the off-season and inspiring responsible visitation. The content produced would be central to digital media efforts, and used as in-native advertising.

Website



Solution

Like all content creation efforts, we started by analyzing our audience's search intent. How were travelers seeking the information we wanted to offer, and how could we better position DiscoverMoab.com than their competitors? Our research led to the creation of an informative article, optimized to address all aspects of The Best Time to Visit Moab. The piece was written to keep users engaged, rank organically, and serve as a useful resource to acquire backlinks.

Results

The article gained organic value quickly, with the target keyword "best time to visit Moab" **rising from the 16th position to the 2nd in only 3 months**. The page also ranks for a variety of terms DiscoverMoab had not currently ranked before. Plus, the page attracted backlinks for a variety of sites, including travel publications. Since publishing, **organic traffic accounts for 83% of all users** and **drives higher session durations than the site average**.

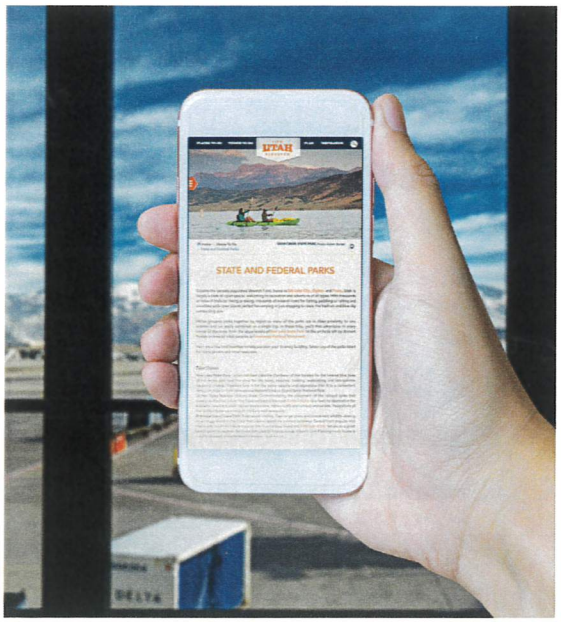
LIFE UTAH ELEVATED

Utah Office of Tourism

NATIONAL PARKS SEO 2019-20

Challenge

Utah's Mighty Five™ national parks are a primary focus for out-of-state tourists and the Utah Office of Tourism (UOT) alike, each year generating over $10 billion in overall travel spending and over $1 billion in Total Tourism-Related Tax Revenue for the state. As overcrowding of the parks continues to rise, UOT must be deliberate in how it manages its strong search presence and on-page communication around national park visitation. Love was presented with the challenge of prioritizing the search presence of high-value national park pages, maintaining and improving ranking positions, while continuing to support UOT's strong initiatives around sustainable tourism, distribution of visitation statewide, and quality visitation.



Utah Office of Tourism Content

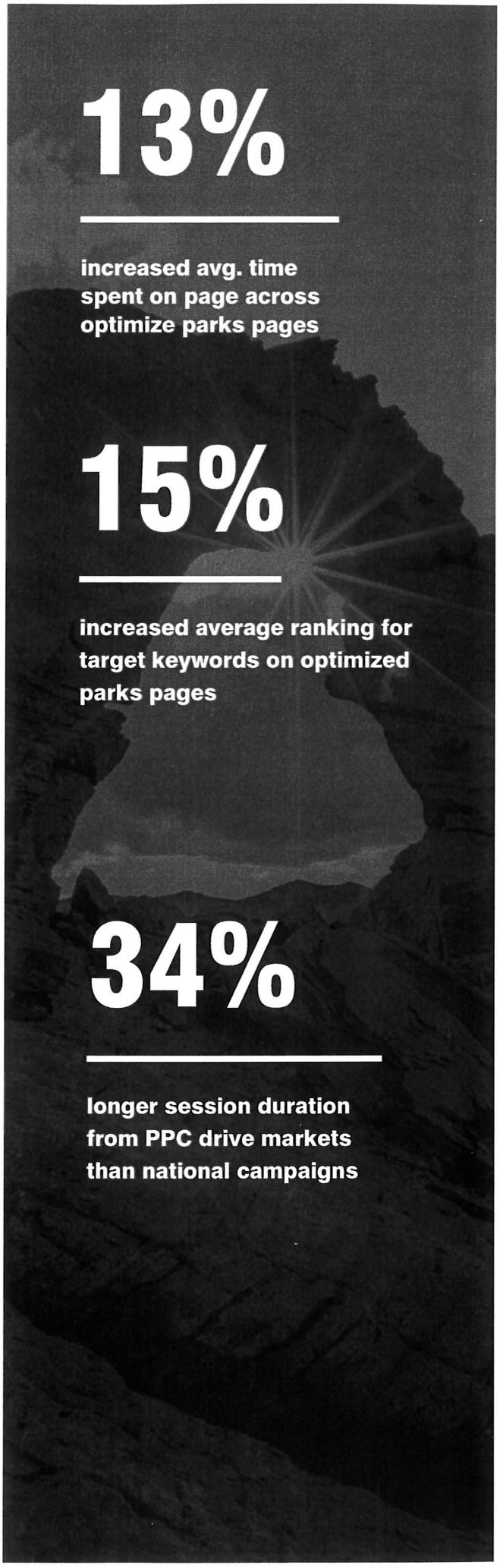
Solution

Love collaborated with UOT on new content structures for each national parks page, bolstering each with relevant content and technical optimizations. Furthermore, Love created supporting pages for each national park to address activities, camping, and itineraries that would act as organically valuable content clusters and provide travelers with better resources for planning.

A focus among new pages was regional itinerary content, pointing users to destinations "off the beaten path" as part of a 5-day visit. Both national parks pages and itinerary content were supported with a paid search campaign. In response to unprecedented industry trends related to the COVID-19 pandemic, drive market searches (i.e. Las Vegas to Zion) were strategically targeted to capture those with the highest intent to travel.

Results

As a result of our optimizations, UOT saw an increase in organic rankings, page sessions, and average session duration for national parks pages. The site gained top rankings and 3 new featured snippets for national park search terms. This site also saw a 16.81% increase in average time spent on-page and a 15% increase in average rank for target search terms across all optimized national park pages.



Financial Structure & Management

3) Cost of services to be provided

A schedule of fees for the various services to be performed

Love proposes a 10% commission of the media budget to serve as compensation. This would cover all agency time for media planning and buying, optimization, reporting, and account management. This is lower than our standard media commission of 15%. We would welcome any discussion and refinement to this proposed structure.

We value our partnership with you and would want an arrangement that works for both of us!

FORM I

Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become "public records" and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Commission, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: Love Communications

Authorized representative (printed): Jeremy Chase

Authorized representative (signature): _____

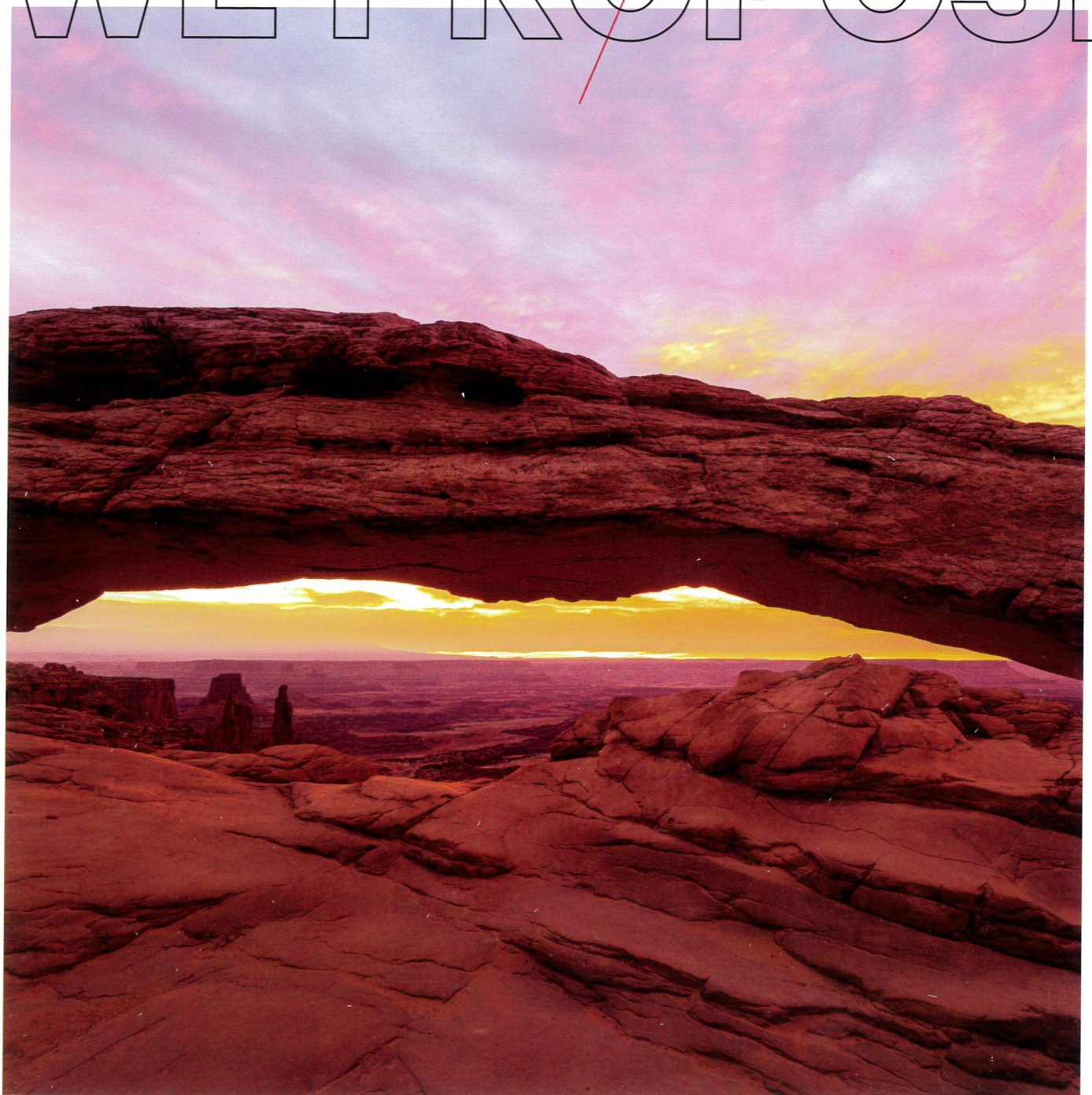
Date: 6/10/2022

WHY SETTLE FOR LOYALTY WHEN YOU CAN HAVE LOVE?

– Joey Reiman

THE ABBI AGENCY™

THIS IS WHAT WE PROPOSE



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TO THE GRAND COUNTY ECONOMIC DEVELOPMENT DEPARTMENT (EDD)

On behalf of The Abbi Agency, I want to express my sincere gratitude for the opportunity to share a proposal to serve as lead agency to support the execution of its Destination Management Organization (DMO) goals to promote responsible recreation. In conveying this proposal, our firm expresses our keen interest in representing Grand County and the Moab area through the execution of integrated advertising services, specifically development of marketing strategy, media planning, and media buying.

As an agency with tightly integrated expertise in tourism and the travel industry, The Abbi Agency is adept at building behavior-altering campaigns beginning with research and strategy through execution and optimization. We understand that tourism marketing is no longer about simply driving visitors to a destination to recreate. It is about educating, inspiring and engaging travelers to preserve, respect and restore the places they love.

The Abbi Agency knows that a trip to Grand County, often for places such as Arches National Park, may be a once-in-a-lifetime highlight for a family, couple or individual. The awe-inspiring beauty of one of the world's most iconic natural wonders is an unparalleled travel experience. Educating and engaging the traveler about visitation and recreating responsibly in a way that does not detract from the visitor experience is key to a successful campaign. Leveraging insightful marketing strategy, delivering clever and memorable creative, and effectively targeting and converting key audiences through paid media and frictionless digital experiences will lead the charge to drive the behavior change, and educated and informed travel, that the EDD desires.

We look forward to working with the EDD to power a truly exceptional, sustainable and responsible travel experience in Grand County and the Moab area for visitors and park employees, preserving and enhancing the wonder that visitors have when they enter the borders of one of the world's most majestic natural landmarks and the beauty that surrounds it.

Best Regards,

Abbi Whitaker

775-323-2977 | abbi@theabbiagency.com

Chani Knight

775-446-4677 | contracts@theabbiagency.com

The Abbi Agency Offices
Reno, Nevada
Las Vegas, Nevada

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ABOUT US

Founded in 2008, The Abbi Agency is a woman-owned and operated integrated marketing communications firm with significant experience across a wide variety of business verticals, including destination and hospitality marketing, economic development, professional services, technology and consumer lifestyle products. We do this work by developing and managing diverse, multi-channel media buys that are both innovative and compelling for the many constituent groups our clients intend to reach, and by building performance touchpoints into our marketing programs to ensure that we are nimble, agile, responsive and effective in our outreach methodologies.

Our team is made up of 45+ full-time experts across various marketing disciplines. We're headquartered in Reno, Nevada and hold offices in Las Vegas, with satellite employees across the nation - allowing our distributed team to work effectively across time zones near the borders of Nevada and beyond and to travel as necessary for client engagements.

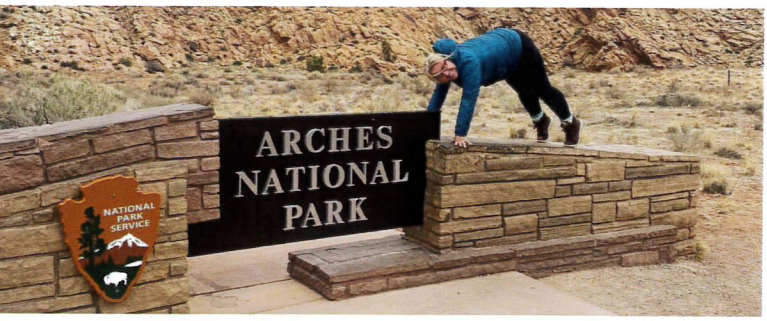
We are a full-service shop with broad capabilities, fiercely dedicated to leaving the places we enter better off than we found them. As a disadvantaged business enterprise, we understand the importance of elevating voices that are not always readily heard and of practicing cultural humility as we navigate the nuanced needs, wants and perspectives of a vibrant and varied constituency - namely, those who travel from far and wide to see the natural beauties of this world. Central to our values is sustainability and supporting our employees and the communities we serve. This commitment runs deep – we have recently become a certified B-Corporation, joining the likes of Patagonia and Toms, ensuring the work we do and the clients we serve meet rigorous social and environmental performance standards to benefit all people.

Experts In Destination Marketing & Management

We build destination brands that inspire desire and provoke wanderlust. We find their essence and bring it to life through media, transforming audiences into participants, sharing the siren-song stories that set places apart and pull people in. But as the tourism landscape has been transformed by overtourism pressures, our agency has also led the charge in sustainable tourism practices, destination management programs and responsible travel efforts.

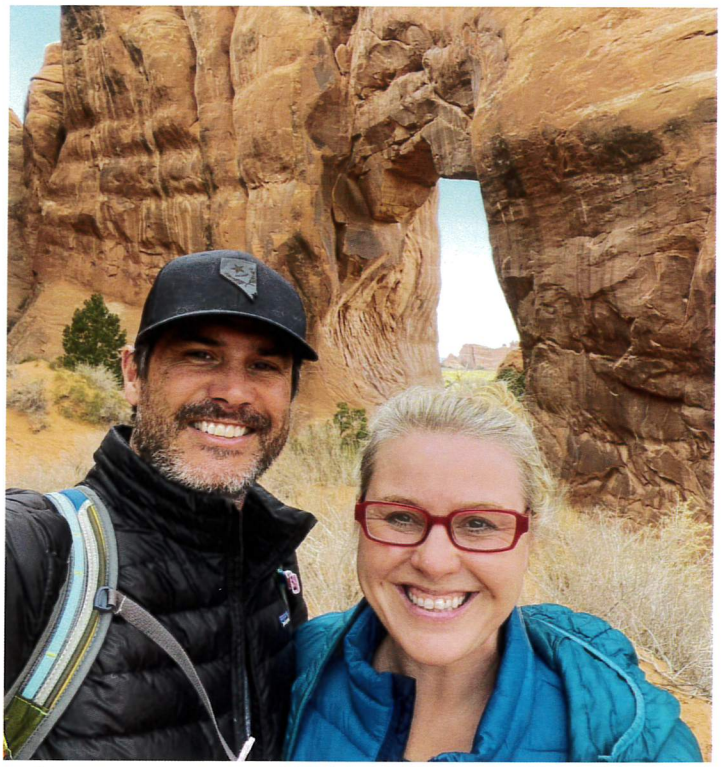
The Abbi Agency is well-versed in working within all facets of the tourism industry; tourism business improvement districts (TBIDs), Destination Marketing Organizations (DMOs), chambers of commerce and hospitality organizations to develop effective marketing programs in alignment with organizational goals. Our firm understands that entities such as these must often manage complex priority matrices that address the concerns of numerous stakeholders. We are expert at managing these multifactorial demands toward a destination's sustained success.

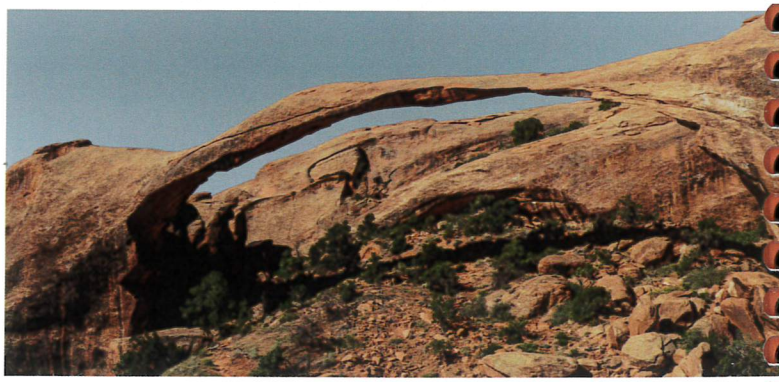
A selection of clients in our working portfolio includes destinations like Yosemite National Park & the Yosemite Conservancy, Travel Nevada (managed by the Nevada Department of Tourism and Cultural Affairs); North Lake Tahoe (which is overseen by a marketing cooperative comprised of two DMOs and two boards of directors that spans two states); Murrieta, California (which is managed by the Explore Murrieta Tourism Business Improvement District); Goleta, California (managed by the City of Goleta's Business Improvement District); Placer County, California (a partnership consisting of local business owners, county officials, and representatives from the various regions that make up the county); the City of Henderson, Nevada (a City led initiative for which we developed the foundational branding on which it now relies); and Kalispell, Montana.



And our outcomes speak for themselves.

Our work for these destinations has created targeted off-season campaigns that evened out peak-and-valley tourism fluctuations in popular destinations — alleviating overcrowding during busy tourism seasons while driving sustainable visitor volumes during off-peak periods as well as mitigating the impact to the environment with more education surrounding recreation. Working with world-renowned destinations like North Lake Tahoe, and National Park gateway communities like Kalispell, Montana (entryway to Glacier National Park) The Abbi Agency has fine-tuned strategies that relieve the strains of overcrowding while driving predictable and impactful tourism volumes that sustain local businesses throughout shoulder seasons and effectively messaging responsible travel to destination visitors.





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OUR SERVICES

HERE'S WHAT WE DO

RESEARCH & STRATEGY

- Market Research
- Brand Analysis
- Brand Strategy
- Strategic Plans
- Audience and Persona Sketching
- Message Identification and Mapping

PUBLIC RELATIONS

- Media Relations
- Articles and Releases
- Press Trips and Media Visits
- Crisis Management
- Media Training
- Partner Management

DESIGN & CREATIVE

- Campaign Concepting
- Campaign Execution
- Strategic Brand Collateral
- Video Production
- Graphic Design Execution
- Brand Identity and Messaging

WEB & DIGITAL

- Website Development
- User Experience (UX) Strategy
- Website Design
- Content Management
- Search Engine Optimization (SEO)
- Database Development

SOCIAL MEDIA

- Social Media Strategy
- Community Management
- Engagement Campaigns
- Content Development and Campaigns
- Social Media Giveaways
- Influencer Activations

MARKETING & ADVERTISING

- Strategic Media Planning
- Traditional Media Buying
- Digital Media Buying
- Search Engine Marketing (SEM)
- Social Media Advertising
- Guerilla Marketing

AWARDS

- **Gold ADDY Award 2021,** American Advertising Federation (AAF), Regional & Local Consumer Website, Nine Dot Arts
- **Silver ADDY Award 2021,** American Advertising Federation (AAF), Social Media Campaign, Edgewood Tahoe Resort-Puzzle
- **Gold ADDY Award 2021,** American Advertising Federation (AAF), Consumer Website, Edgewood Tahoe Resort
- **Silver ADDY Award 2021,** American Advertising Federation (AAF), Social Media Campaign, Fall Under the Spell
- **Bronze ADDY Award 2021,** American Advertising Federation (AAF), Public Service Message Campaign, SmogSpotter
- **Bronze ADDY Award 2021,** American Advertising Federation (AAF), Brochure, Edgewood Wedding Guide, Edgewood Tahoe Resorts
- **PRSA Silver Spike 2021, P**rograms: Community Relations, Responsible Travel Campaign
- **PRSA Bronze Spike 2021,** Programs: Issues Management, SendCutSend
- **PRSA Bronze Spike 2021,** Programs: Multicultural Communications, Gay & Lesbian Chamber of Commerce Nevada
- **PRSA Bronze Spike 2021,** Strategies & Tactics: Media Relations – Earned: Online, Print, Expert Positioning, Bidstack
- **PRSA Award of Excellence Spike 2021,** Strategies & Tactics: Media Relations – Earned: Online, Print, Expert Positioning, Prominence Health Plan
- **PRSA Award of Excellence Spike 2021, S**trategies & Tactics: Media Relations – Earned: Online, Print, Expert Positioning, EXO
- **PRSA Award of Excellence Spike 2021,** Strategies & Tactics: Media Relations – Audio, Video, Webcasts, etc, Breast Cancer Screenings
- **PRSA Award of Excellence Spike 2021,** Strategies & Tactics: Media Relations – Corporate Social Responsibility, #LocalFoodLove
- **2021 Bulldog Awards, Gold,** Best Use of Social Media, Edgewood
- **Platinum Hermes Creative Award,** Electronic Media- Website Design, Nine dot ARTS
- **Platinum Hermes Creative Award,** Strategic Campaign- Integrated Marketing Campaign, Nevada Health Link
- **Gold Hermes Creative Award, Electronic Media-** Website Design, Edgewood Tahoe Resort
- **Hermes Creative Award,** Honorable Mention, Electronic Media- Website Redesign, Nevada Department of Wildlife
- **Hermes Creative Award,** Honorable Mention, Print Media-Logo, Kalispell
- **2020 Bulldog PR Awards,** Gold "Best Brand Launch" - Explore Murrieta
- **2020 Bulldog PR Awards,** Gold "Best Use of Social Media" - North Lake Tahoe, Tahoe Treasures
- **2020 Bulldog PR Awards,** Silver "Best Business to Consumer Campaign" - Go Goleta
- **PR Daily's Marketing & Social Media Awards,** Winner Public Relations Campaign - Visit Carmel, Visit Carmel Digital PR Campaign
- **Gold ADDY Award 2020,** American Advertising Federation (AAF), Advertising Industry Self-Promotion Online/Interactive - The Abbi Agency, TAA

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OUR APPROACH WITH YOU

First and foremost we're a family of inspired marketers, experienced strategists, dedicated destination warriors, and passionate explorers who live for the tourism destinations we work with.

We know that in order to be a high-performing agency we must cultivate an inclusive work culture and create environments that reflect the diversity, beliefs, passions, and cultures of our clients. This involves leveraging the diversity of our own workforce and empowering our employees to be fully engaged and to contribute to the agency's mission: inspire people to discover places, ideas, and opportunities that impact their lives.

So with our experience across National Parks, stunning coastal destinations, and middle-of-nowhere gems, we see Moab and see a beautiful destination worthy of visitation, and even more importantly worthy of protection. Grand County, with its myriad visitors each year, brings not only their wide-eyed interest in Arches National Park and the surrounding areas, but also their network of friends and family in their pocket that they will share special moments with during the trip - we want to be a part of those moments too. Through paid media we can show them ads that make them want to come back, to show them ways that they can stay in the Moab area overnight, in a hotel, campground, or a short term rental, or even provide educational direction on recreating responsibly.

And we see Moab in the photos of our team, behind their eyes as they remember their first trip, and we are excited at the opportunity of being alongside EDD to give that joy to other visitors through a creative and effective strategy that achieves the goals of Grand County within a Responsible Recreation and Education framework and with specific understanding of the TRT and the Co-op program and how important it is to spend this money wisely to make a difference.

And through that, we hope to encourage those visitors, tourists, locals and guests to come to Grand County and recreate, explore, and make it a part of their story too.

So, in addition to our passion for your destination in particular, how do we achieve and maintain the level of excellence that we promise clients?

- ✓ Revisit internal agency goals, objectives, and initiatives often and foster an environment of open communication.
- ✓ Internally align departments to streamline workflow, information, and deadlines.
- ✓ Measure and drive employee engagement and satisfaction through inclusion and personal immersion in the destination to ensure the highest level of investment and understanding.
- ✓ Empower our leaders and team members to openly brainstorm and strategize each assignment.
- ✓ Actively engage all staff in travel, client presentations, brainstorming and strategy sessions to see first-hand the impact of their work.

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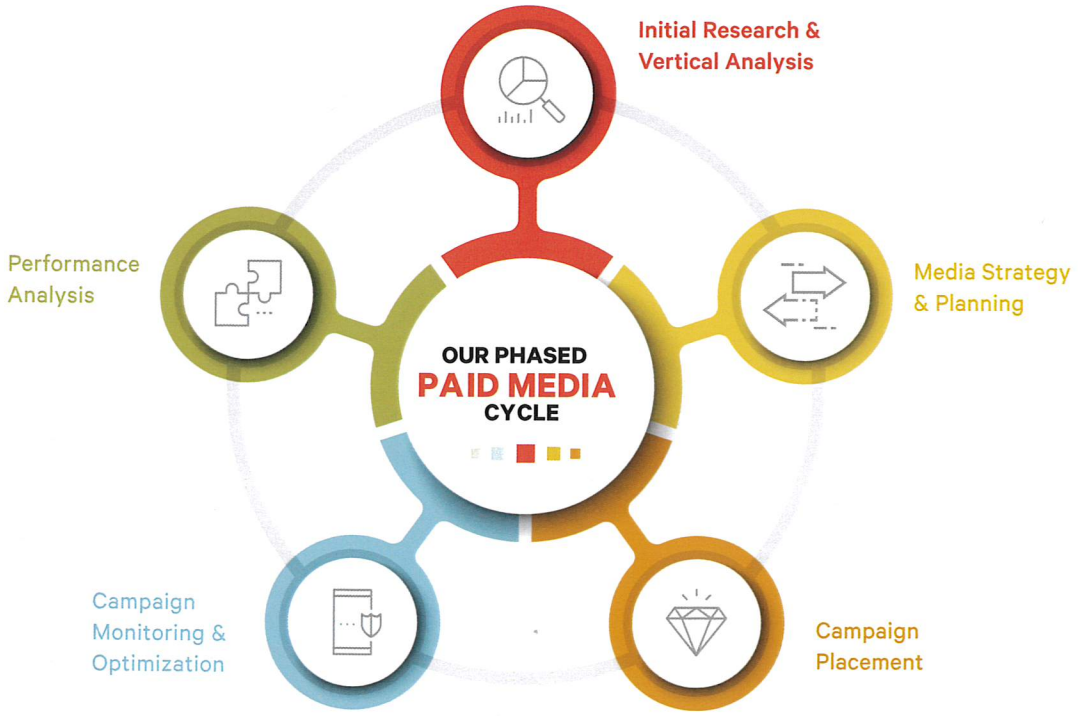
PAID MEDIA

At The Abbi Agency, paid media and advertising are two of our core competencies. Our team has helped numerous clients across varied industries improve and achieve their business goals. Critical to any paid media advertising campaign is engaging the right audience, at the right time, via the right channel. Whether the channel is tried and true, like print and television, or is freshly minted, like TikTok and Spotify, we'll match the audience and the message to deliver results.

Our paid media strategies and tactics deliver for our clients. Leveraging both first-party and third-party data, we develop highly effective strategies and tactics that seamlessly move customers through their decision journey. We gently guide our clients' customers from awareness and inspiration to decision and advocacy. While doing so, we drive up return on investment and return on ad spend. How do we do this? For traditional campaigns, our paid media team leverages relationships, negotiates and delivers on added value, and maximizes your reach and impact.

As well, we carefully monitor and optimize our digital campaign performance towards goal events. These data-informed strategies and tactics such as audience segmentations go beyond "the click" bringing data to life. We fine tune our digital advertising efforts continuously throughout the entirety of the campaign by evaluating key performance indicators and for opportunities to improve. Beyond this, the successes of our ad campaigns are judged by the offline outcomes realized by our clients. Click-Through Rates and Impression Counts would be worthless without seeing a marked impact on the number of travelers aware of and using the reservation system.

Our Phased Paid Media Cycle



Initial Research & Situation Analysis —Operating in a highly competitive space, the Grand County brand will need highly effective paid media strategies. We'll develop this strategy by taking our existing travel expertise, years of media knowledge and diving deeper into the competitive landscape. Like each of our clients, each media strategy and plan is unique. Once we immerse ourselves in understanding the client's needs we will move towards marketing objectives. Furthermore, we dive into the market's media consumption habits to make sure we reach our target audience with the right tactics.

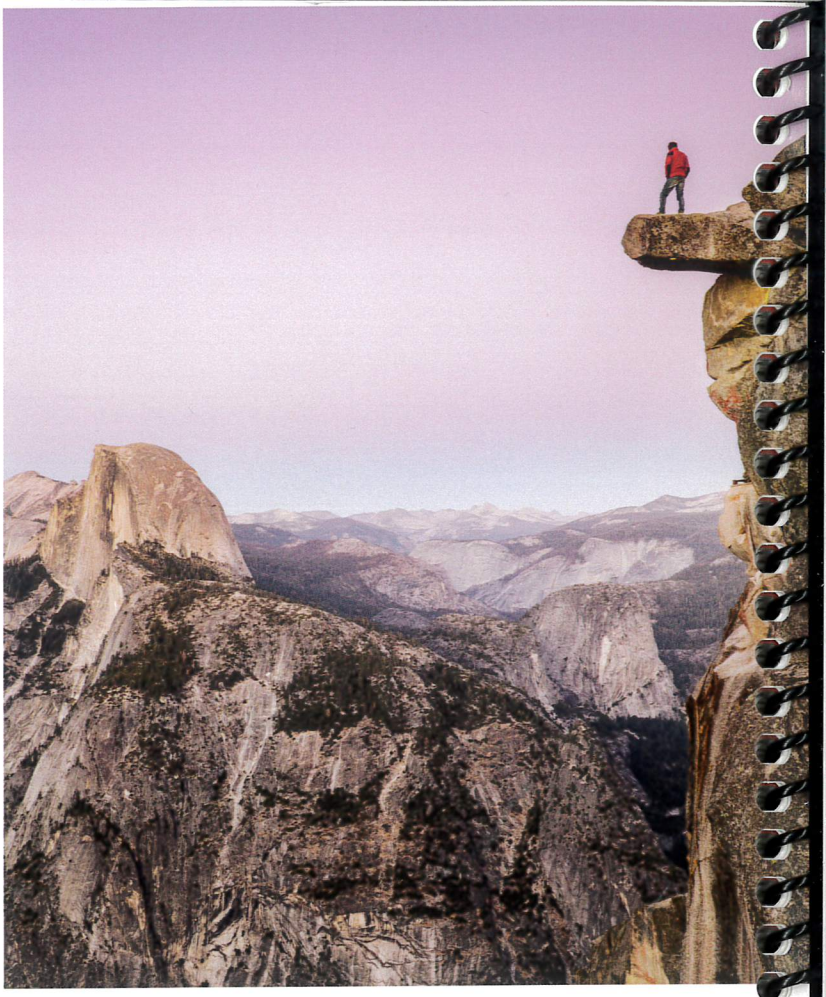
Media Strategy & Planning — Utilizing the insight and information gathered previously, we craft a unique media strategy and plan that highlights where, when and how we will speak to Grand County's target audiences. Additionally, our strategy will align with Grand County's business objectives and measurable goals will be set to assure success.

- The research phase will validate our hypothesis, but we anticipate a fully integrated media buy that will include a healthy media mix containing digital and traditional outlets.

Campaign Placement — Where the rubber meets the road, proper placement ensures every dollar of paid media spent moves the needle towards the goal. For traditional media campaigns, we'll research and vet partners and negotiate tirelessly on behalf of Grand County by leveraging our relationships and media knowledge to receive the best ad rates, while maximizing reach and impact.

Campaign Monitoring & Optimization — As digital efforts progress, we implement ongoing management, monitoring performance trends, identifying and using our insights for improvement while running.

Performance Analysis — As the campaign draws to a close we review performance holistically, influencing strategy and planning for future phases. Our tenured team brings the data to life with visual aids and easy to digest reporting.



We're proud of how well we perform for our clients. New creative we designed for Visit Kalispell (a gateway town to Glacier National Park), combined with our buying expertise, saw click-through rates jump to 5.74%, and conversions more than doubled from 1.1% to 2.48%. KPIs were three times greater on average for display and social. For example, we dropped the cost-per-referral on social from $1.99 to 7 cents.

We also integrate paid, social and public relations to achieve massive results. Our Tahoe Treasures campaign (for North Lake Tahoe) saw an engagement rate 451% over goal and drove traffic to what became the most-visited page on the destination's website for months.

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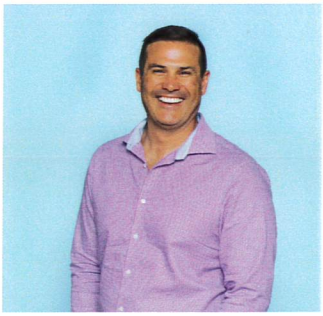
YOUR TEAM

BIOS

Abbi Whitaker | President & Co-Founder

Abbi is the heart, soul and creative engine that drives The Abbi Agency. A veteran of international media campaigns for some of the nation's largest tourism and business-to-business companies, Abbi innately understands what drives media coverage and has put those skills to work for almost two decades. She has secured feature coverage in the world's most prestigious publications and television programming — The New York Times, The Wall Street Journal, Forbes, Fortune Small Business and MSNBC—and has established relationships with world-class reporters and writers to show for it.



Ty Whitaker | Chief Executive Officer & Co-Founder

Precise, analytical and organized, Ty is the operational brains of The Abbi Agency. A former water quality scientist, he approaches projects with the same statistical eye for data collection and results tracking that he perfected while documenting traces of minerals and chemicals in groundwater across Northern Nevada and Lake Tahoe watersheds. Ty's systematic approach puts him at the helm of some of the company's largest and most complex projects and leads them to success.

Connie Anderson | Chief Strategy Officer & Partner

If you asked us what a results enthusiast looks like we might suggest someone who looks a lot like Connie Anderson. And if you asked us what a true, through-the-roof, clinically diagnosed results fanatic looks like, well, we'd have no other choice than to show you a beautifully rendered portrait of Connie herself. She's a fiercely dedicated mastermind of brand strategy and client service who'll stop at nothing to ensure that those under her care achieve the benchmarks they need in order to thrive.

Caroline Sexton | VP of Digital Strategy & Partner

With years of SEO experience behind her—earned through content development, the execution of on-page tactics as well as the implementation of advance tracking mechanisms—Caroline currently serves as the VP of Digital Strategy at The Abbi Agency, where she is tasked with managing all large-scale websites and ongoing content strategy projects for the firm's digital department. Caroline will use her skills in the digital realm to master all deployment strategies conducted by The Abbi Agency on behalf of Grand County.

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LEADERSHIP

BIOS

Thaison Kawal | Creative Director & Partner

Thaison Kaiwal is a master at investigating the features of a destination that matter most to people, and conveying those features beautifully through multimedia assets and creative design. In concert with The Abbi Agency's creative team, Thaison builds robust creative campaigns that blast past the basic amenities, turning assets like video advertisements and photography into vehicles through which hearts and minds are moved. He's done this for countless destinations throughout the western United States and beyond, branding or *rebranding* regions in the nation as experiences that leave visitors feeling changed—and all the better for it.

Nicole Tucker | Office Manager & Partner

If we had to describe Nicole Tucker, we would say she's a jack of all trades, and a master of each and every one of them. In addition to juggling the ins and outs of office procedures and human resources, she also manages accounts receivable and payable, and is a vital part of contract creation and budget management. If there's a question of numbers or technical account details, you can bet Tucker will know the answer.

JULIAN TALLENT

DIGITAL MARKETING DIRECTOR

Certified in: All Google Ads + Analytics | TheTradeDesk | Nielsen Global Solutions | Data Integration Solutions

With a hungry spirit, and a curious mind, Julian Tallent is a relentless problem solver. Through both marketing transformation and digital business models, Julian combines creativity, media, and data-driven solutions. In addition, his advertising experience has enabled the skillset of bringing data to life with compelling storytelling.

Client Experience

Generated awareness for visitor flow and preserving quality of the visitor experience for Yosemite National Park

Drove Awareness and Occupancy campaigns for an International resort in Dubai for a leader in the hospitality business

Stateside campaigns include(d) overseeing media strategies for 10+ properties to drive ROI, tailored unique campaigns for boutique properties, travel partners, and luxury resorts

Additionally, worked with fortune 500 companies, and sponsorships with the NFL, Good Morning America, and Live Nation

HENRY MERSCHEL

DIGITAL MARKETING STRATEGIEST

Certified in: Google Ads + Analytics, Hubspot, Data Analytics and Visualization and SEO.

Working as an experienced marketing strategist, Henry helps to increase brand awareness and conversions for businesses through strategic inbound marketing campaigns. In addition, Henry works to understand clients goals, unique selling propositions, buyer personas and geographic targeting via in depth digital audits to allow for efficient campaign creation and execution. Henry works deeply on both the organic and paid efforts, and understands how a fully integrated content strategy can be most effective.

Client Experience

Digital media management and optimization for arious travel destinations that include: Explore Murrieta, Go Goleta, Visit Fallon, Edgewood Tahoe Resort, Visit Morro Bay.

Research and strategy for website design and development
SEO research and Keyword strategy for destinations such as Discover Kalispell, to develop intent based content strategies.

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NATE IMELLI

DIGITAL MARKETING STRATEGIST

Certified in: Digital Advertising from Hubspot, Digital Marketing Professional certificate from Digital Marketing Institute, and American Marketing Association.

Utilizing years of experience in outside sales, Nate makes it a priority to clearly understand the client and their needs in order to present an effective marketing solution. Nate has a passion for implementing and optimizing digital campaigns to deliver upon the goals that have been set and communicate the marketing results to the client in a way that is easy for them to understand.

Client Experience

> Negotiating print advertising placements across the country for a manufacturer in Northern Nevada.
>
> Created, launched, and managed social media platforms for a publishing company.

TAYLOR HOLASH

MARKETING ANALYTICS SPECIALIST

Certified in: Professional Data Analyst from DataCamp, Google Analytics, Python, SQL, and Data Visualization

Taylor recently joined the team to delve deeper into the data to extract meaningful insights and drive decision making. Taylor obsesses over the "why?" and "so what?" behind every business question, which allows him to utilize his background in Market Research and Data Analytics to do just that.

Client Experience

> Ran several linear regressions for various clients across many different social platforms to identify what type of content was driving engagement.
>
> Assisted in dashboard visualization and automated data reporting.

EXPERIENCE

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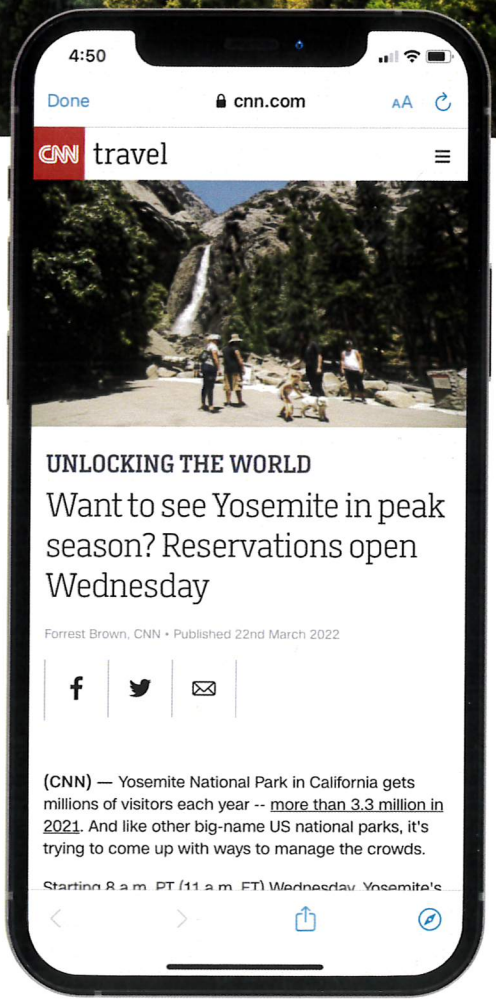
CASE STUDY

YOSEMITE



Summary

With Yosemite National Park welcoming over four million visitors a year, we know one thing to be true: these visitors are expecting pure magic. Whether that be catching the sun at just the right moment against Horsetail Falls, peacefully strolling under the shade of Giant Sequoias in Mariposa Grove, or embracing the breathtaking views of Half Dome and Glacier Point, travelers who are packing their bags to head to the Park already have a vision in mind.

Yosemite National Park speaks for itself. Among the top 25 most visited in the National Park system, and with overall park visitation across the country seeing a 20% increase (source: National Parks Conservation Association), it's important now more than ever to educate travelers who plan to see all that Yosemite National Park has to offer.

Those who plan to visit Yosemite already have set high expectations for their trip - it's why they planned a trip here in the first place. Our goal wasn't to change their impression of Yosemite, but quite the opposite. Our goal was to make sure Yosemite was everything they expected it to be (and more) - and by doing so, we needed to make sure guests were completely educated and prepared on navigating the Park well before their plane lands or their car is gassed up - all through media storytelling.

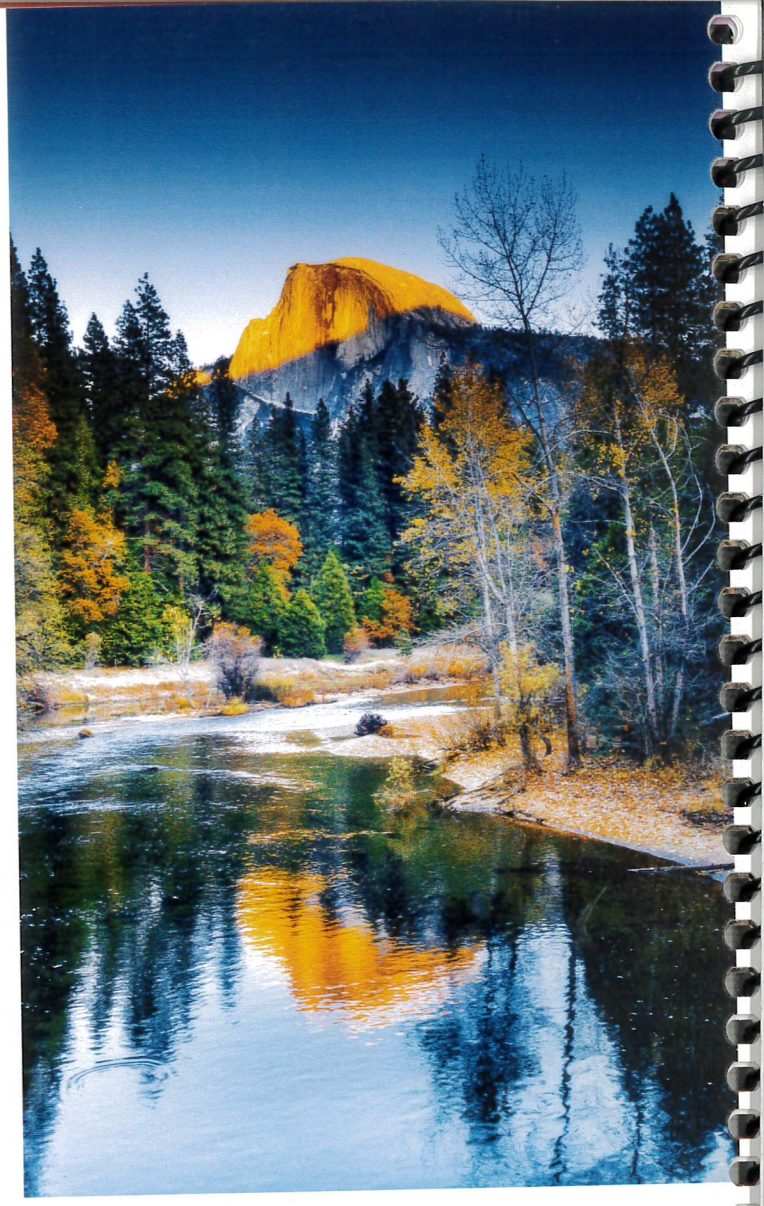
The challenge? Educating travelers before they arrive to ensure their expectations are met.

The Challenge

In recent years, National Parks across the country have implemented a reservation system for travelers given the skyrocketing growth in visitation since the start of COVID-19. Underlying the need for reservations and managing visitor flow this season are a smattering of major infrastructure projects, which will impact access to some areas of the park (such as Glacier Point) and also has big impacts on parking – and thereby traffic and congestion.

Yosemite National Park also started to test messaging around sustainability and resource protection. They may eventually consider moving to reservations being required to protect the park itself — the wildlife, the wild places, and all the natural beauty that makes it iconic and incredibly special.

Some parks and communities (such as Hawaii and Jackson Hole) are moving this direction. So, this isn't a new concept. But it's definitely a move that could take a lot of education and buy-in, and a shift in perception around park accessibility vs. the needs of protecting lands by limiting access. This conversation has inherent equity issues embedded in it, so focused on introducing the idea and concept to people, as it relates to Yosemite.



Goals

- ✓ **Enhance the visitor experience by increasing awareness of the launch of the peak-hour reservation system**

- ✓ **Enhance the visitor experience by informing local and regional travelers who are planning to make the trip to Yosemite during peak season**

The specific PR focused goals were for the initial launch were:

- 25 media placements (10 digital article placements & 15 broadcast TV and radio placements)
- Reach an estimated audience of 10,000,000
- 100,000 estimated coverage views
- Earn media placements that will bring more eyes to the Yosemite National Park page through SEO-driven PR.

While this perspective on the campaign showcases our strategies and results from our PR efforts, The Abbi Agency was contracted for an integrated marketing program including advertising and creative services because of our expertise in the destination, travel and tourism industries. The Abbi Agency's integrated marketing program is continuing through October 2022. The following case study is representative of the first 10 days of the campaign launch.

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Strategies and Tactics

In a world saturated with advertising, we know that earned media reaches audiences through a different lens and when combined with paid media tactics, has the highest net positive impact through the eyes of a consumer. A story published on a media platform provides credibility and trust– it's educational and adds something valuable to people's lives – and it's that kind of content that wins the largest and most loyal audiences, all while inspiring travel.

The Public Relations team served as the main message partners and guiding strategists throughout the campaign. Our team of seasoned media experts approached PR for Yosemite Conservancy from a five-pronged approach to connect with audiences at every key touchpoint:

Digital Performance (SEO)-Based PR - Garnering stories in digital media outlets with an emphasis on using terms with strong search intent as well as links back to the website. Examples include MSN, Forbes, and CNN Travel.

Brand Building PR - Choosing travel media outlets that will provide increased awareness and education around the need of reservations. Examples of media outlets are Today Show, Good Morning America, Travel + Leisure, Condé Nast Traveler, Lonely Planet, Sunset and Forbes Travel.

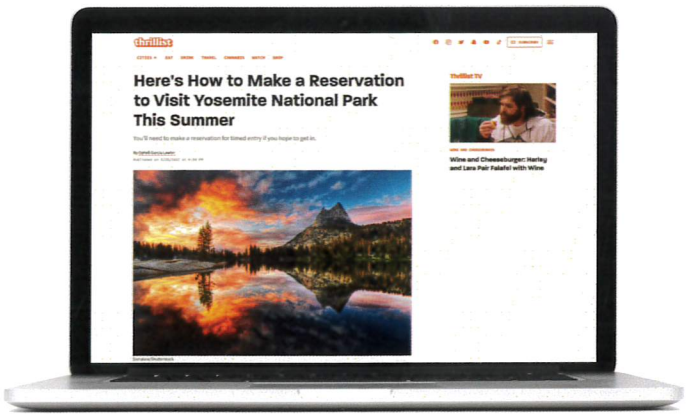
Endemic PR - Securing stories in niche publications that support the Yosemite Conservancy's messages. These stories will appeal to a reader's natural interest while ensuring the educational message of reservations is highlighted. Examples of media outlets include Hatch Magazine, National Parks Magazine, Backcountry Magazine, RV Life, Backpacker, and more.

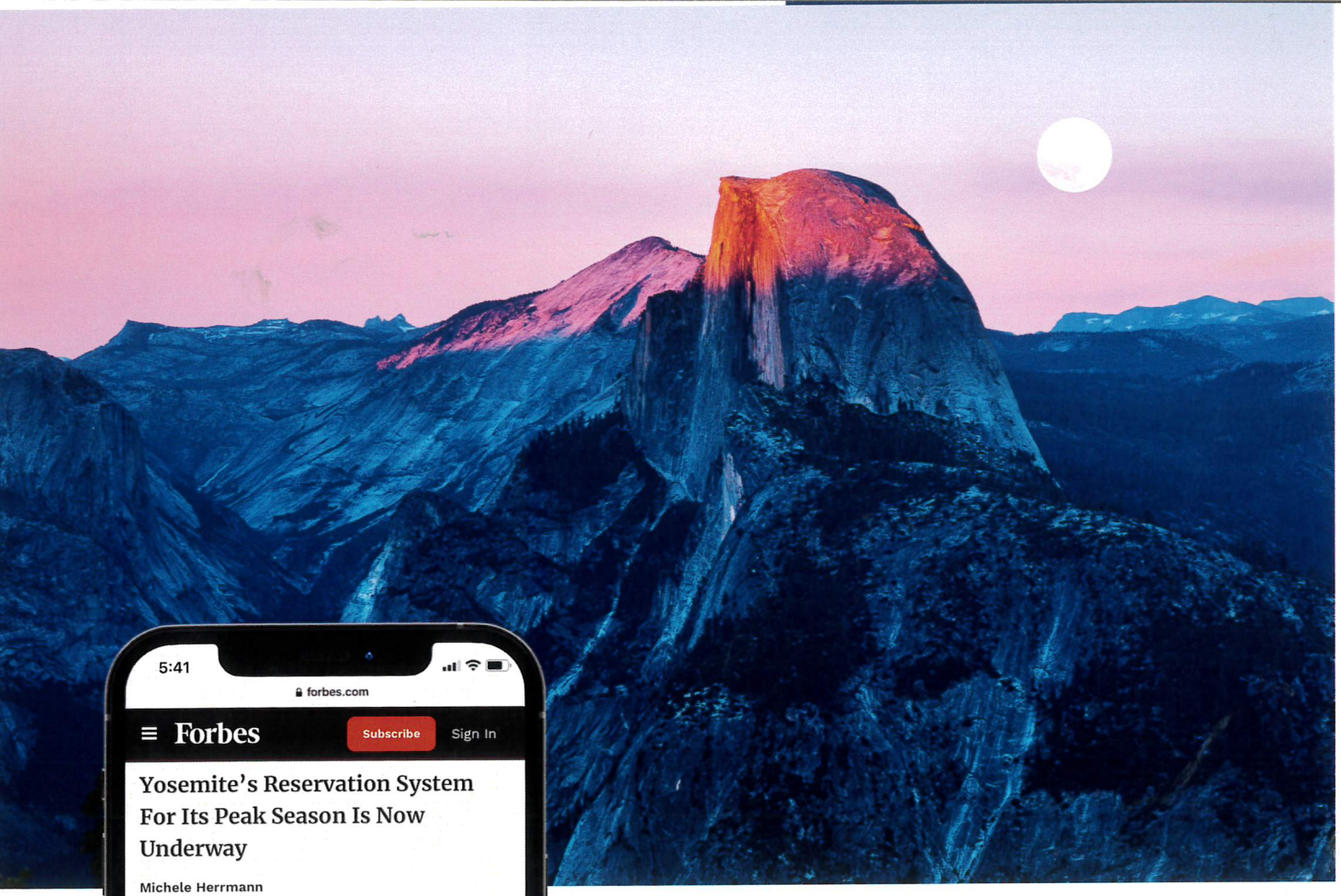
International PR - With about 40% of visitors coming from overseas, The Abbi Agency recognizes the importance of targeting international audiences. The Abbi Agency has public relations representation in the United Kingdom, and we will distribute the media release there to support international awareness efforts.

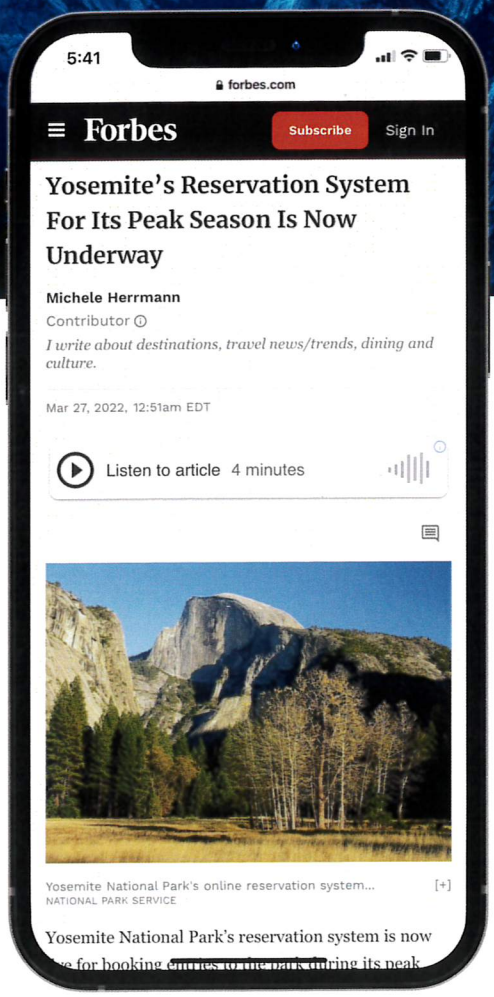
PR Tactics supporting this included:

- Media list creation and development
- Individualized outreach to journalists
- Media alert and press release creation and distribution
- Recommendations for enhancing owned assets (press links with photos & b-roll; content on press room)

While The Abbi Agency's efforts have just begun, we had a quick turnaround to notify and alert media on local, regional and national audiences of the reservation system 48 hours before the site went live. Our messaging was focused on the "know before you go" approach, gently reminding recipients of the new adjustment while also educating them on the purpose of these systems.







Results

- In the first 10 days of media outreach, The Abbi Agency was able to secure 106 digital article placements, 170 broadcast TV and radio placements and one social media placement. This led to a total of 277 media placements total.
- These placements were targeting our regional drive markets along with national champagne publications such as Forbes, CNN and Sunset Magazine.
- Digitally, we reached an estimated audience of 2.13 billion with 3,160,000 estimated coverage views.
- As a result of our SEO-driven PR, we saw an average domain authority of 66 for our digital placements. The Yosemite National Park page rank is 59.

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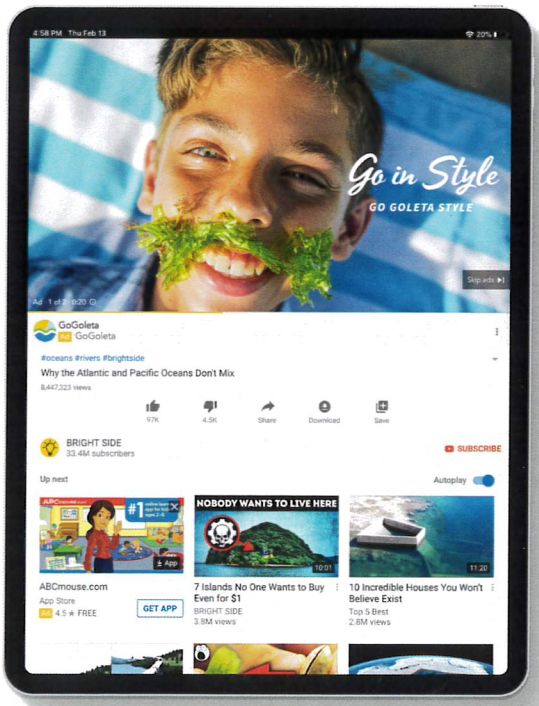
CASE STUDY

GOLETA STYLE

Challenge

Goleta is a smaller California town that is 18 minutes away from the nearby and better known Santa Barbara. It boasts several beaches, nature preserves, golf courses and other classic Golden State amenities. The city sought to establish itself as a competitive California destination and approached The Abbi Agency to help create brand awareness, drive visitation to its local lodging vendors and generate foot traffic for business members of its Chamber of Commerce.



Solution

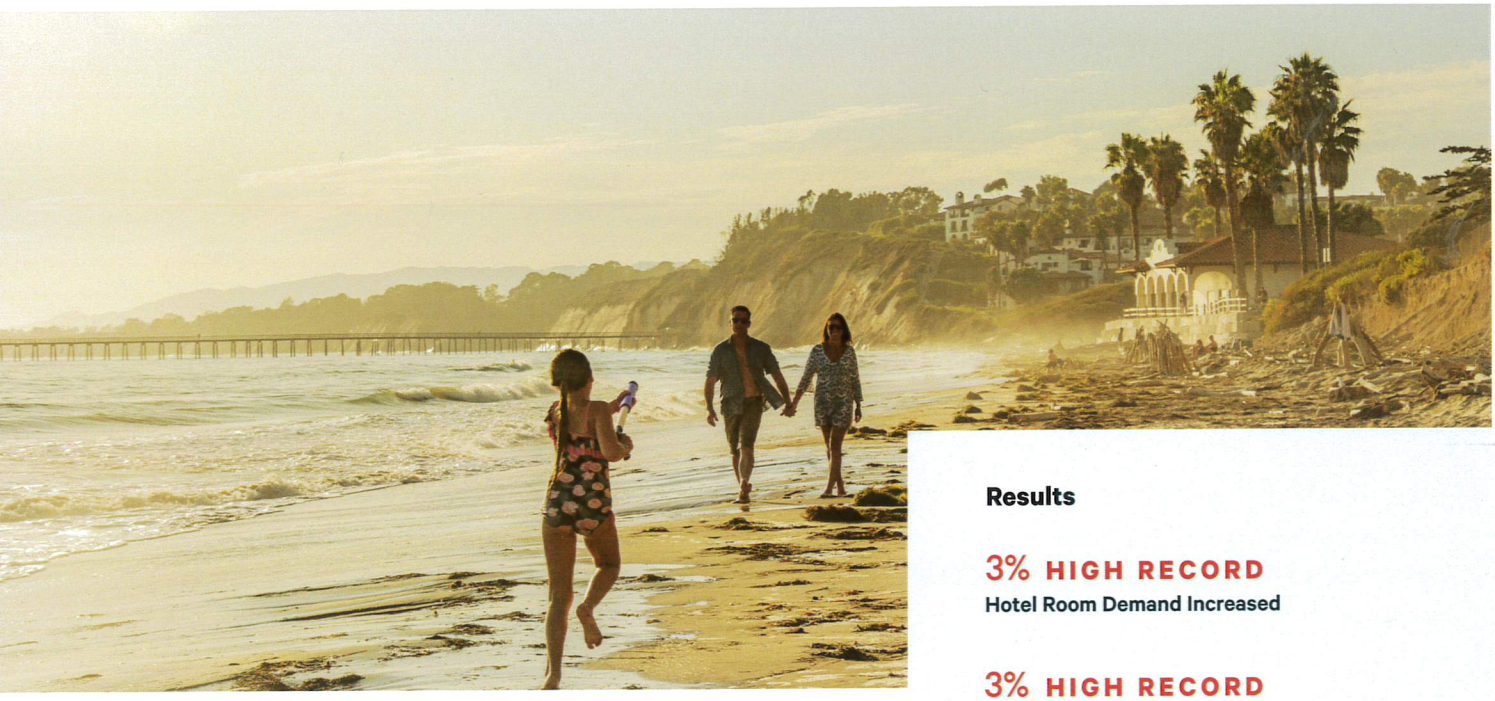
After conducting research and gathering consumer insights about California flight and drive market travelers, The Abbi Agency developed a multi-pronged digital engagement campaign focused on visitation, brand awareness and consumer introductions.

ADDY

The Integrated Idea

The Abbi Agency determined that Goleta's visitors travel two to four hours to get to Goleta and then return home. The firm therefore leveraged the inclusion of destination drivers/partners and utilized early morning and late afternoon activities/excursions to further encourage an extended overnight stays, and to discover or rediscover the beauty of Goleta for more than just one day. This messaging was deployed through social media, digital advertising (including paid search), content marketing, creative asset development (photography and video) and public relations channels.

To bolster these consumer introduction efforts, The Abbi Agency piloted an influencer marketing approach. Influencers then shared original content on social media and blogs that perfectly mirrored the Goleta Style campaign, providing authentic messages for their audiences — and the stories of their visits to the region were captured via photo, video and audio documentation which was both incorporated into the long term Goleta asset database and employed to further drive traffic.



Results

The Abbi Agency's novel approach to executing the "Goleta Style" campaign yielded meaningful results that saw the destination outperform nearby competing markets like Santa Barbara – which command a much larger budget and greater brand recognition. This accomplishment is illustrated in the following results:

Results

3% HIGH RECORD
Hotel Room Demand Increased

3% HIGH RECORD
Occupancy Increased

4% HIGH RECORD
Revenue Increased

1% NEW RECORD HIGH
ADR Grew

+
- Significant engagement and conversion of women ages 25 - 34, the primary travel decision makers
- Campaign received 933,000 targeted impressions
- Campaign videos received 744,000 completed video asset views

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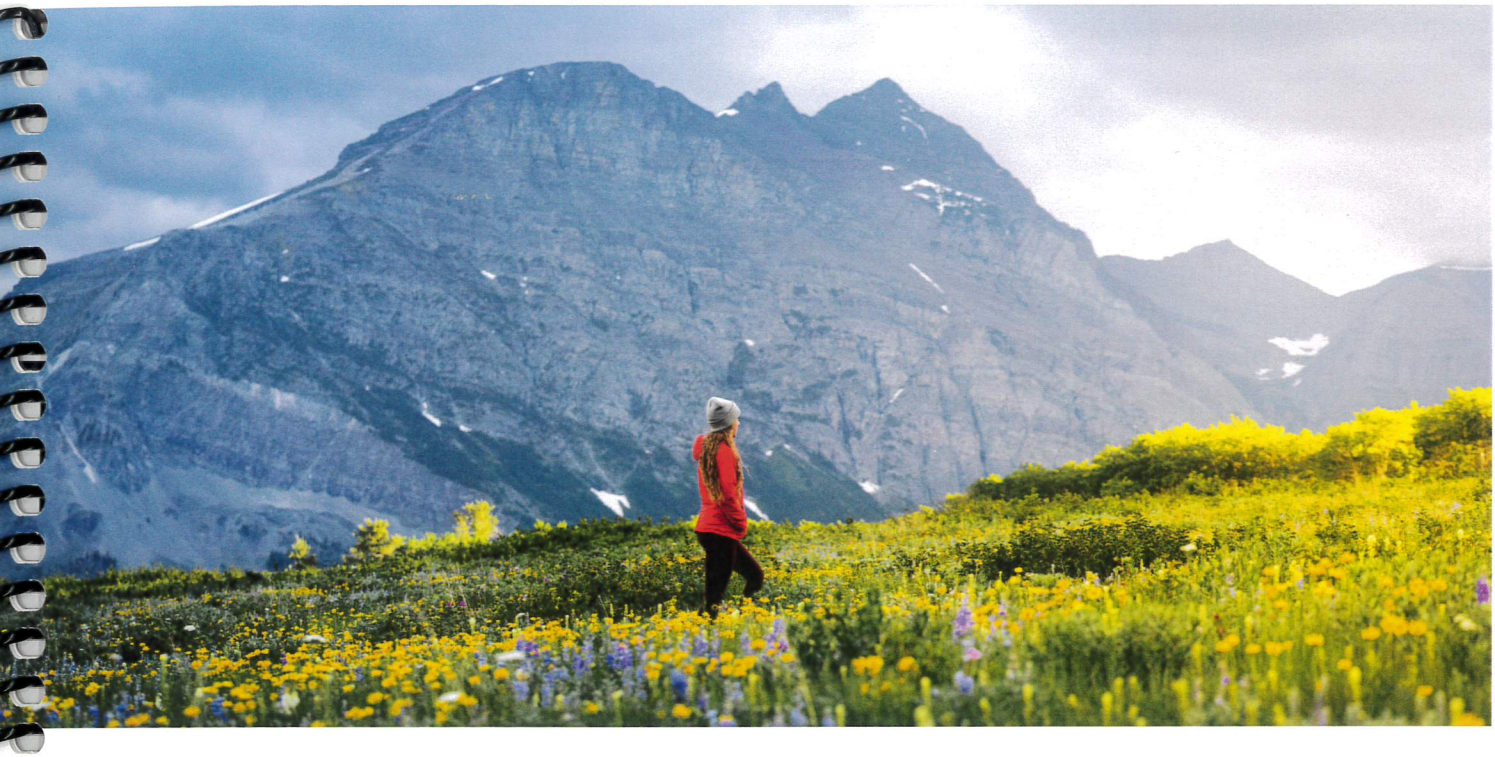

CASE STUDY

FALL UNDER THE SPELL

Services

Creative Concepting, Advertising, Photo & Video Asset Collection

Challenge

Discover Kalispell wanted The Abbi Agency to tackle their initiative to launch a creative campaign for the destination in a time of uncertainty during the COVID-19 pandemic. Discover Kalispell requested a campaign that captured the essence of the destination while evoking travel - once it's safe to do so. The campaign needed to capture travelers in the dreaming state of their planning journey and be compelling enough to follow them through to a completed trip itinerary.

Solution

It could have been easy to launch just any campaign, but a deep dive into their brand guidebook for strategic planning and an immersion trip for asset collection and experience in the destination provided the foundation for truly understanding their brand pillars and messaging and aligning them with the campaign.

Video & Photo Production

The Integrated Idea

The Abbi Agency concepted and developed *Fall Under The Spell*, a seasonal campaign to capture the magic of Kalispell, Montana. We launched the campaign in fall of 2020 which aligned with the time of year we envisioned. Fall is a time for reflection, connection and introspection and a time to fall under the spell of travel's most meaningful moments. Kalispell captivates, especially in autumn months, inviting visitors to become spellbound by a destination that delivers those spectacular cooler weather adventures and immerse themselves in the moment. The phrasing of the campaign both calls out the season "Fall" while focusing on the unique spirit of Kalispell that enthralls travelers and the "spell" it casts on those who visit. We launched the campaign within our advertising efforts along with collaborating with Discover Kalispell's content team to curate content that ties in the messaging of *Fall Under The Spell* in their social channels, also introducing the hashtag #FallUnderTheSpell.

Print Ad

Results

With the new campaign creative, CTR was 5.74%, and conversions jumped from 1.1% to **2.48%.** KPI were **three times greater** on average for display and social, e.g. CPR for social was $0.07, down from $1.99.

Carousel Ads

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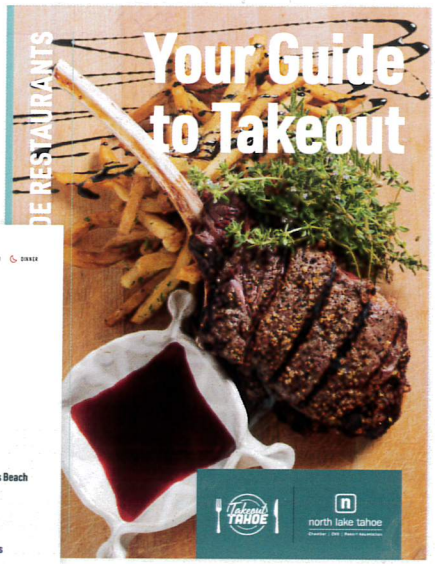
Below are a few examples of work completed on behalf of clients focused on responsible travel.

WORK SAMPLES

North Lake Tahoe

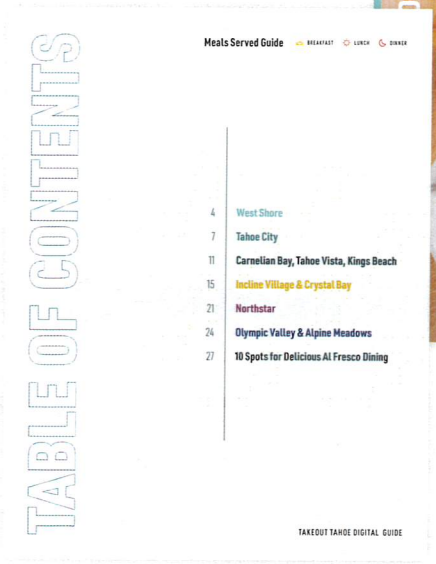
[Takeout Tahoe Guide](#) & Takeout Tahoe Social Media Ads

The Abbi Agency assisted North Lake Tahoe in a content campaign focused on supporting local small businesses by encouraging visitors in-market to travel around and try takeout from restaurants. Throughout a content and advertising campaign, messaging of recycling, and wildlife safety surrounding food were highlighted in tandem with restaurant options.



Takeout TAHOE

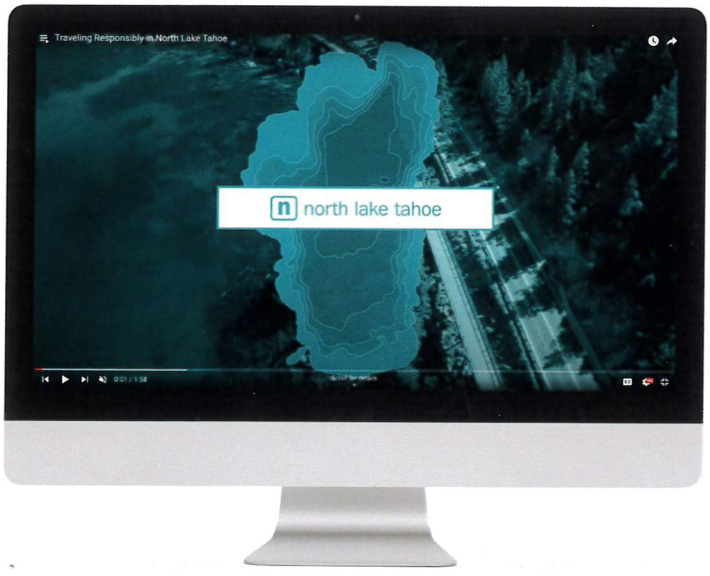
SUPPORT
NORTH LAKE TAHOE
RESTAURANTS



North Lake Tahoe

[Responsible Travel Video Series](#)

Proactive education is critical to the success of responsible travel campaigns. The Abbi Agency worked with North Lake Tahoe to create a series of seasonal-based responsible travel videos. These videos focused on key activities that individuals would participate in as well as new experiences they might encounter that they may not be expecting.



PROPOSED COST

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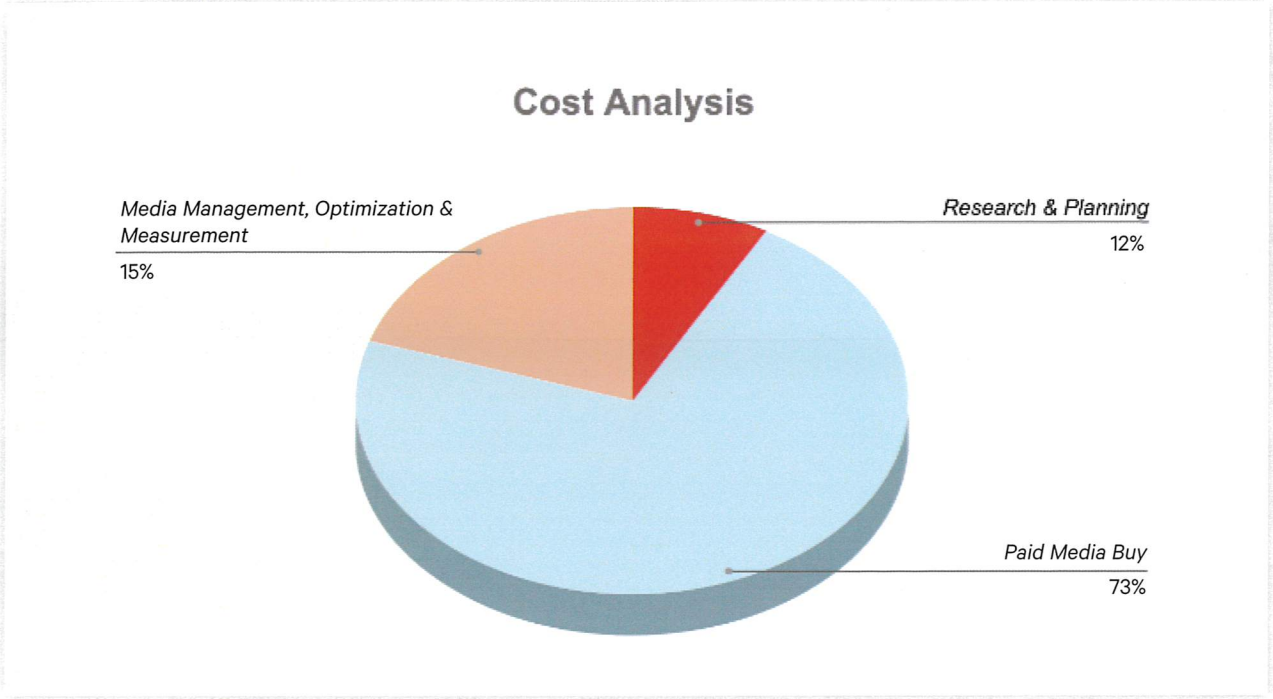
Paid Media, Planning, and Optimization Budget Recommendation

The Abbi Agency works well with any budget - understanding that at the root of all strategy is truly the way that we manage your funds and reach your goals not only the number on paper. With that being said, the given budget range provided in the Q&A stage of the RFP The Abbi Agency is confident in being able to provide a marketing strategy, planning, paid media buy, and optimization. And on top of that exceed expectations for Grand County and the EDD, and encourage meaningful change from day 1 in the responsible recreation, sustainability and resource preservation sphere.



12% Research, Planning, & Marketing Strategy

73% Paid Media Buy

15% Media Management, Optimization and Measurement

Once contracts are awarded, we will work collaboratively to create a final scope of work that outlines the tasks and responsibilities for each team - as well as the exact cost breakdown within the awarded budget. Depending on the final award date, we will develop an exact timeline based upon availability to factor in meetings, presentation dates to walk through the final buy, and approvals. These are subject to change, but are a guide for staying within the margin of error for timeline and consequently, budget as well. The Abbi Agency feels confident that we can produce the work outlined in this RFP in the requested timeline provided and be a key partner for Grand County and the EDD as their agency for these services.

SIGNATURES

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FORM I

Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become "public records" and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Commission, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: The Abbi Agency

Authorized representative (printed): Patrick Ty Whitaker

Authorized representative (signature): Patrick Ty Whitaker

Date: June 14, 2022

THE ABBI AGENCY™

THANK YOU

OFFICES IN

Reno

Las Vegas

Grand County RFP Response

Submitted to:

Grand County Economic Development Department
125 E Center Street
Moab, UT 84532

Submitted by:

Relic
290 N University Ave
Provo, UT 84601

In response to:

Grand County Media Agency RFP
Proposal #220610-01

TOC

0 | Introduction

1 | Agency Overview

2 | Tourism Experience

3 | Our Recommendations

4 | Becoming a Community Shared Value

5 | Added Value

6 | Proven Performance

7 | Budget

Letter of Interest

LET'S WORK TOGETHER

Dear Members of the Selection Committee,

We are thrilled by the opportunity to respond to Grand County's RFP. In this document, we have provided an overview of our agency and core capabilities, examples of past work and other information to aid you in your selection process. We have thoroughly reviewed the RFP and are confident that our credentials and capabilities are in precise alignment with the objectives of your organization.

Every destination, regardless of size, needs an agency that understands the unique nuances of the tourism industry. Relic has worked in and continues to grow in the tourism industry since 2012 when we first started with the Cedar City Brian Head Tourism Bureau in Cedar City, UT. Since then, we've worked with destinations from coast to coast—all the while fine-tuning our approach to building brands and refining our tactical capabilities.

At Relic, we view ourselves as a true "full-service agency." Our in-house team (nestled in the heart of the gorgeous Wasatch Mountains) can do it all. As demonstrated by the capabilities overview further on in this proposal, we are able to tackle nearly any marketing challenge your organization could be faced with. We are ready and willing to step up in any capacity to amplify your destination's brand strategy and ensure your marketing efforts are fine-tuned and pitch-perfect.

Once again, we appreciate your consideration of Relic and look forward to collaborating with your team. We'd be honored to partner with Grand County in this important step towards sustainable tourism in one of the most unique destinations in the country.

Jared Price
Director of Business Development
Relic

Our Understanding

WHAT NEEDS TO HAPPEN

We understand that the Grand County Economic Development Department is seeking an agency partner to assist in the development and execution of an annual marketing strategy that promotes and establishes responsible recreation within the destination. Key deliverables for this project include the following:

- Creation of an annual marketing strategy and media plan
- Execution of the media plan through the purchasing and monitoring of paid media
- Monitoring and reporting of KPIs
- Reporting of final campaign results

We also understand that any marketing efforts that promote recreation, tourism and conventions must abide by Resolution #3248 and work to mitigate any detrimental effects of tourism as well as educate prospective visitors on core tenets of responsible recreation.

Our Perception of Grand County

WHAT'S CURRENTLY HAPPENING

As a Utah-based agency, we have great appreciation and love—on both a personal and professional level—for the breathtaking landscapes, picturesque towns and unmatched hospitality of the people of Grand County. While Relic has clients the nation over, we take a certain pride in helping our Utah clients make this great state a better place.

The need for sustainable tourism is an issue that countless destinations are currently facing, and Grand County seems to be the textbook example of a destination that has suffered as a result of over-tourism. While an influx of tourism is economically beneficial, a healthy balance between the needs of Grand County's communities, natural resources and visitors to the destination needs to be restored.

Our perception of Grand County's current situation is that tourism is viewed by locals as a net negative*; the volume of visitors ultimately detracts from the quality of life in the county. In addition, many parts of Grand County are simply not visitor-friendly. To begin remedying both of these issues, it's critical that the EDD's new marketing strategy position the organization as a community shared value by adopting the four following responsibilities:

- Business stakeholder support
- Resident education & engagement
- Building destination brand awareness
- Nurturing in-destination programming.

In sum, the development and execution of a sustainable destination marketing plan that positions the EDD as a community shared value is exactly what Grand County needs. This message of sustainable, responsible tourism must go beyond a year-long campaign to become adopted into the core identity of the destination. We hope to assist Grand County go from being seen as an over-crowded destination to a sustainability-centered destination that benefits tourists and residents alike.

**https://www.moabtimes.com/articles/news-flash-moabites-unhappy-with-tourism-effects/*

RELIC

01

Agency Overview

Agency Intro

Relic is a **full-service advertising agency**, uniquely structured to service **tourism-centric clients** across the country.

We are a team of creative and experienced marketing guides that lead organizations through the maze of getting the ***right message*** to the ***right people*** at the ***right time***.

Relic functions as an extension of our clients' marketing teams, acting as both a strategic and executional partner. Our goal is to free up bandwidth for our clients and allow them to focus on the bigger picture and the parts of their jobs they enjoy most.

Office Info

Provo, UT

290 N University Ave
Provo, UT 84601
801.692.7345

relicagency.com

Contact Info

Jared Price

Director of Business Development

801.368.9172
jared@relicagency.com

Company History

2009

Sorenson Advertising was founded in 2009 in St. George, Utah.

2012

The agency acquired its first tourism client—Cedar City, Utah—in 2012. Since then, Relic has focused on specializing in the tourism industry.

2016

In 2016, Adam Stoker & Colby Remund bought the agency from the previous owner and rebranded it as Relic.

2020

Relic continues to grow. In 2020, Relic acquired two additional marketing agencies—EKR and TCS Advertising.

Agency Resources & Capabilities

Creative

- Graphic Design
- UI/UX
- Web Design
- Web Development
- Creative Strategy
- TV & Radio Production
- Branding
- Photography & Videography
- Packaging
- Illustration & Data Visualization

Traditional Media

- TV
- Radio
- Print & Newspaper
- Outdoor Advertising
- Direct Mail
- Sponsorships
- OTT

Digital Media

- PPC
- SEO
- Social Media Marketing
- Display Ads
- Marketing Automation
- Website Optimization
- Reporting & Analytics
- Geo-Targeting

PR & Content

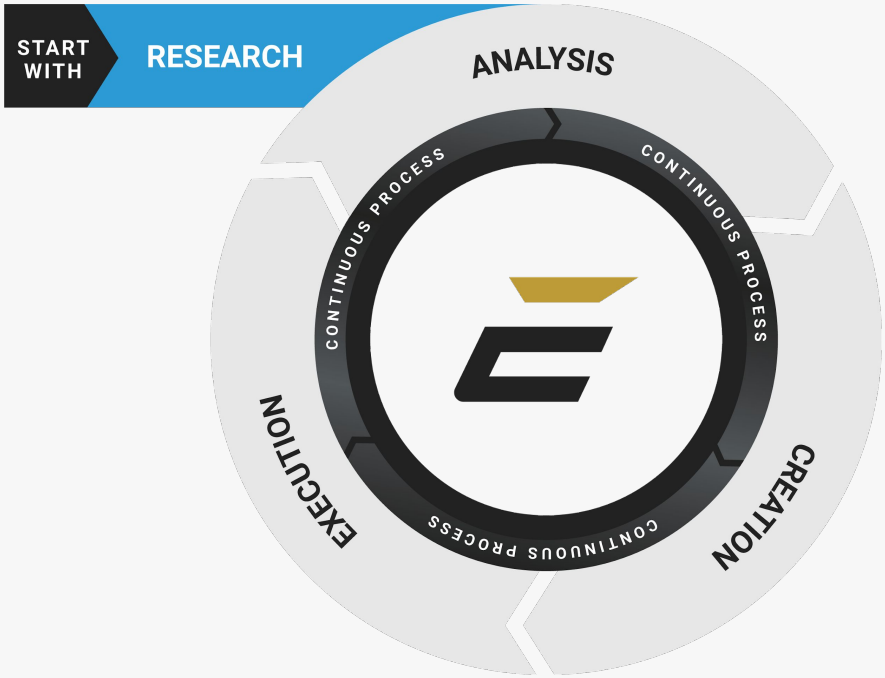
- Content
- Media Relations
- Event Planning
- Event Management
- Social Media Management
- Content Strategy
- Content Marketing
- Podcast Production
- Creative Copywriting
- Naming

Research & Strategy

- Quantitative
- Qualitative
- Research
- Targeting Development
- Persona Development
- Positioning & Messaging
- Target Segmentation
- Brand Strategy
- Marketing Strategy
- Campaign Development

Web Development

- E-Commerce Solutions
- Online Games
- Mobile Apps
- Web Development
- Intranets
- Web Applications
- Backend Development



Our Methodology

THE RACE METHOD

As you'll see throughout this proposal, everything Relic does ties back to its proprietary RACE method. All projects, large or small, follow the same meticulous process, starting with a robust research phase—the R in RACE method as demonstrated by the graphic shown here.

Research is the foundation for all work to be completed during our client engagements. As such, our team focuses first on establishing a robust understanding of the four Cs:

Customer // Company // Competition // Community

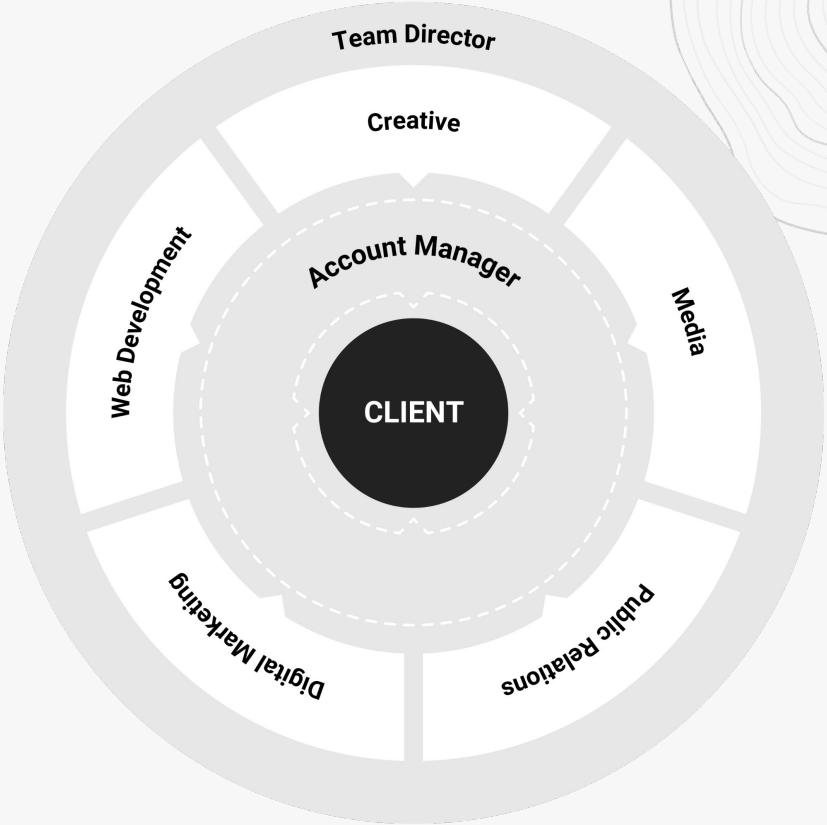
With a clear understanding of each of the items listed above, Relic's team can proceed through the RACE method by analyzing the gathered data, identifying target audiences and gathering insights, equipping us with the information with which we can begin to produce pitch-perfect deliverables.

Client Experience

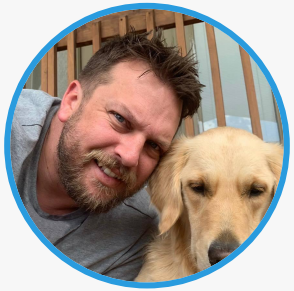
ACCOUNT MANAGEMENT

Relic is structured in a team environment, allowing intimate client relationships and consistency at multiple levels of the agency. Clients have an account manager as a main point of contact but also have a Team Director who manages and oversees the team, client relationship, and quality of work for the entire team.

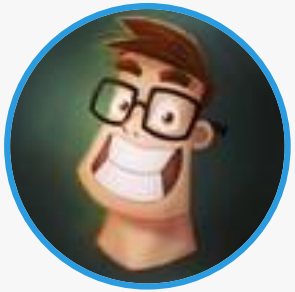
This structure gives each client the ability to communicate daily with their account manager while having a relationship to escalate when needed to the team director. This unique structure is designed to create a smooth client relationship and maximize the quality of the work our team does regardless of tactic.



Grand County's Fulfillment Team



Justin Flack
Team Director/Strategy
Linkedin



James Gibson
Creative Director
Portfolio

Meg Hill
Design
Portfolio

McKenna Parkinson
PR/Content
Linkedin

Daniel Agbuya
Digital Marketing
Linkedin

Josh Dangel
Digital Marketing
Linkedin

Katelyn Boulton
Traditional Media
Linkedin

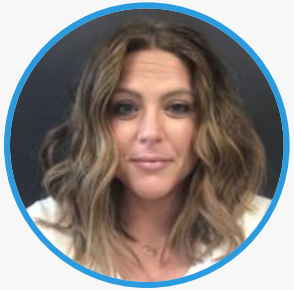
Relic Leadership

Adam Stoker
President & CEO
Linkedin

Colby Remund
Chief Operations Officer
Linkedin

Justin Flack
Executive Creative Director
Linkedin

Sasha Jackson
Director of Media & Client Services
Linkedin



Angenelle Crossley
Director of Human Resources
LinkedIn

Jared Price
Director of Business Development
LinkedIn

Jacqueline Crane
Director of Long Form Content/PR
Linkedin

Josh Scheer
Director of Digital and Strategic Partnerships
Linkedin

Client References

Stephanie Finck //
Marketing Director
Tuacahn Center for the Arts

435.652.3207

sfinck@tuacahn.org

Scope of Work:

- Creative Services
- Digital Placement & Management
- Traditional Media Placement
- PR Strategy
- Influencer Marketing

Rob Wells //
President & CEO
Greater Beaufort-Port Royal CVB

801.525.8521

robbw@beaufortsc.org

Scope of Work:

- Podcast Services
- Campaign Development
- Email Marketing
- Creative Services

Jessica Merrill //
Tourism Director
Davis County Tourism

801.451.3237

jessicam@daviscountyutah.gov

Scope of Work:

- Creative Services
- Digital Placement & Management
- Traditional Media Placement & Management
- PR Strategy
- Website Design & Development

Elaine Gizler //
Director of Economic Development & Visitor Services
San Juan County

435.587.3235

egizler@sanjuancounty.org

Scope of Work:

- Creative Services
- Digital Placement & Management
- Traditional Media Placement
- SEO
- Content Writing
- Podcast Services

RELIC

02

Tourism Experience

Tourism Experience

WHAT WE DO BEST

We know tourism marketing.

With nearly a decade's worth of experience working with other DMOs across the country, we feel uniquely positioned to understand the problems and find creative solutions for the EDD currently faces.

Since focusing on tourism in 2012, our team has gained a deep understanding of the particular needs of CVBs, DMOs and other tourism-related entities across the country. Relic's tourism clients now stretch from Madera County, California, to Beaufort, South Carolina. Each client has its unique needs and challenges, and Relic has proven a valuable partner for each one.

The world is full of incredible sights, exciting experiences, famous attractions and hidden treasures. Our team strives to showcase these places in a way that helps people embark on new adventures and keep coming back for more. We believe that tourism is one of the only true win-win transactions. When a person or family visits a new place, they create lasting memories and experience new sights, sounds and tastes. In turn, their visitation boosts the the local economy of the destination. Lasting memories, happy families, healthy local economies—who *wouldn't* want to be in this business?

Since our specialization is by industry, not product, we are able to offer a wide variety of solutions to our clients. Having served a broad spectrum of tourism clients, we know where to begin in understanding each destination's target audiences, value propositions and messaging. We know how to determine which tactics foster sustainable growth in overall visitation and revenue, and we're excited to see what we can do for Grand County.

Past & Present Tourism Clients

- **Alabama Mt. Lakes Association (AL)** // Podcast
- **Bear Lake (UT)** // Rebrand
- **Beaufort (SC)** // Podcast, campaign creation, creative
- **Beaver County (UT)** // Podcast
- **Bryan College Station Sports + Events (TX)** // Content, direct mail
- **Buellton (CA)** // Podcast
- **Cedar City (UT)** // Billboards, PR
- **Cleveland County (NC)** // Creative
- **Dana Point (CA)** // SEO, digital advertising, email marketing, retargeting, podcast, social media management, campaign creation, creative versioning, website management
- **Davis County (UT)** // Rebrand, PR, video production, digital advertising, traditional advertising, campaign creation, creative, website development
- **Decatur (AL)** // Podcast
- **Discover Bristol (TN/VA)** // Recovery campaign: Pinterest, PR, content, display, PPD, retargeting, social media advertising, email automation
- **Flagstaff (AZ)** // Video animation, video editing
- **Garfield County (UT)** // PR, content, influencer marketing, social media management, pinterest, social media advertising, traditional media (internet radio), creative, rebrand, SEO, PPC, retargeting, SEM, campaign creation, email automation, media placement, website
- **George HW Bush Library Museum (TX)** // Creative, competitive analysis, personas and persona mapping, message creation
- **Heber Valley (UT)** // PR, content, influencer marketing, email automation, social media advertising, PPC, SEM, retargeting, media placement (OTT/TVE), creative, campaign creation
- **Laredo (TX)** // Rebrand, PR, influencer marketing, traditional media, podcast, creative, SEO
- **Lenawee County (MI)** // Website redesign
- **Madera County (CA)** // Pinterest, creative, illustration
- **Moab Tourism (UT)** // Website, travel guide
- **Myrtle Beach (SC)** // Podcast brand & content strategy
- **Ruby's Inn (UT)** // PR, influencer marketing, traditional media (media placement, internet radio, TVE, sponsorships), direct mail, email automation, creative
- **San Juan County (UT)** // Rebrand, traditional media, PR, content, influencer marketing, proximity marketing, SEO, retargeting, social media advertising, creative, email automation, campaign creation, podcast
- **Sevier County (UT)** // Podcast
- **Stockton (CA)** // Podcast
- **Temple Square (UT)** // Social media management, campaign creation
- **Tuacahn Center for the Arts (UT)** // Traditional media (billboards, internet radio, media placement), creative, PR, social media advertising, PPC, display ads, social media management
- **Explore Utah Valley (UT)** // Creative, campaign creation, social media advertising, PPC, retargeting, display ads
- **Uintah County (UT)** // Creative, illustration, campaign creation, PR, content, SEO, SEM, retargeting, display ads, social media advertising, traditional media (TV, billboards), website
- **Wayne County (UT)** // Social media management, SEO
- **Yates County (NY)** // PPC, retargeting, display ads, creative

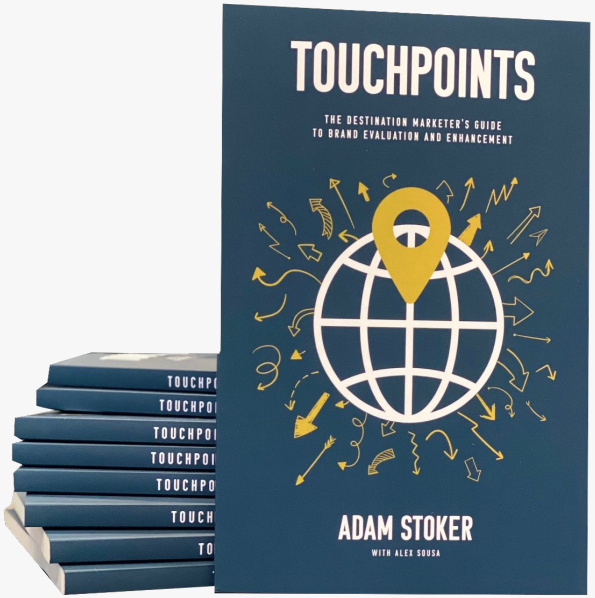
Touchpoints

A GUIDE FOR DESTINATION MARKETERS

With extensive knowledge and experience in the tourism industry, Relic president and CEO Adam Stoker wrote “Touchpoints: The Destination Marketer’s Guide to Brand Evaluation and Enhancement” in 2020 to help destinations of all sizes with their marketing strategies.

Deep-diving into foundational elements and titular marketing touchpoints, the book serves as a guide to evaluating and creating a plan of action to improve each element of a destination’s brand. Touchpoints gives both experienced destination marketers and new professionals the tools to gain a holistic view of their destinations’ brands and a clear plan of action to improve.

Touchpoints is interactive with worksheets at the end of each chapter for destinations to evaluate and create plans of action moving forward.



Zartico

ONE OF RELIC'S KEY PARTNERS

In order to create an effective sustainable visitor strategy, access to accurate and insightful information is critical. We have partnered with Zartico— the industry leader in analytics, intelligence and insights—to provide that essential information.

Co-founder and President of Zartico, Darren Dunn, had this to say about Relic's experience with the platform:

"Zartico works with agencies all over the country. Some are easier to work with than others and each has a different level of understanding of not only our product but the tourism industry.

We share several clients with Relic and we've been able to develop a great partnership with them because of their industry knowledge, understanding of our product, and the quality of people in the organization with whom we have the opportunity to work.

I would recommend Relic to any destination looking to improve their marketing efforts, utilization of data, and brand as a whole. We've seen their success in the industry and value them as a trusted partner."

Bandwango

ONE OF RELIC'S KEY PARTNERS

When you're talking visitor distribution, one of the best tools in the industry is Bandwango. Relic has a strategic partnership with Bandwango. This unique software solution provides the ability to create unique and customized passes for visitors and locals to use.

By creating these passes, destinations are able to have better control over visitor distribution by incentivizing the visitor to go beyond just the most visited parts of the destination. This could be a dining pass, a scavenger hunt, a brew pub pass, along with many other applications. In Moab, a locals only pass providing value to the locals might be one of the key opportunities to enhance resident sentiment toward the tourism industry.

RELIC

03

Our Recommendations

Our Recommendations

BECOMING A COMMUNITY SHARED VALUE

We believe the key to striking a balance between residents and visitors in Grand County is making tourism a community shared value (CSV). When tourism is considered a CSV, residents understand and support the benefits tourism provides to the community. We recommend that Grand County focus on making tourism a CSV in the county.

We have provided further information on this topic in a later section of this proposal, but the recommendations included below will work toward the goal of positioning tourism in Grand County as a CSV.

Our Recommendations

VISITOR DISTRIBUTION

On the issue of sustainable tourism, we have found in many cases that it's not a matter of volume of visitors, but more a matter of distribution. While developing your brand strategy, our team will explore tactics that work to distribute visitors across the attractions Grand County has to offer. Instead of simply promoting a few popular locations around town, we will work to decentralize the tourist experience and convey to your audience the full wealth of experiences that Grand County has to offer.

Ways to achieve this include leveraging industry partnerships, working with members of the community and—perhaps most importantly—ensuring that the brand strategy synergizes with distribution efforts and addresses "quadruple bottom line" of sociocultural, economic, environmental and climate change factors.

Potential partner tactics, for instance, could entail working with companies such as Bandwango or Zartico to encourage visitors to explore lesser-known destinations and, subsequently measure the effectiveness of our efforts and ensure no single location becomes overwhelmed with visitors.

Our Recommendations

INTENTIONAL RESIDENT/STAKEHOLDER COMMUNICATION

In addition to crafting sustainability-focused messaging targeted to potential visitors, it's just as important to create messaging geared toward local residents and community stakeholders that work to educate them on important issues pertaining to tourism in Grand County.

A frequent and deliberate community-focused communication strategy is an integral part of making locals feel involved in the decision-making process. It's also critical to educate residents on the benefits tourism brings to the county—changing minds that, instead of viewing visitors as "the enemy," they are instead a vital component of a healthy local economy. This communication strategy must also work to foster a sense of stewardship of the destination, improving the resident and visitor experience alike.

One possible tactic the EDD could employ to facilitate intentional communication is the production of a destination-centric podcast that focuses on these issues. Relic is known across the industry as pioneers of destination podcasts, and we feel as though this could be an excellent method to reach visitors and residents.

Our Recommendations

IN-MARKET MESSAGING

Instead of using the EDD's media budget to attract visitors to Grand County, we recommend that a majority of that budget be allocated to in-market messaging that encourages responsible recreation and educates visitors and residents on core tenets of sustainable tourism.

It's also important that each piece of Grand County's marketing efforts is in alignment with this strategy. For instance, sizable portions of discovermoab.com are designed with the intention of attracting visitors and driving bookings. For a destination like Grand County that is seeking to mitigate an influx of unsustainable visitors, it is imperative that the website (and each additional marketing channel) focus more on messages of education and sustainability instead of working to drive even more visitors to the destination.

Our Recommendations

VISUAL IDENTITY

Having a strong visual identity is key for brand recognition and understanding. After reviewing your current visual identity, we have identified some opportunities where the visual identity could be more engaging, consistent and more in tune with the message of sustainability.

The current visual systems employed by Discover Moab and the EDD are outdated and don't reflect the beauty and natural splendor of Grand County. It also seems as though many elements were "cobbled together," contributing to an overall lack of visual clarity and focus.

Developing a contemporary and compelling visual identity would go a long way to improving the perception of Grand County as a destination leading the charge of sustainability and responsible recreation.

Our Recommendations

PERSONA-SPECIFIC MESSAGE MAPPING

Another part of a sustainable destination brand strategy is the development of persona-specific messages that address key issues and concerns for each different group.

An effective destination brand strategy is hardly a one-size-fits-all approach, especially when geared toward in-market messaging and a robust resident/stakeholder communication plan. Relic will work with your team to develop messages that map to each persona group.

For a simple example, consider the messaging matrix on the right:

PERSONA GROUP	SAMPLE MESSAGE PILLAR
Grand County Locals	How tourism works to improve quality of life
Grand County Business Stakeholders	How tourism works to improve business opportunities
Grand County Visitors	How to navigate the destination in a sustainable and responsible manner

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04

Becoming a Community Shared Value

STRATEGY FOUNDATIONS

The Problem

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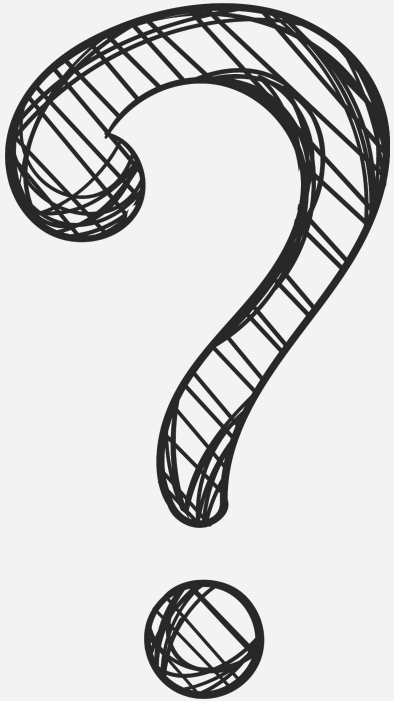

STRATEGY FOUNDATIONS

Why is this a problem?

Residents, stakeholders, and political leaders undervalue the DMO's impact on the community.

- 90% of budget is spent on 35% of the available economic impact
- The "heads in beds" misconception

STRATEGY FOUNDATIONS

The Solution

Community values are the non-negotiable core principles or standards that the community's residents wish to maintain.

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STRATEGY FOUNDATIONS

The Radical New DMO

Tourism needs to become a Community Shared Value.

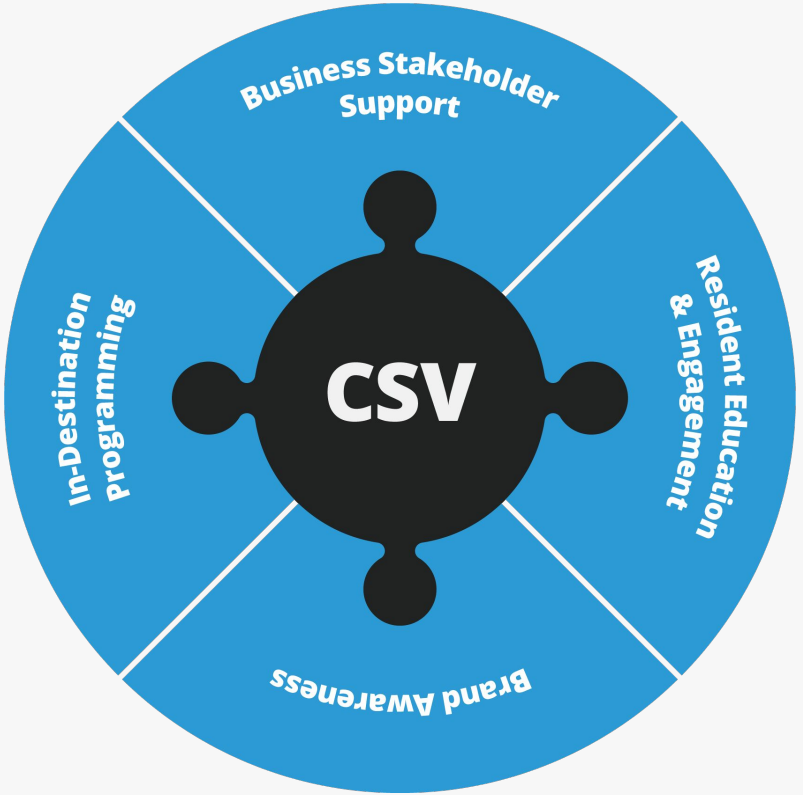
RELIC

DMO'S RESPONSIBILITIES

Becoming a Community Shared Value

A DMO has four core responsibilities they must meet in order to become a CSV:

A. Business Stakeholder Support
B. Resident Education & Engagement
C. Brand Awareness
D. In-destination Programming



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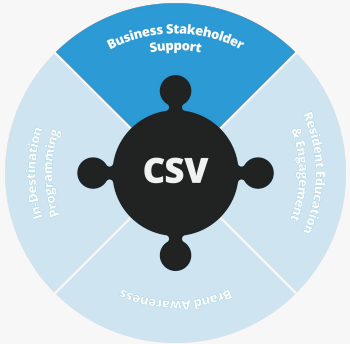
DMO'S RESPONSIBILITIES

Business Stakeholder Support

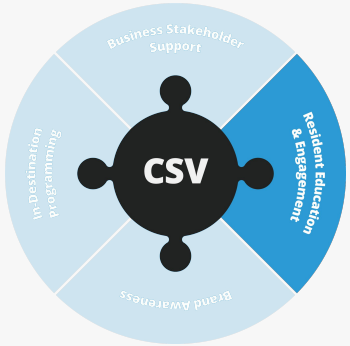


- **Provide measurable support** to stakeholders and communicate the DMO's value
- **Educate stakeholders** on their position in destination marketing funnels
- **Eliminate cannibalizing** marketing channels with stakeholders
- **Remove barriers** to purchase
- **Content**
- **Visitor distribution**

RELIC

DMO'S RESPONSIBILITIES

Resident Education & Engagement

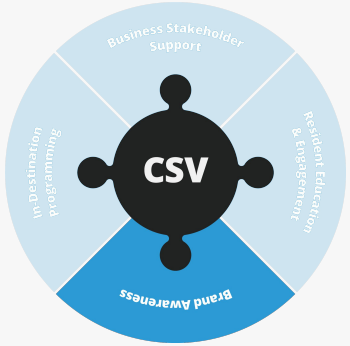


- **Educate on value of tourism** for residents
- **Make residents aware of experiences** within their destination
- **Demonstrate tourism working**
- **Public relations**

RELIC

DMO'S RESPONSIBILITIES

Brand Awareness



- **Clearly communicate brand** to both residents and visitors through:
  - Storytelling
  - Advertising
  - Unified visual identity
- **Clearly understand personas**
  - Resident personas + visitor personas
- Understand and manage **all brand touchpoints**

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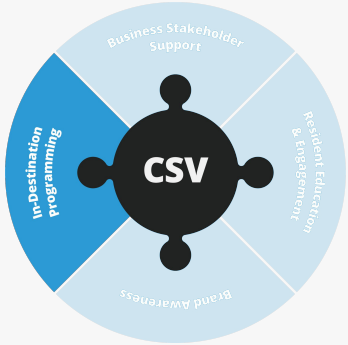
DMO'S RESPONSIBILITIES

In-destination Programming



- Visitor Distribution
- Passes
- Events
- Destination Improvement Initiatives
- Destination App

RELIC

Helping DMOs Become a Community Shared Value

To achieve this goal we will:

- **Build** your marketing funnels
- **Identify** in-destination programming opportunities
- **Create** a strong DMO brand that both residents and visitors can understand
- **Propose** tactics for promoting your brand to stakeholders and potential visitors
- **Execute** on the plan once approved

RELIC

RELIC

05

Added Value

Destination Marketing Podcast

CONNECTING THE INDUSTRY

Relic President & CEO Adam Stoker sits down with guests from across the industry to hear their insights and share their knowledge.

The Destination Marketing Podcast is built for tourism marketers across the country who are overworked and understaffed. The goal of the podcast is to help these people prioritize the activities that are proven to be most effective in marketing a destination and stay up to date on the latest technologies and trends in the industry. Being able to interview CEOs and directors of destinations around the country each week has also enabled the Relic team to stay current with the latest industry trends and news.

The Destination Marketing Podcast can be found on Apple Podcasts, Google Play and other major podcast apps.

.

THE
DESTINATION MARKETING
PODCAST NETWORK

The Destination Marketing Podcast Network is a platform for Relic's clients to promote their destinations through audio-based marketing.

Hosting a podcast is an innovative way for destinations to reach and inform consumers. However, most destinations lack bandwidth, expertise, space or equipment necessary to start a podcast. This is why Relic has created the Destination Marketing Podcast Network (DMPN), to assist destinations in creating their own turnkey podcast.

As of January 2022, there are 7 "by DMO" podcasts and 5 "for DMO" podcasts in the network, with a combined total of nearly 90,000 listens.

As an added value, we would love to help Grand County create a destination specific podcast.

The DMPN is a podcast network *for* DMOs and *by* DMOs.

Stakeholder Subsidy Program

ENGAGING THE COMMUNITY

Oftentimes the best partnerships are the ones in your own backyard. As such, we offer a Stakeholder Subsidy Program to build relationships with your community. Should you elect to engage with Relic in a full-service capacity, we'll provide a 25% discount on all agency offerings (excluding media fees) to those stakeholder businesses you work with as a DMO.

We want to be sure that the entire community has the resources they need to contribute to EDD's goals as a whole.

RELIC

06

Proven Performance

Destination Brand Strategy Case Study

DAVIS COUNTY TOURISM REBRAND

OVERVIEW

What do six amusement centers, nine ski resorts and over 500 miles of outdoor trails have in common? They are all found within Davis County, Utah, a destination where visitors are never bored. Relic completed a successful rebrand for Davis County in 2020, creating a new logo and tagline that showed off the exciting area. What was originally Davis County Tourism and Events became Discover Davis with a new tagline “Utah’s Amusement Capital.” The rebrand highlighted a myriad of ways for families to enjoy the entertainment and outdoors in Davis County.

Discover Davis resides north of Salt Lake City, Utah and is the perfect area for family fun. There is something for everyone between Lagoon Amusement Park, SeaQuest interactive aquarium and four other amusement centers. Davis also boasts Antelope Island State Park, the Great Salt Lake and nine ski resorts to explore. Relic aimed to boost tourism growth and market the area’s activities with the rebrand.

[Click to visit the Discover Davis website]

Destination Brand Strategy Case Study

DAVIS COUNTY TOURISM REBRAND

Before

After

Destination Brand Strategy Case Study

DAVIS COUNTY TOURISM REBRAND

ANALYSIS

Relic's rebrand captured the entertainment and outdoor adventures of Davis County. Using the RACE method, internal teams worked together to pinpoint the biggest attractions in the area. Relic then brainstormed a new logo and tagline that reflected those attractions.

Relic's new logo for Discover Davis is a perfect illustration of "Utah's Amusement Capital." The symbol is shaped like a D, for Davis, with the backbone curved to represent the gravity-defying Cannibal ride at Lagoon. Within the D lies the iconic Wasatch Mountain Range and gentle waves of the Great Salt Lake. The mountain and waves also represent the local Antelope Island State Park. Shooting stars illustrate the Hill Air Force Base planes rocketing above the mountains.

The new brand demonstrates the thrill of screaming on a roller coaster at Lagoon, roaming with the bison through Antelope Island State Park or dining at one of the many local eateries. Discover Davis allowed Davis County to share "Utah's Amusement Capital" with locals and visitors. This rebrand shows the importance of creating a strong message that reflects the unique nature of a destination.

WELCOME TO UTAH'S AMUSEMENT CAPITAL >

discover davis

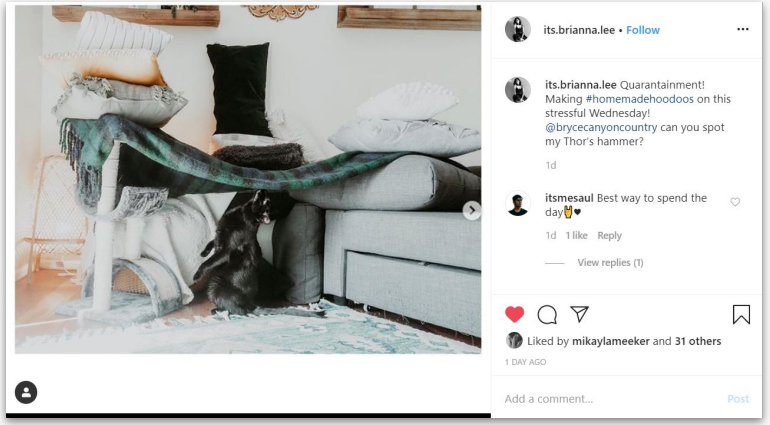
Campaign Development Case Study

BRYCE CANYON COUNTRY'S HOMEMADE HOODOOS

OVERVIEW

Bryce Canyon Country is known for its awe-inspiring rock spires called hoodoos that have enticed tourists from all over the world. In March 2020, Relic helped Bryce Canyon Country bring its iconic national park, along with positivity and hope, into homes all over the country. Relic created the hashtag #HomemadeHoodoos for Bryce Canyon Country to bring quarantined individuals and families together, digitally uniting communities during a difficult time.

Families created their own hoodoos out of items they found in their homes and posted them on social media. #HomemadeHoodoos not only created an educational teaching experience for children but also made a fun, creative experience for those looking for something to do at home. Hoodoos were made with blankets, pillows and couch cushions, sidewalk chalk, drawings and more!



Campaign Development Case Study

BRYCE CANYON COUNTRY'S HOMEMADE HOODOOS

RESULTS

The results from both the organic social media and paid social ad campaigns proved extremely successful. On Instagram, Bryce Canyon Country saw a **248% organic increase in impressions, a 54.1% organic increase in engagement and a 1,467% organic increase in profile actions.** On March 19th alone, the Bryce Canyon Country page gained 33 followers. The reminder post to create #HomemadeHoodoos posted on March 25th was the post with the most engagement for the month. The campaign also performed well on Facebook. The Bryce Canyon Country page saw a **124% increase in impressions** for a grand total of 973,779 impressions. **Engagement increased by 28.3% and post link clicks increased by 56.5%.** The #HomemadeHoodoos blog post on the Bryce Canyon Country website received over 13,000 page views.

Additionally, the paid social media ads increased direct traffic to the Bryce Canyon Country website by **288% in a single day**. Direct traffic remained high in the following week. This impressive jump in numbers in one day shows the potential for social ads to affect off-social behavior. The message, urging visitors to plan a trip when it was safe in the future, was timely and showed Relic's ability to pivot in times of crisis.

Strategy & Creative Case Study

VISIT LAREDO REBRAND

OVERVIEW

Relic completed a successful rebrand for Visit Laredo in Laredo, Texas. Relic initially met the Visit Laredo team in 2019 at the Texas Association of Convention and Visitor Bureaus Conference. Following this introduction, Relic became Laredo's agency of record. The first project was tackling a rebrand and accompanying campaign. Relic wanted the branding to transition from a Texas cowboy feel to better encompass Laredo's diverse heritage.

Production & Creative Case Study

VISIT LAREDO REBRAND

RESULTS

Laredo, Texas is a dynamic destination with a strong community and multicultural pride. The town offers unique experiences and history going back to 1755. Visitors enjoy Laredo's vibrant culture as they shop, dine and enjoy nature. Relic wanted to highlight the diversity and help Laredo stand out as its own destination in Texas. Relic created a new logo for Laredo, an aloe vera leaf. The logo represents Laredo's spirit of resilience, like an aloe vera plant in the desert. Its seven individual leaves represent the seven flags Laredo flies each day. The leaves' northward angle symbolizes the life Laredo gives to the U.S. as. one of the largest ports in the country.

Relic also created a new tagline that builds on Laredo's brand pillars: "Unity. History. Cultura." The tagline is a mix of English and Spanish, emphasizing Laredo's bi-cultural heritage. The campaign reflects harmonious trade between the U.S. and Mexico. Laredo holds a celebration each year with neighboring Mexico where children from both countries share an "abrazo", or embrace.

Before

After

Production & Creative Case Study

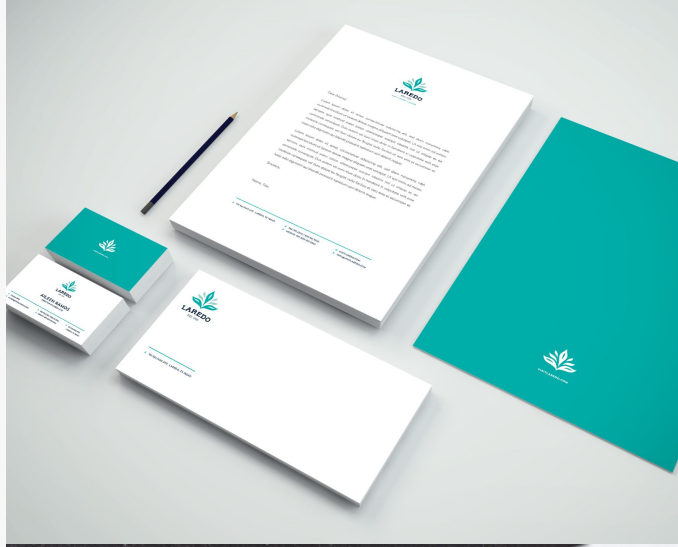
VISIT LAREDO REBRAND

ANALYSIS

Relic was able to tie together the unity, history and culture of Laredo through a rebrand. Relic used the RACE method to determine the most unique aspects of Laredo's bi-cultural heritage. Members of the Relic team visited Laredo, spending time learning and experiencing the city's history and culture. Relic then designed assets that reflected those characteristics. Before the campaign, Laredo's brand did not set it apart from the rest of Texas nor did it fully encapsulate everything Laredo represents. Relic pinpointed the gaps and worked across several teams to create assets. This campaign shows the importance and effectiveness of strong branding for destinations.

Creative Campaign

Laredo
TEXAS
Carla Baker
Age: 38
Nationality: White U.S. Citizen
Household Income: $70,000
Home town: Los Angeles
Children: 2
Carla and her family are one of the 400,000 people to travel to Texas for Washington's Birthday Celebration event every year. Although she is worried about the border situation, she continues to come because she loves celebrating cultures, learning about the history of the area and shopping. She claims that Laredo is one of the best places in Texas to find Mexican-inspired dishes. She loves taking her family there to experience Mexico without actually crossing the border. As a family, they love the outdoors. They come to Texas for festivals, events, outdoor activities and museums.
MARKETING NEEDS
• Use of photography and video
• Focus on benefits and the "why" of purchase/travel
• Focus on the experiences
• Support a worthy cause
FRUSTRATIONS
• Worried about the safety of the border
• Understanding Spanish speakers
• Extreme summer heat
MARKETING TACTICS
• Website
• Social media: Facebook, Instagram, Pinterest
• Email automation
• Digital media marketing
• Word-of-mouth
Laredo
Isabella Garcia
Age: 34
Nationality: Hispanic U.S. Citizen
Household Income: $45,000
Home town: Texas
Children: 2
Isabella and her husband live in their own home in Texas as they begin to grow their family. Family is important to her and she loves passing on cultural traditions to her child as her mother did to her, which includes raising her children in a bilingual home. The family loves cooking and eating at local eateries and they also enjoy street life – going out at night to experience local cuisine and culture. She takes her family to Laredo to experience the history and culture of the area, which can include attending mass at the San Agustin Cathedral. They'll take time to shop, eat and see the Gateway to the Americas International Bridge. They'll also plan their trips to attend larger events, like festivals, concerts and sporting events.
MARKETING NEEDS
• Use of high-quality photography and video
• Focus on the experience
• Focus on cultural activities and events
FRUSTRATIONS
• Stability financially
• Immense political tension in the area
• Concerned about safety in the community
MARKETING TACTICS
• Website
• Social media: Facebook, Instagram, Pinterest
• Email marketing automation
• Event marketing
• Digital media marketing
Laredo
Robert and Linda Davis
Age: 74
Nationality: White U.S. Citizens
Household Income: $64,500
Home town: Winter Texan Retirees
After being retired for almost ten years, Robert and Linda love coming to their second home in Texas during the winter and have been making the seasonal trip for many years now. They come for the climate as well as the cost of living, the friendliness of people and the social activities they can enjoy while they are there. Often, they will visit Mexico and explore surrounding areas as well. The Davis family stays in Texas for about 90-180 days each year. Their favorite things to do in Texas are exploring the historical and cultural sites, as well as participating actively in the birding community.
MARKETING NEEDS
• Emphasize cultural, historical and culinary interests
• Use relatable language
• Make things easy for them
FRUSTRATIONS
• Worried about the safety of the border
• Understanding Spanish/Spanglish
• Extreme summer heat
• Consistent maintenance and logistics of owning two homes
MARKETING TACTICS
• Multi-channel marketing
• Print marketing (i.e. direct mail in winter months)
• Website
• Email automation
• Social media: Facebook
Laredo


LAREDO
AUSTIN BURNET
LAREDO

THE PLACE TO BE
TOGETHER
Juntos
HERE WE RISE
TOGETHER
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Production & Creative Case Study

MADERA COUNTY ILLUSTRATIONS

OVERVIEW

In this exciting campaign, Relic created a fantastical cast of characters for Visit Yosemite Madera County. The client wanted to show unique locations in Madera to set them apart from other Yosemite gateways. Relic's talented team of creatives illustrated iconic scenes within the destination and created a series of animal characters. These animated animals created an emotional connection with potential visitors, particularly younger audiences.

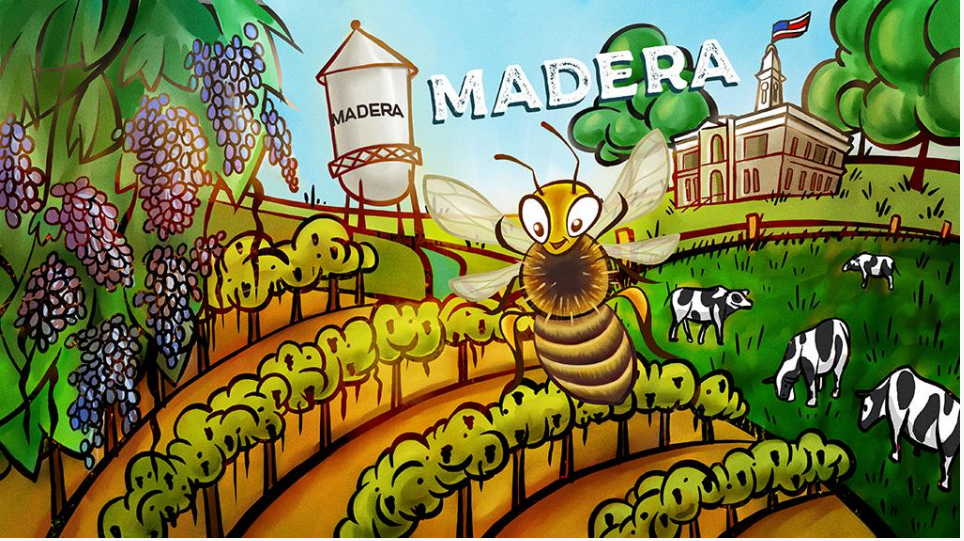
Production & Creative Case Study

MADERA COUNTY ILLUSTRATIONS

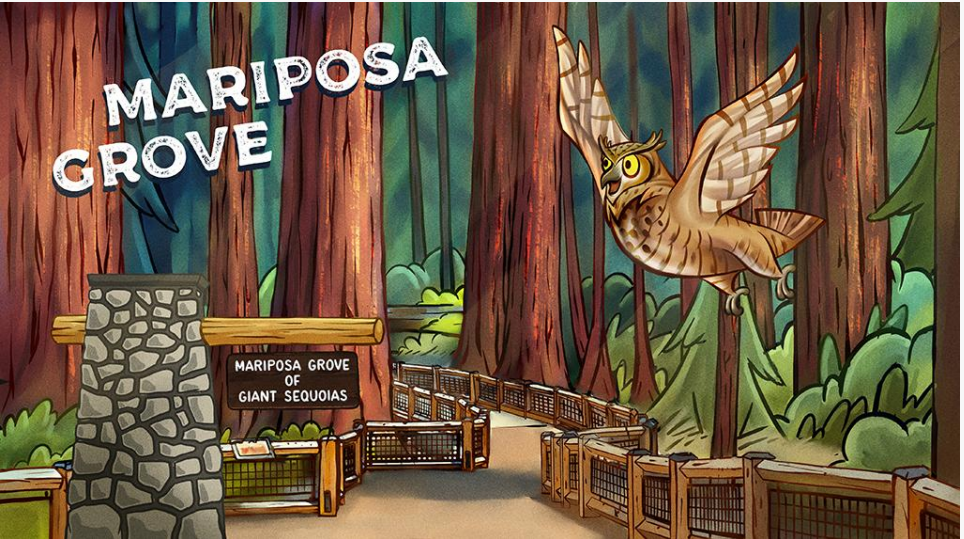
ANALYSIS

Relic's creative team designed all the assets and services for this campaign. They researched, illustrated, animated, designed, voice acted and wrote all content. Part of the creative team's research included looking at the destination's competitors. Many of the competitors' marketing strategies were difficult to differentiate from one another. Relic wanted to create a unique personality for Madera County that would stand out from other entrances to Yosemite. The team researched Disney and other animation companies to see how they built relationships with viewers. They found through interacting with characters at home, children gained the desire to meet them in a physical location.

Using this research, Relic used animation and illustration to stand out in a saturated market. Visit Madera County's characters have become a wonderful and unique identifier in the area. Through creativity and animation, the destination's brand stands out from competitors.


MADERA
MADERA

TUNNEL VIEW


MARIPOSA GROVE
MARIPOSA GROVE OF GIANT SEQUOIAS

YGAC
Yosemite Gateway Art Center
ART IN OAKHURST

RELIC

07

Budget

Estimated Budget

WORKING TOGETHER

After reviewing your RFP and considering the goals of the EDD, we have elected to not provide a proposed allocation of Grand County's media budget. We have intentionally omitted these recommendations because the development of a destination brand strategy *first and foremost* will inform the media plan—suggesting a media plan at this stage would be inaccurate and, frankly, irresponsible without a firm strategy in place.

In addition to media spend recommendations, the strategy will also ultimately determine any agency fees and proposed retainers for account management, creative support, copywriting, website maintenance, social media management and any other area Grand County needs support. By collaborating with your team, we will work to build a budget that works for all parties involved and accomplishes the goals established by the EDD.

That being said, we are able to provide the following guidelines for a proposed budget as a starting point:

- Destination Brand Strategy Retainer (Year 1): $6,250/month
- Destination Messaging Retainer (Year 2): $3,000/month
- Digital Media Commission: 20%
- Traditional Media Commission: 15%
- Blended Hourly Rate: $150/hr used to calculate additional retainers mentioned above

Conclusion

THANK YOU

Once again, we appreciate your consideration of Relic.

We are confident that the skills, experience and culture of our team would be an excellent match for Grand County. We're excited to cultivate our partnership and achieve some incredible results.

Should any questions or concerns arise, please don't hesitate to reach out. More information can be found on our website, relicagency.com.

Let's get started!

RELIC

05

Thank you.

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING JUNE 21, 2022	
TITLE:	Approving Letter of Support for the Economic Development Department's Utah Office of Tourism Cooperative Marketing Program Round 2022 Application and Grant Match
FISCAL IMPACT:	$300,000 (90% towards air travel marketing and 10% media agency commission)
PRESENTER(S):	August Granath, Director, Economic Development Department

Prepared By:

AUGUST GRANATH
DIRECTOR,
GRAND COUNTY
ECONOMIC DEVELOPMENT

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Letter of Support for the Grand County Economic Development Department's (EDD) application and grant match for the Round 2022 Utah Office of Tourism Cooperative Marketing Program

BACKGROUND:

The EDD has put together an application for Round 2022 of the Utah Office of Tourism's Cooperative Marketing Program. The application includes a grant match of (TBD) that will go towards air travel and responsible recreation (subject to change). Of the total match, $250,000 will tentatively go towards marketing specifically to air travel. Specifically, it will go towards the expansion of air travel marketing to advertise flights from Chicago (subject change) on SkyWest United. Marketing will also be expanded to promote SkyWest Delta direct flights from Denver (subject to change) to Canyonlands Regional Airport. The second marketing opportunity will focus on responsible recreation advertising on Utah.com (subject to change). The marketing will emphasize education for visitors around recreating with respect, staying on trails, and sustainable tourism. By increasing air travel, Grand County will generate more TRT and sales tax revenue

Attachments:

- 6.21.22 – Round 2022 Co-op Grant LOS GC.docx

GRAND COUNTY COMMISSION
Jacques Hadler (Chair) · Mary McGann (Vice-Chair)
Evan Clapper · Jacques Hadler · Trish Hedin
Sarah Stock · Kevin Walker

June 21, 2022

Utah Office of Tourism
300 N State St.
Salt Lake City, UT 84114

Dear Utah Cooperative Marketing Program Committee,

Please accept this letter of support for the Grand County Economic Development Department's (EDD) Utah Cooperative Marketing Program (Co-op) grant application on behalf of the Grand County Commission.

The EDD is requesting funding to pursue air travel and responsible recreation marketing opportunities. The first, expanding air travel marketing to advertise flights from Chicago on SkyWest United. Marketing will also be expanded to promote SkyWest Delta direct flights from Denver to Canyonlands Regional Airport. The second marketing opportunity will focus on responsible recreation advertising on Utah.com. The marketing will emphasize education for visitors around recreating with respect, staying on trails, and sustainable tourism.

The Grand County Commission fully supports the EDD's grant application.

Sincerely,

Jacques Hadler
Chair, Grand County Commission

DRAFT

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JUNE 21, 2022

Agenda Item:

TITLE:	REPEALING RESOLUTION 3146 (2018) AND APPROVING THE RESPECT OUR NEIGHBORS' RIGHTS AND THE RULE OF LAW REGARDING USE OF FIREWORKS ON AND AROUND THE 4TH OF JULY CELEBRATION
FISCAL IMPACT:	
PRESENTER(S):	Mallory Nassau

Prepared By:

Mallory Nassau
Commission Administrator

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to adopt the Resolution repealing and replacing Resolution No. 3146 to Respect our Neighbors' Rights and the Rule of Law Regarding the Use of Legal Fireworks**.**

BACKGROUND:

On June 19, 2018 the County Council approved Resolution 3146 Respect Our Neighbors Regarding Fireworks. Historically, the Commission reaffirms Resolution 3146 ahead of the Fourth of July.

In 2019, 2020, and 2021 the Commission approved the reaffirmation of Resolution 3146. The Resolution before you has been updated to reflect local drought conditions and highlight the importance of citizens leaving fireworks to professionals.

ATTACHMENT(S):

- **DRAFT RESOLUTION**
- **RESOLUTION 3146 (2018)**

GRAND COUNTY, UTAH
RESOLUTION NO._____ (2022)

REPEALING RESOLUTION 3146 (2018) AND APPROVING THE RESPECT OUR NEIGHBORS' RIGHTS AND THE RULE OF LAW REGARDING USE OF FIREWORKS ON AND AROUND THE 4TH OF JULY CELEBRATION

WHEREAS, current and forecasted prolonged drought, coupled with extremely dry vegetation throughout southeastern Utah, have created hazardous fire conditions demanding extreme caution;

WHEREAS, Bureau of Land Management, United States Forest Service, National Park Service, State of Utah, and unincorporated private lands in Grand County and surrounding counties are under fire restrictions with prohibited acts of discharging or using any kind of fireworks or other pyrotechnic devices including exploding targets;

WHEREAS, the 4th of July celebrates the founding of America, a nation bound by the rule of law and respect for society;

WHEREAS, in past years illegal fireworks have been discharged without respect to laws and without regard for other citizens' rights, safety, and welfare;

WHEREAS, ignited fireworks are known to be a cause of wildfire;

WHEREAS, the County and State continue to experience hazardous environmental conditions in the form of an extreme drought;

WHEREAS, due to the drought and low water supply the risk of fire is substantial and the destruction caused by a fire could also be substantial;

WHEREAS, recent fire events show the devastating result to Grand County citizens of fire hazard;

WHEREAS, minimizing the threat of wildfire in Grand County is critical to maintaining public health, safety, welfare and economic well-being for Grand County citizens;

WHEREAS, Grand County sponsors a public fireworks show to celebrate the Fourth of July and encourages the public to leave fireworks to the professionals;

WHEREAS, the County works in unison with the Fire Department and the Sheriff’s Office to plan the fireworks show to ensure safety measures are in place;

DRAFT

WHEREAS, the Commission encourages the Sheriff and the County Attorney to cite and fine violators; and

WHEREAS, the Commission finds it is in the best interest of the County and the general health, safety, and welfare of the public that this Resolution be passed;

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby respectfully implore the citizens to respect our neighbors' rights and the rule of law, regarding discharging, or using any kind of fireworks on public or unincorporated private lands, or use of legal or illegal fireworks on and around the 4th of July celebration.

ADOPTED by the Grand County Commission in open session of a public meeting this 21st day of June 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission

_____
Jacques Hadler, Chair

ATTEST:

_____
Gabriel Woytek, Clerk/Auditor

DRAFT

RESOLUTION NO. 3146

RESOLUTION TO RESPECT OUR NEIGHBORS' RIGHTS AND THE RULE OF LAW REGARDING USE OF FIREWORKS ON AND AROUND THE 4TH OF JULY CELEBRATION

WHEREAS, current and forecasted prolonged drought, coupled with extremely dry vegetation throughout southeastern Utah, have created hazardous fire conditions demanding extreme caution; and

WHEREAS, as a result, on June 15, 2018, all Bureau of Land Management, United States Forest Service, National Park Service, State of Utah, and **unincorporated private lands** in Grand County and surrounding counties are under fire restrictions, increased from May 25, 2018, with **prohibited acts of discharging or using any kind of fireworks or other pyrotechnic devices including exploding targets**; and

WHEREAS, ignited fireworks are known to be a cause of wildfire; and

WHEREAS, minimizing the threat of wildfire in Grand County is critical to maintaining public health, safety, welfare and economic well-being for Grand County citizens; and

WHEREAS, recent fire events show the devastating result to Grand County citizens of fire hazard; and

WHEREAS, the 4th of July celebrates the founding of America, a nation bound by the rule of law; and

WHEREAS, in past years illegal fireworks have been discharged without respect to laws and with disregard to other citizens' rights, safety, and welfare; and

WHEREAS, Moab City adopted Resolution No. 2018-13 on June 12, 2018 imposing a temporary ban on the discharge of fireworks within the City.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby respectfully implore the citizens to respect our neighbors' rights and the rule of law, including discharging, or using any kind of fireworks on public or unincorporated private lands, regarding use of legal fireworks on and around the 4th of July celebration.

APPROVED by the Grand County Council in open session this 19th day of June 2018, by the following vote:

Those voting aye: Halliday, Hawks, McGann, Paxman, Trim, Wells
Those voting nay _____
Those absent: Clapper

ATTEST:

Diana Carroll, Clerk/Auditor

Grand County Council

Mary McGann, Chair

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STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 9 To CONTRACT # 160221

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

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2015	(Original starting date)
6/30/2022	(Current ending date)
6/30/2022	**new ending date**

2. **Contract amount:**

$696,034.26	(Current contract amount)
$ 20,000.00	(Amendment amount)
$ 716,034.26	**new contract amount** add current amount to amendment amount

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

Updated Contact Person - Brooke DeGraw, 435-210-1037, bdegraw@grandcountyutah.net.

4. **Effective Date of Amendment**: June 21, 2022

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

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

CONTRACTOR

6/7/2022

Contractor's signature Date

Commission Chair

Type or Print Name and Title

STATE

Agency's signature Date

NA, Contractor is Gov't Entity

Director, Division of Purchasing Date

Tracey Tabet Agency Contact Person	801 281-1202 Telephone Number	Fax Number	ttabet@agutah.gov Email

(Revision 04 October 2018)

DocuSign Envelope ID: BFCEBCAE-4F14-484A-9EF0-EC0B40008A1A

Grand County
One-time funding request

Description	Category*	Amount
Additional funding for Director's personnel and benefits	P/F	$20,000.00
		$20,000.00 TOTAL

**For the Category column, please use one of the following: Personnel/Benefits, In-state Travel, Space/Utilities, Communication, Equipment Furniture, Supplies, Misc. Conference/Traning or Professional Fees/Contract Svcs.*

DocuSign Envelope ID: 9308C434-E8B9-4EBF-9886-5C928D85E3C0

William R. Hulse
Floodplain Administrator
(O) 435-259-4134
(C) 435-260-1496
bhulse@grandcountyutah.net

Bill Jackson
Road Supervisor
(O) 435-259-5308
(C) 435-260-2204
bjackson@grandcountyutah.net

125 E Center St Moab, UT 84532

June 14, 2022

Emily Fife, State Conservationist
USDA/Natural Resources Conservation Sources
Wallace F Bennett Federal Building
25 S State St, Room 4010
Salt Lake City, UT 84138-1100

Re: Request for Extension of Agreement #NR228D43XXXXC007

Dear Ms. Fife,

In June of 2021, Grand County experienced a major wildfire, commonly known as the Pack Creek Fire that left a major burn scar on the Pack Creek watershed. This fire was followed by two monsoon storm events that brought large amounts of ash, mud and debris. Grand and San Juan Counties, as well as the City of Moab solicited assistance from the Natural Resources Conservation Service. Grand County was approved for work on five street crossings along Pack Creek.

Grand County hired our engineering firm and have 60-90% of the design work done. The County has, however, run into an issue between the FEMA model and the approved FIS; there is an unexplained discrepancy in the velocity in some of the cross-sections. Our engineer has requested clarification from the FEMA Map Center and has not yet received a response. Once the corrected model is received, our engineers can complete the design and permitting.

It is our intention to have all of the permitting and design approved by the first week in August 2022. This puts us into monsoon season and we are not comfortable starting construction in the channel at this time. We will try to complete some of the smaller projects, weather permitting, by the end of October. The Stocks Drive low-water crossing will most likely start in mid-September, after the monsoon season, with all projects projected to be completed by mid-December.

It is for these reasons that Grand County is requesting an 18 month extension until January 28, 2024.

Thank you for considering our request and please notify us of your decision.

Sincerely,

Jacques Hadler
Commission Chair

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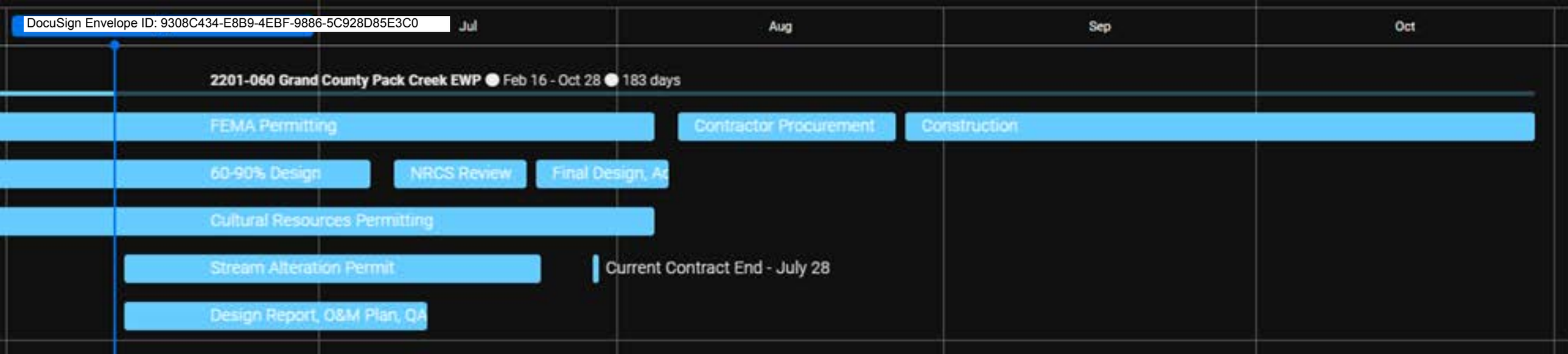

BUREAU OF LAND MANAGEMENT
Financial Assistance (Cooperative Agreements)

PROJECT PROPOSAL

(Suggested Format)

Instructions: A Project Proposal must be submitted with the Standard Form (SF) 424 Application for Federal Assistance, for all BLM Assistance Agreements. Complete each section below. Use additional sheets as needed.

Person Submitting Proposal:	Andrea Brand Date: 06/14/2022
Organization Name:	Grand County
FOA No.:	L19AS00009
FOA Title:	BLM Utah State-Wide Recreation and Visitor Services Program
Recipient Project Title:	Apprentice/Interns/ Grand County Sand Flats
Estimated Period of Performance:	September 1, 2021 – August 31, 2022
Proposed Project Location:	Sand Flats Recreation Area

STATEMENT OF NEED:

Purpose & Need:
This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Moab Field Office (BLM), and Grand County, for the purpose of supporting a joint effort to implement essential recreational facility management actions in Grand County, Utah.

Mission:
The Sand Flats Recreation Area partnership between the BLM Moab Field Office and Grand County, Utah has, through a cooperative management agreement, been in place since 1994. This partnership aspires to protect outstanding natural features of the Sand Flats area from the adverse impacts of recreational use, provide sustainable recreation opportunities in the area, maintain public access, and involve the public and others interested in the management of the Sand Flats area. The BLM and Grand County co- manage the area with Grand County providing day-to-day operational management, while the BLM provides resource management, and engineering and planning support. A steering committee, with representatives from BLM, Grand County, user groups, and outfitter businesses provides direction to Grand County regarding their responsibilities at Sand Flats.

Goals and Objectives:
The following objectives assist the BLM Moab Field Office in meeting current DOI Priorities.

1. *DOI Priority: Making investments to support the Administration's goal of creating millions of family-supporting and union jobs. This includes establishing a new Climate Conservation Corps Initiative to put a new generation of Americans to work conserving and restoring public lands and waters, increasing reforestation, increasing carbon sequestration in the agricultural sector, protecting biodiversity, improving access to recreation, and addressing the changing climate.*

   This grant supports Sand Flats' staff positions that improve access to outdoor recreation on public lands in Grand County. The project will improve access to recreation and conserving and restoring public lands in the following ways:

Increase and enhance access to public lands:
Sand Flats provides information about recreation opportunities in the recreation area through a staffed entrance station and daily front and backcountry patrols by Sand Flats personnel, which increases the accessibility and safety of these areas to the public. Sand Flats also creates and maintains on-the-ground trailhead kiosks and wayfinding signage that directs users to trailheads and within trail networks. Sand Flats works to create and update maps and trail descriptions on websites and in printed brochures.

Increase and enhance recreation opportunities & improve both motorized and non-motorized trails:
Implementation of projects by Sand Flats is designed to provide recreational opportunities for both residents of Grand County and visitors and reduce the adverse environmental impacts of large-scale recreational use. Sand Flats staff maintain trails appropriate for specific user groups. This helps the BLM to fulfill objectives described in the Moab BLM Office's 2008 Resource Management Plan.

Improve inventory, assessment, and planning on public lands:
Sand Flats, in collaboration with the Sand Flats Stewardship Committee, assess public input and comments and assists the BLM with planning to implement Moab BLM Office's 2008 Resource Management Plan. Sand Flats personnel monitors trail conditions, inventories trail damage, and implements repair projects. Sand Flats staff also monitors campground conditions, inventories damage, and implements repair projects.

Improve management, administration, and monitoring on public lands:
Sand Flats has 2 full-time, year-round staff dedicated to management, administration and monitoring related to recreation in the Sand Flats Recreation Area. Another 2 full time positions are dedicated to maintenance and 4-6 seasonal staff assist with day to day fee collection, patrol and assist with maintenance of trails and campgrounds. Additional seasonal staff would increase these efforts.

Provide enriched visitor services, information, interpretation, and education:
Sand Flats employs 4 to 10 staff, depending on time of year, to educate users in campgrounds and at popular trails and trailheads about orientation, safety and minimum impact practices. Sand Flats works with the Grand County Travel Council to provide content for the website *discovermoab.com,* which provides information about recreation opportunities and "Leave No Trace" practices in the desert. Sand Flats also maintains its own webpage on the Grand County website. Sand Flats recently created a video, "5 Tips for an Awesome Moab Adventure," in partnership with the BLM and Grand County Travel Council shown on corresponding websites, the local TV channel and in 4x4 rental shops to help spread minimum impact, safety and trail courtesy messaging. Sand Flats also creates and maintains, subject to approval by the BLM, educational signage at trailhead kiosks and brochures that describes "Leave No Trace" principles and information about the fragile desert ecosystem.

Enhance community-supported partnerships in tourism and marketing:
Tourism is the primary economic driver of Grand County and the City of Moab, with close to 3 million visitors annually. Sand Flats assists with enhancing the recreational opportunities found on BLM land that many of these visitors come to experience. Implementation of projects by Sand Flats provides economic benefits to the community. Sand Flats also assists with mitigating environmental impact created by users on motorized and non-motorized trails and promotes "Leave No Trace" education in order to preserve both the natural resource and user experience. Please see mention of video above.

Protect visitor health and safety:
Sand Flats personnel staff an entrance station and provide orientation and safety information, maps and brochures daily during visitor season. Sand Flats personnel make daily patrols of Sand Flats front and backcountry trails and campgrounds. Sand Flats daily staff presence assists in the protection of visitor health and safety. Sand Flats develops and maintains wayfinding signage at every trail intersection within trail networks that include map signs with "You Are Here" markings. Such signs help to prevent users from becoming lost on trail networks. It also allows users to identify and describe their location in an emergency, which is beneficial to Search and Rescue operations.

2. *DOI Priority: Working to conserve at least 30% each of our lands and waters by the year 2030. We will work to protect biodiversity, slow extinction rates and help leverage natural climate solutions by conserving 30% of America's lands and waters by 2030. This relies on support for local, state, private, and Tribally-led nature conservation and restoration efforts that are underway across America.*

   This grant supports local efforts for conservation and restoration. Reporting, inventory, and maintenance of campgrounds and both motorized and non-motorized trail facilities, as well as educational programing and signage about responsible recreation practices, are essential for keeping outdoor recreation sustainable at the Sand Flats Recreation Area.

Executive Orders: This project also assists the BLM Moab Field Office in meeting the Biden/Harris Executive Order 14008: *Tackling the Climate Crisis at Home and Abroad:*

> EO 14008. Empowering Workers By Advancing Conservation, Agriculture, and Reforestation.
> Sec. 214. *Policy. "It is the policy of my Administration to put a new generation of Americans to work conserving our public lands and waters. The Federal Government must protect America's natural treasures, increase reforestation, improve access to recreation, and increase resilience to wildfires and storms..."*
>
> This project supports campgrounds and both motorized and non-motorized trail network improvements and maintenance projects that are essential for resource protection and maintaining sustainable recreation on public lands managed by the BLM Moab Field Office.

TECHNICAL APPROACH:

Expected Outcomes and Evaluation:

Grand County will benefit economically from recreational trails and other facilities in the Sand Flats area that will attract destination visitors to the area as well as providing exercise and skill building venues for residents.

The public as a whole will benefit through the availability of sustainable, trails and other facilities for recreational purposes. Maintenance of existing amenities will enhance BLM's ability to meet its recreation management objectives as outlined in the BLM's priorities for Recreation and Visitor Services. As stated above this will improve access to appropriate recreation opportunities on Department of the Interior Managed Lands and ensure a quality experience and enjoyment of natural and cultural resources on DOI managed lands.

Sand Flats receives visitor input, comments, and feedback daily and in person at the entrance station and while patrolling campgrounds and trails and also through office phone. Written comments are received through comment forms on back of fee collection envelopes and through county surveys. Sand Flats receives input, comments, and feedback from the BLM and from the public during Stewardship Committee meetings, which are held quarterly. Input and comments are used for planning and to help assess the effectiveness of projects.

Project Details:
Recruit and hire Recreation Technician Apprentices and/or Interns with desire to learn about recreation and natural resource management, and that have the attributes necessary to work outdoors to complete trail and other facility maintenance and restoration projects; and have the ability to learn about, and then inform the public about, proper recreational use of the area, and of the need to protect resources.

PROJECT MONITORING AND EVALUTION PLAN:

(Describe how you will measure project performance and assessment tools to be used)

Project Management Plan.

A. The recipient agrees to:

1. Manage the funds provided to implement the agreements from Grand County and BLM for maintenance, improvements, and enriched user services and education.

2. Provide BLM with an accounting of its financial actions under the agreement.

3. Coordinate with the Bureau of Land Management, Moab Field Office (BLM), on the following:

- Recruit and hire Recreation Technician Apprentices and/or Interns with desire to learn about recreation and natural resource management, and that have the attributes necessary to work outdoors to complete trail and other facility maintenance and restoration projects; and have the ability to learn about, and then inform the public about, proper recreational use of the area, and of the need to protect resources.
- Meetings to discuss apprentice/intern projects and timekeeping.

B. The BLM agrees to:

1. The BLM Sand Flats Recreation Area Oversight Committee representative will review and approve annual work plan and budgets for the area, and will coordinate matters relating to planning and natural resource management in the area.

2. The Sand Flats Recreation Area Committee, including BLM, will meet quarterly to review budget, work projects, apprentice program goals and progress, and resource issues and solutions.

3. Be responsible for assuring that projects are consistent with the current land use plan and all required NEPA and associated analyses and clearances are completed prior to actual project implementation.

4. Attend quarterly Sand Flats Recreation Area Oversight Committee meetings.

5. Provide Sand Flats with support for public land projects requiring maintenance or construction work. The BLM will participate in volunteer trail day projects on a time available basis and review completed work to determine if project objectives have been met.

TIMETABLE OR MILESTONES:
[Suggested table below]:

Milestone / Task / Activity	Start Date	Completion Date
Recruit/ Hire/ Manage Recreation Technician Apprentices/ Interns in performing facility maintenance and restoration projects and in providing visitor services including education on minimum impact practices.	September 1, 2019	August 31, 2022

DIRECT BENEFIT TO THE PUBLIC:

(Describe how this project will affect the public.)

Please see "Goals and Objectives" in the Statement of Need section above.

QUALIFICATIONS/PAST PERFORMANCE:

List key project personnel and responsibilities, along with their contact information.
Describe the time to be dedicated to the project, how their experience and qualifications are appropriate to the success of the project.

The project will be managed by Grand County/Sand Flats Director Andrea Brand and Grand County Clerk Auditor Gabriel Woytek. Andrea Brand has managed similar projects for a number of years in the past, as well as other agreements and grants from State and Federal agencies. Her position is structured so that she is able to spend the time necessary to provide oversight and to coordinate with Gabriel Woytek, who will manage accounting for the project, to insure project success. They will ensure that all reporting is completed as required.

Andrea Brand
Grand County/ Sand Flats Director
abrand@grandcountyutah.net
435-259-1386

Gabriel Woytek
Grand County Clerk Auditor
gwoytek@grandcountyutah.net
435-259-1321

List of previous federally funded Assistance Agreements (2014 – 2018):

Note: The non-profit organization Canyonlands Natural History Association (CNHA) previously managed the BLM Utah Challenge Cost Share Program grants for Grand County/ Sand Flats and Trail Mix. As of January 1, 2019 this changed. Sand Flats staff are the same individuals involved with the following Challenge Cost Share Agreements, applied to by CNHA in collaboration with Grand County/ Sand Flats.

BLM Utah Challenge Cost Share Program FY 2014: Challenge Cost Share Agreement between the Canyonlands Natural History Association, Grand County/Sand Flats and Trail Mix, and Bureau of Land Management

BLM Utah Challenge Cost Share Program FY 2015: Challenge Cost Share Agreement between the Canyonlands Natural History Association, Grand County/Sand Flats and Trail Mix, and Bureau of Land Management

BLM Utah Challenge Cost Share Program FY 2016: Challenge Cost Share Agreement between the Canyonlands Natural History Association, Grand County/Sand Flats and Trail Mix, and Bureau of Land Management

BLM Utah Challenge Cost Share Program FY 2017: Challenge Cost Share Agreement between the Canyonlands Natural History Association, Grand County/Sand Flats and Trail Mix, and Bureau of Land Management

BLM Utah Challenge Cost Share Program FY 2018: Challenge Cost Share Agreement between the Canyonlands Natural History Association, Grand County/Sand Flats and Trail Mix, and Bureau of Land Management

Stakeholder involvement:

As described in the "Statement of Need" section above, stakeholders attend quarterly Sand Flats Recreation Area Stewardship Committee meetings. These meetings are advertised and open to the public.

LEVERAGING OF RESOURCES (Cost is not normally evaluated. However, is reviewed during the merit review and will be used as a tiebreaker**).**

Demonstrate how you leverage funds or resources with other federal and/or non-federal sources of funds or resources to carry out the proposed project.

Sand Flats operates as an enterprise fund and is self-sustaining with most operating costs funded by user fees.

BUREAU OF LAND MANAGEMENT
Financial Assistance (Cooperative Agreements)

BUDGET DETAIL and NARRATIVE

(Suggested Format)

Instructions: Using the estimated amounts listed on your SF-424A Budget Information form, use this worksheet format to provide details of those estimated costs. In the Justification Boxes, explain the purpose of each cost and provide sufficient detail so costs can be analyzed for reasonableness.

Agreement or Funding Opportunity No.:	L19AS00009	Date:	6/14/2022
Organization Name:	Grand County		
Recipient Project Title:	Apprentice Grand County Sand Flats		

A) PERSONNEL COSTS (SF-424A Object Class Category 6a.)

Provide the name of the person in each position (if known), and provide both the annual (for Multiyear awards) and total: salary/amount each position is paid; the percent of time position contributes to this award; and the number of months the employee is paid. State if any positions are vacant at the time, and if so, anticipated hire date. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects. Recipient should ensure the cost of living increase is built into the budget and justified.

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs (2 CFR §200.413c). Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the approved budget or have the prior written approval of the Grants Officer; and (4) The costs are not also recovered as indirect costs.

Name & Title or Position Title	Salary or Wage	Months or Hours	Matching Funds (if applicable)	BLM Funds
Andrea Brand, Director	$42.76/Hr.	1080 Hrs.	$46,182.00	$2,000.00
Jason Turner, Operations Coordinator	$31.26/Hr.	400 Hrs.	$12,504.00	$2,000.00
Recreation Technician	$20.30/Hr.	1080 Hrs.	$21,924.00	$1,000.00
Apprentice	$17.54/Hr.	200 Hrs.	$3,508.00	$1,000.00
Apprentice	$17.54/Hr.	200 Hrs.	$3,508.00	$1,000.00
A) TOTAL PERSONNEL COSTS: (SF-424A Object Class Category 6a. Personnel)			**$87,624.00** (2021 – 2022	**$7,000** (2021 - 2022

Justification:

Director – Andrea Brand: This position directs the overall operation of the project; responsible for overseeing the implementation of project activities, coordination with other agencies, development of materials, provision of in-service and training, conducting meetings and coordinating with agencies, designs and directs the gathering, tabulating and interpreting of required data, responsible for overall program evaluation and for staff performance evaluation; and is the responsible authority for ensuring necessary reports/documentation are completed.

Operations Coordinator – Jason Turner: This position manages day-to-day operations of the project; responsible for project site plan and field staff supervision, coordinating labor and material needs, and

overall logistics.

Recreation Technician and Apprentices perform visitor services including working in the entrance station, front and backcountry patrols and trail and campground improvement and maintenance projects under the supervision of the Director and Operations Coordinator.

B) FRINGE BENEFIT COSTS (SF-424A Object Class Category 6b.)

Fringe benefits are usually applicable to direct salaries and wages. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits were applied. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated. The fringe rate should be proportional among the federal and non-federal share categories. If a fringe rate is greater than 35%, a description and breakdown of the benefits must be provided unless a negotiated indirect cost rate agreement (NICRA) has been provided. If fringe benefits are not computed by using a percent of salaries, provide a breakdown of how the computation is done. The applicant should not combine the fringe benefit costs with direct salaries and wages in the personnel category.

Name & Title/Position	**Salary/Wage Base** (BLM Amounts budgeted in Section A above)	**Fringe Benefit Rate (%)**	**Matching Funds** (if applicable)	**BLM Funds**
Andrea Brand, Director	$48,182.00	N/A. See below.	$26,765.00	$1,000.00
Thomas Jason Turner, Operations Coordinator	$14,504.00	N/A. See below.	$6,796.00	$1,000.00
Recreation Technician	$22,924.00	N/A. See below.	$1,321.00	$600.00
Apprentice	$4,508.00	N/A. See below.	$178.00	$200.00
Apprentice	$4,508.00	N/A. See below.	$178.00	$200.00
B) TOTAL FRINGE BENEFIT COSTS: (SF-424A Object Class Category 6b. Fringe Benefits)			**$35,238.00** (2021 - 2022)	**$3,000** (2021 - 2022)

Justification: The fringe benefit cost for full-time employees (Program Director and Operations Coordinator) and part-time employees (Rec Tech and Apprentice) are calculated below. Costs are not expected to increase significantly between years.

Position Title	Base Wage	URS %	URS Amount	Health Insurance Amount	Dental	Vision	Life	EAP	LTD	Workers Comp Rate	Workers Comp Amount	Payroll Taxes (FICA/Med)	Total Benefits
Director	48,182	18.47 %	8,899	13,613	741	96	95	67	216	1.71%	824	3,214	27,765
Operations Coordinator	14,504	18.47 %	2,679	3,514	139	22	95	67	65	1.71%	248	967	7,796
Recreation Technician	22,924	0.00 %	0	0	0	0	0	0	0	1.71%	392	1529	1921
Apprentice	4,508	0.00 %	0	0	0	0	0	0	0	1.71%	77	301	378
Apprentice	4,508	0.00 %	0	0	0	0	0	0	0	1.71%	77	301	378
												TOTAL	**38,238**

C) TRAVEL COSTS (SF-424A Object Class Category 6c.)

Domestic travel includes travel within and between the U.S., the commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, the U.S. Virgin Island, and the territories and possessions of the United States. Provide a narrative justification describing the travel staff will perform. List origin and destination, number of trips planned, who will be making the trip, purpose of travel and how it relates to the scope of work, and approximate dates. If mileage is to be paid, provide number of miles and the cost per mile. If travel is by air, show cost of airfare and proposed airline (if known). If per diem/lodging is to be paid, indicate number of days and the amount for each day's per diem and the number of nights and the amount for each night's lodging. Include any ground transportation when applicable. Total each trip planned.

Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels etc., should be itemized the same way as indicated above and placed in the "other" category. Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project.

If travel details are unknown, then the basis for proposed costs should be explained (i.e., historical information). Travel costs can be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two if applied consistently and results in reasonable charges. Travel support for dependents of key project personnel may be requested only when the travel is for a duration of six months or more either by inclusion in the approved budget or with the prior written approval of the Grants Officer (2 CFR §200.474(c)(2)).**http://www.gsa.gov/portal/content/104877.**

	Proposed Travel (Lodging & Per Diem)	**No. of People**	**No. of Days**	**Cost Per Person Per Day**	**Matching Funds** (if applicable)	**BLM Funds**
To: **From:**						
To: **From:**						
To: **From:**						
To: ***From:***	***Example:*** *Portland, OR* *Eugene, OR*	*1*	*2*	*$150.00/ Day*	*$100.00*	*$200.00*

SUB-TOTAL, MILEAGE REIMBURSEMENT - The cost of reimbursement for estimated mileage traveled in recipient vehicles for agreement activities. Give details and the purpose of the travel in the Narrative Box. Current Federal mileage reimbursement rates may be found online at: www.GSA.gov. **NOTE:** Mileage reimbursement rates include all vehicle costs, i.e. fuel, insurance, maintenance, etc.

	Proposed Travel (Mileage Reimbursement)	**No. of Miles**	**No. of Trips**	**Cost Per Mile**	**Matching Funds** (if applicable)	**BLM Funds**
To: **From:**						
To: **From:**						
To: **From:**						
To: ***From:***	***Example:*** *Portland, OR* *Eugene, OR*	*110 Miles*	*2*	*$0.10/ Mile*	*$0.00*	*$22.00*

SUB-TOTAL, OTHER TRAVEL COSTS - The costs of airfare, bus fare, car rental, etc., required for agreement activities. Explain the details and the purpose of the costs in the Narrative Box.

Proposed Other (Travel Reimbursement)	**Type**	**Cost**	**No.**	**Matching Funds** (if applicable)	**BLM Funds**

To: **From:**						
To: **From:**						
To: **From:**						
C) TOTAL TRAVEL COSTS: (SF-424A Object Class Category 6c. Travel)					**$0**	**$0**

Justification: EXAMPLE - The Project Coordinator and the Education Specialist will travel to [event location] to provide training at the "Sage Grouse Workshop" being held [date]. They will both travel from [origin] to [destination], and take ground transportation from the airport to the even/hotel.

D) EQUIPMENT COSTS (SF-424A Object Class Category 6d. Equipment)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. A recipient organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. For example, a state may classify their equipment at $1,000 with a useful life of a year. It is recommended that internal policies for equipment be provided in this section in order to avoid requests by BLM for closeout documents and delays during the closeout period.

General use of equipment (i.e., computers, faxes, etc.) must be used 100% for the proposed project if charged directly to the agreement. Maintenance fees for equipment should be shown in the "other" category.

Provide a lease versus purchase analysis. This must accompany every equipment request over $5,000 even if a lease vs purchase analysis cannot be completed, a statement is required to that effect. General-purpose equipment such as office equipment and furnishings, and information technology equipment and systems are typically not eligible for direct cost support (2 CFR §200.439).

Provide objective-related justification for all equipment items after the detailed budget. The source for determining the budget price for each unit of equipment should be included in the justification. Explain the need and purpose of the equipment in the Justification Box below.

Equipment	Quantity	Cost per Unit	Matching Funds (if applicable)	BLM Funds
Example: *John Deere Compact Tractor*	*1*	*$17,500.00*	*$7,500.00*	*$10,000.00*
D) TOTAL EQUIPMENT COSTS: (SF-424A Object Class Category 6d. Equipment)			**$0**	**$0**

Justification: EXAMPLE - Equipment costs of [$ amount] is requested for modified gill nets (1x$20,000), anchors (2x$6,000), floating and acoustic transmitters and receivers (4x$10,000). The gill nets will be used for [description]. The anchors are needed for [description]. The transmitters and receivers will be used for [description].

E) SUPPLY COSTS (SF-424A Object Class Category 6e. Supplies)

List by supply item. An explanation is necessary for supplies costing more than $5,000, or five percent of the award, whichever is greater. Show unit cost of each item, number needed, and total amount. Provide both the annual (for multiyear awards) and total for supplies. Provide justification of the supply items and relate them to specific program objectives. It is recommended that when training materials are kept on hand as a supply item, that it be included in the "supplies" category. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized and shown in the "other" category. If appropriate, general office supplies may be shown by an estimated amount per month multiplied by the number of months in the budget period.

Requirements for supplies, which exceed the thresholds: explain the type of supplies to be purchased, or nature of the expense in the budget narrative; provide a breakdown of supplies by quantity and cost per unit if known; and indicate basis for estimate of supplies, i.e., historical use on similar projects.

If your organization has a written policy for purchasing supplies, please submit a copy with your application. Explain the purpose of the costs in the Justification Box below.

Item	Quantity	Cost per Unit	Matching Funds (if applicable)	BLM Funds
Example: *Work Gloves, Leather*	*6*	*$10.00/Pair*	*$50.00*	*$10.00*
E) SUPPLY COST TOTAL: (SF-424A Object Class Category 6e. Supplies)			**$0**	**$0**

Justification: EXAMPLE - General office supplies will be used by staff to carry out daily activities of the program. Pamphlets will be kept in stock and distributed to schools as needed upon request. Supplies relate to (describe how pamphlets relate to objectives).

Sample Budget

SUPPLIES **Total $ _____**

General office supplies (pens, pencils, paper, etc.)
Lab supplies (developing chemicals, petri dishes, etc.)
12 months x $100/month = [amount]
2,000 pamphlets entitled [name] x $.58 ea. = [amount]

F) CONTRACTUAL COSTS (SF-424A Object Class Category 6f. Contractual)

Provide separate budgets for each sub award or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project. Please note the differences between sub award, contract, and vendor:

- **Sub award** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- **Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.
- **Vendor** is generally a dealer, distributor or other seller that provides, for example, supplies, expendable materials, or data processing services in support of the project activities.

Provide both the annual (for multiyear awards) and total for contractual. Do not incorporate contractual indirect costs under the indirect costs line item for the applicant/grantee on the SF-424A or budget narrative.

- **Name of Subrecipient, Contractor, or Vendor**: Include the name of the qualified subrecipient, contractor, affiliation, and contact.
- **Method of Selection**: Include how selection was made. If sole source, include an explanation. Include qualifications.
- **Period of Performance**: Include the dates/length for the performance period. If it involves a number of tasks, include the performance period for each task.
- **Scope of Work**: List and describe the specific tasks to be performed.
- **Criteria for Measuring Accountability**: Include an itemized line item breakdown as well as total contract/award amount. If applicable, include any indirect costs paid under the contract/award and the indirect cost rate used.

Explain the details and purposes of the costs in the Justification Box below.

Contractor Name, Type, etc.	Cost	Matching Funds (if applicable)	BLM Funds
Example: *Ace Delivery Service (Yearly Contract)*	*$2,500.00*	*$0.00*	*$2,500.00*
F) CONTRACTUAL COST TOTAL: (SF-424A Object Class Category 6f. Contractual)		**$0**	**$0**

Justification: EXAMPLE - Contractual costs of [$ amount] is requested for the university to execute a contract with TBD, competed competitively, for [$ amount] to develop and deploy satellite tags on North Atlantic right whales for 2016 (one year). Expenses will include: (1) personnel and fringe for a technician to implement tag development and testing during Year 1, (2) expenses TBD to travel to Seattle, WA to meet with XX computers engineers to develop a GPS-linked satellite tag, (3) travel for TBD to the Southeast U.S. to lead tag deployments in 2015 and 2016, and (4) tagging supplies (satellite tags, tag darts, measurement electronics for tag testing, other tag testing supplies). TBD will report to the university quarterly to ensure progress. [Attach itemized budget.]

CONTRACTUAL SAMPLE

Name of Organization
Method of Selection (competitive or sole source; if sole source, provide justification)
Period of Performance
Description of Activities
Method for Maintaining Performance Accountability
Itemized Budget (include categories used in program budget)

G) CONSTRUCTION COSTS (SF-424A Object Class Category 6g. Construction)

Construction activity is allowable only when program legislation includes specific authority for construction and/or when the BLM operating unit specifically authorizes such activity. Activities under an award are considered construction when the major purpose of the award is construction as defined in this chapter. In contrast, alteration of facilities incidental to a non-construction purpose is not considered construction under this chapter. - FAR Part 2 Definitions.

Most federal programs do not allow construction costs, and those that do typically have detailed instructions describing how to figure construction costs. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Whereas non-construction awards use the SF-424A form, construction awards must use the SF-424C form. Detail provided should include administrative and legal expenses; land, structures, rights-of-way, appraisals, etc.; relocation expenses and payments; architectural and engineering fees, project inspection fees; site work; demolition and removal; equipment; contingencies; and program income.

Explain the details and purpose of the costs in the Justification Box below.

Contractor: Name/Type/Organization/Etc.	**Cost**	**Matching Funds** (if applicable)	**BLM Funds**
G) CONTRUCTION COST TOTAL: (SF-424A Object Class Category 6g. Construction)		**$0**	**$0**

Justification:

H) OTHER COSTS (SF-424A Object Class Category 6h. Other)

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (i.e., alcohol, fundraising, meals and coffee breaks). Provide both the annual (for multiyear awards) and total for other. Give justification for all the items in the "other" category (e.g., separate justification for printing, telephone, postage, rent, etc.). All costs associated with training activities should be placed in the "other" category except costs for consultant and/or contractual. List all expenses anticipated for the training activity in the format above. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. It is recommended that sub awards fall under the contractual section rather than the other section.

Explain the details and purpose of the costs in the Justification Box below.

Item	**Cost**	**Matching Funds** (if applicable)	**BLM Funds**
Example: *Ace Equipment Rental (Post-Hole Digger, 4 Days)*	*$25/Day*	*$0.00*	*$100.00*
H) OTHER COSTS TOTAL: (SF-424A Object Class Category 6h. Other)		**$0**	**$0**

Justification: EXAMPLE - [$ amount] is requested for printing informational pamphlets as it relates to our proposed marketing and outreach efforts, stipend costs for reviewing and contributing to the vetting process of the training curriculum, and other miscellaneous costs including phone, and postage and mailing costs.

Sample Budget

OTHER Total $ _____
Printing ($_____per x_____documents) = [subtotal]
Telephone (Charges $_____per month x_____months) = [subtotal]
Postage (Charges $_____per month x_____months) = [subtotal]
Rent {$____per month x_____months) = [subtotal]
Etc. (Charges $_____per_____x item) = [subtotal]
Training costs for [name of training] = [subtotal]

I) TOTAL DIRECT COSTS (SF-424A Object Class Category 6i. Sum of 6a.-6h.)

The total of all direct costs applicable to this project.

Total Direct Costs	Matching Funds (if applicable)	BLM Funds
I) TOTAL DIRECT COSTS: (SF-424A Object Class Category 6i. Total, Sum of 6a.-6h.)	**$122,862.00**	**$10,000.00**

J) INDIRECT COSTS (SF-424A Object Class Category 6j. Indirect Charges)

Indirect costs are those costs incurred for common or joint objectives, which cannot be readily identified with an individual project or program but are necessary to the operations of the organization. Please refer to the BLM Financial Assistance Standard Terms and Conditions and the 2 CFR 200 for more information about indirect costs and facilities and administrative costs, including more information regarding predetermined, provisional, and fixed rates.

Provide the most recent indirect cost rate agreement with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a proposal (2 CFR §200.414). The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s).

Any non-Federal entity that has never received a negotiated indirect cost rate, except for those nonfederal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B) may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. Foreign grantees that do not have a negotiated indirect cost rate may also elect to charge the de minimis rate limited to an indirect cost rate recovery of 10% of modified total direct costs, and foreign grantees that have a negotiated rate agreement with a U.S. federal agency may recover indirect costs at the current negotiated rate.

(Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs.)

Use the Narrative Box below to explain how you calculated your indirect cost base and resulting indirect costs.

Indirect Cost Rate to be used on this Grant (%):	
Indirect Cost Base for this Grant:	$

Total Indirect Costs	Matching Funds (if applicable)	BLM Funds
J) TOTAL INDIRECT COSTS: (SF-424A Object Class Category 6j. Indirect Charges)	**$0**	**$0**

Narrative:

h. A local government that will charge all costs directly.

-

K) TOTALS (SF-424A Object Class Category 6k. TOTALS)

The sum total of all Direct and Indirect Costs (Sum of 6i. & 6j.) Applicable to this agreement.

Total Project Costs	**Matching Funds** (if applicable)	**BLM Funds**
K) TOTAL COSTS: (SF-424A Object Class Category 6k. TOTALS)	**$122,862.00**	**$10,000.00**

I certify that to the best of my knowledge the costs detailed above are correct and complete and for the purposes set forth in the associated application for Federal Assistance.

Jacques Hadler, Grand County Commission Chair

Name & Title of Person Completing Budget

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INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 10th day of June 2022 ("Effective Date") by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the "County") and **Moab Heat & Cool,** a Utah limited liability company located at 1504 Spanish Valley Drive,Moab Utah 84532 (the "Contractor").

WITNESSETH

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

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

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

   2022 replacement of 4 HVAC units on the grand county courthouse

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

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

   The project start date depends on scheduling, weather, and the cost/availability of construction materials. The project end date is before the end of the year December 31, 2022.

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

3. PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at 125 E Center St Moab, Utah. 84532 (the "Property"). The County warrants and represents that it owns the Property.

4. TERM OF AGREEMENT. Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on or before December 31, 2022.

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5. PAYMENT.

   a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: $104,524.24 (the "Compensation"). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.

   b. Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics', laborers' and materialmen's liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.

6. NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If the County does not timely object hereunder, then the Services shall be deemed acceptable to the County.

7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

8. CONTRACTOR, DEFINED.

   a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid

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to persons employed by Contractors on work performed under the terms of this Agreement.

b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

d. This Section shall survive expiration or termination of this Agreement.

9. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

10. REPRESENTATIONS AND WARRANTIES.

a. Best Efforts.Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. Service Warranty. Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the "Warranty Period"). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

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c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

d. This Section shall survive expiration or termination of this Agreement.

11. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

i. *Commercial General Liability* with coverage not less than $1 million each occurance with a $2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;

ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and

iii. *Business Auto Liability Insurance* with coverage of not less than $1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as ***Exhibit B*** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement.

12. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality

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

13. TERMINATION OF AGREEMENT.

a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the rateable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.

b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

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

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or any person or persons. This Section shall survive expiration or termination of this Agreement.

15. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.

16. ENTIRE AGREEMENT. This Agreement together with its exhibits and RFB and bid documents contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

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

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

19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne

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by the Contractor; and the Contractor shall not make a claim against the County for such costs.

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

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

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

23. UNDERSTANDING AND EFFECT OF AGREEMENT.

    a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.

    b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

    c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

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

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

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

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

Jared Shumway	Jared Shumway	6/13/2022
Contractor's Signature	Printed Name of Contractor and Title	Date
	Jacques Hadler	6/13/2022
County Signature	Chair, Grand County Commission	Date

ATTEST:

Gabriel Woytek	6/13/2022
Grand County Clerk/Auditor	Date

Contact Information

Contractor's Contact Information

Name: Jeried Shumway
Title: Owner

Address:1540 Spanish Valley Dr.
Phone: (435)259-1519
Fax:
Email: info@moabhc.com

County's Assigned Project Manager

Name: Shawn Fugit _
Title: Facilities Supervisor

Address:125 E. Center St.
Phone: (235) 259-1314
Fax: (435) 259-4139
Email: sfugit@grandcountyutah.net

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Exhibit A
Scope of Work

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

Grand County Courthouse HVAC 2022 Replacement RFB

Grand County Utah is seeking bids to replace (4) Four HVAC rooftop units at the grand county courthouse, consisting of (1) one 4 ton unit, (2) two 7.5 ton units and (1) one 10 ton unit to replace the existing units in accordance with the following bid specifications.

The Contractor shall provide all labor, supervision, tools, transportation, equipment, Insurance, and materials necessary to remove and replace 4 HVAC units with new ones. And will obtain all necessary building permits and documents that are required.

There will be a mandatory site visit held at the north side entrance of the Grand County Courthouse, located at 125 East 100 North, Moab, UT 84532. On Wednesday May 18 at 2:00 pm. All bids must be turned in by Friday June 3 at 4:00 pm.

Existing Unit description

RTU 7 Trane (Model# Z041024570)(Serial# YCD120B3HOEB)(Tonnage 10) Year 2001
RTU 3 Trane (Model# YCH092A3EHAOY000)(Serial#243100722L)(Tonnage 7.5)Year 2002
RTU 12 Lennox (Model# GCS16-513-125-3y)(Serial# 5692l02422)(Tonnage 4) Year 1992
RTU 2 Trane (Model# YCD090C3HOBE)(R02102203D)(Tonnage 7.5) Year 2000

These existing RTUs are currently being controlled by a Carrier Comfort Network control system (CCN). The replacement units need to be provided with a factory installed CCN compatible controller.

ACCEPTABLE MANUFACTURERS

A. Trane; American Standard companies
B. Carrier International

QUALITY ASSURANCE

A. Unit shall have American Gas Association (AGA) design certification.
B. Entire unit shall be UL and/or ETL Listed and certified and shall be so labeled.
C. Coils shall be AHRI Certified per Standard 410.

DELIVERY, STORAGE AND HANDLING

A. Unit shall be shipped with doors bolted shut and outside air hood closed to prevent damage during transport and thereafter while in storage prior to installation.

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WARRANTY

A. Unit and systems shall have a full parts and labor warranty for 1 year from the date of substantial completion.

B. Compressor shall have a 5 year extension from the date of substantial completion.

UNIT COMPONENTS AND FEATURES

A. Air cooled direct expansion cooling system, factory charged and ready for operation. Equip hermetic type compressors with positive pressure forced lubrication system, crankcase heater, and high/low pressure Cut-outs.

B. Dual spring isolated hermetic digital scroll or inverter scroll compressors. Motor compressors to be warranted against failure for five years after date of substantial completion.

C. Supply fan soft starter

TEST AND ACCEPTANCE

A. Start-up and checkout fan for proper motor phasing, alignment, and vibration free operation. Correct improperly aligned fans. Change unmatched belts.

B. Test and balance fans, coils, and heat exchanger. Provide test report to owner for review.

C. Demonstrate system operation to Owner's maintenance personnel and instruct them in operational requirements.

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Moab Heat N Cool, LLC
1540 Spanish Valley Drive, Moab, Utah 84532 United States
(435) 259-1519

BILL TO
Grand County / County Jail
125 East Center Street
Moab, UT 84532 USA

ESTIMATE	ESTIMATE DATE
10139962	Jun 02, 2022

JOB ADDRESS
Grand County / County Jail
125 Center St.
Moab, UT 84532

Job: 10139834

ESTIMATE DETAILS

HVAC 2022 Replacement RFB: (4) Four HVAC rooftop units at the grand county courthouse, consisting of (1) one 4 ton unit, (2) two 7.5 ton units and (1) one 10 ton unit.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
Generic Equipment 1	RTU 7 48FCEM12B6M5-3B0A0 10-TON RTU - Carrier Unit W/SYSTEM VIEW CONTROLS Custom Adapter curb Connect to the existing power and gas. RTU -2 and 3 48FCEM08B3M5-3B0A0 7.5-TON RTU - Carrier Unit W/SYSTEM VIEW CONTROLS Custom Adapter curb Connect to the existing power and gas. RTU 12 48FCEA05A3M5-3B0A0 4-TON RTU - Carrier Unit W/SYSTEM VIEW CONTROLS Custom Adapter curb Connect to the existing power and gas. Includes all hoisting costs. *Bid valid for 2 weeks from bid date.*	1.00	$104,524.24	$104,524.24

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SUB-TOTAL	$104,524.24
TOTAL	$104,524.24

Thank you for choosing Moab Heat N Cool, LLC

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NON-TRANSFERABLE

CITY OF MONTICELLO
17 N 100 EAST
PO BOX 457
MONTICELLO UT 84535

MONTICELLO Utah
The Land Above the Canyons

No. **102720**

2022

BUSINESS LICENSE

Issued To:

MOAB HEAT N COOL

49 BOBCAT CT
MOAB, UT 84532

City of Monticello Corporate Seal State of Utah

Fee Paid: $50.00

License Year: 01/01/2022

Expiration Date: 12/31/2022 12:00:00 AM

Type of License: GENERAL BUSINESS

Type of Business: SERVICES

Location: 1540 SPANISH VALLEY DRIVE

Restrictions:

Melissa Gill
BUSINESS LICENSE OFFICIAL

POST IN A CONSPICUOUS PLACE

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EXHIBIT B
Certificates of Insurance

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/17/2021

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
Scott Shumway
2390 W. 400 N. ste 6
Cedar City, UT 84720

CONTACT NAME: Scott Shumway
PHONE (A/C, No, Ext): 435.572.0662 FAX (A/C, No): 866.596.4105
E-MAIL ADDRESS: Scott.Shumway@american-national.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American National Insurance Company	28401
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Moab Heat n Cool, LLC
1540 Spanish Valley Dr
Moab, UT 84532

COVERAGES **CERTIFICATE NUMBER:** 1 **REVISION NUMBER:** 1

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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			4301X1868	05/01/2021	05/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS			4301C1159	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							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

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
Scott Shumway

ACORD 25 (2010/05)

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CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for _____ ("**Contractor**") and is authorized to grant, on Contractor's behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied or will supply laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the "**Construction Work**") to the real property described as follows:

Grand County Courthouse (collectively, the "**Property**").

3. Contractor, for all Construction Work, including but not limited to Improvements, each as defined by the Utah Preconstruction and Construction Lien Act at Utah Statute § 38-1A-101, *et seq.*, supplied through the date of _____, shall, upon receipt of $_____ ("**Payment**"):

(a) release, relinquish, and waive any and all rights to and claims for a mechanics' lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Construction Work, any related Improvements, or the Property; and

(b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the "**Releasees**") from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Construction Work, any related Improvements, or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Construction Work and the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Construction Work and Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.

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I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me this _____ day of _____, 20__, by _____ as _____ of _____.

Witness my hand and official seal.

(SEAL)

_____
Notary Public

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

21 JUN, 2022

TITLE:	Utah Dept. of Transportation (UDOT) nighttime work permission
FISCAL IMPACT:	NA
PRESENTER(S):	Devin Squire (UDOT)

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDED MOTION:

I MOVE TO APPROVE/DENY THE NIGHTTIME WORK PERMIT FOR UDOT IN RELATION TO PIN 18350 – US 191 LA SAL JUNCTION TO 300 S MOAB FROM JULY THROUGH AUGUST.

BACKGROUND

USC §72-6-112.5(2) & (3) create an exemption from any local noise ordinance where UDOT considers nighttime work to be beneficial by improving speed and safety to local and visiting travelers.

UDOT asked for permission to conduct construction at night, and while we don't have a noise permit, this acknowledges work is taking place and Grand County is aware of the reasons and is complying with state law by allowing the work to proceed.

ATTACHMENT(S):

1. See letter asking for permission
2. See letter granting permission

GRAND COUNTY COMMISSION
Jacques Hadler (Chair) · Mary McGann (Vice Chair)
Evan Clapper · Trish Hedin · Josie Kovash
Sarah Stock · Kevin Walker

16 June, 2022

RE: PIN 18350 – US-191; La Sal Junction to 300 South Moab

While Grand County, Utah has a Noise Ordinance (11.01.020) that prohibits any "Loud Noise during Restricted Hours within the unincorporated areas of Grand County," Grand County recognizes Utah State Code §72-6-112.5 (2), where a state highway construction project "conducted on a road where the normal posted speed limit is 55 miles per hour or greater is exempt from any noise ordinance, regulation, or standard of a local jurisdictional authority," and (3) a state highway construction project conducted on a road where the normal posted speed limit is less than 55 miles per hour is exempt from any noise ordinance, regulation, or standard of a local jurisdictional authority if the department."

Grand County, Utah agrees with the Utah Department of Transportation (UDOT) letter advising that performance of this construction project at night will "significantly improve the speed and safety of the project as well as limit the overall impacts to both local and visiting travelers and pedestrians," and grants permission to UDOT and associated contractors for the project to proceed as planned.

Sincerely,

Jacques Hadler, Chair
Grand County Commission

Bill Jackson
Grand County Roads Dept

GRAND COUNTY COMMISSION
Jacques Hadler (Chair) · Mary McGann (Vice Chair)
Evan Clapper · Trish Hedin · Josie Kovash
Sarah Stock · Kevin Walker

June 21, 2022

Dear BLM,

These are Grand County's comments for the three recent dispersed camping environmental assessments (Two Rivers SRMA, Utah Rims SRMA, and Labyrinth Rims/Gemini Bridges SRMA).

We strongly support BLM's proposal to limit camping to designated dispersed sites and campgrounds. Because of the large increase in visitation in recent years, the default "camp anywhere you want" management strategy is no longer viable. We think that BLM's proposal to vet existing dispersed sites and designate only those sites with minimal resource impacts strikes a good compromise between providing opportunities for dispersed camping and protecting the many resources found in this area.

We have attached letters from Trail Mix and the Grand County Motorized Trails Committee. We endorse the comments made in those letters.

In addition to the site-specific issues covered in the EAs, there are cumulative impacts related to the total number of visitors in the Moab/Grand County area. There has been a rapid and unsustainable increase in visitation in recent years, and the negative effects of this increase are felt both in town and on public lands. The only practical way to manage visitation numbers is to limit opportunities for overnight accommodation. Starting in 2019, Grand County and Moab City have taken difficult steps to control the growth of hotels, rental condos, and commercial campgrounds. Public lands camping accounts for a large fraction of the overall visitor lodging pie, so it is important that BLM also do its part to manage visitation levels. We hope that at the end of the designation process, dispersed camping will return to pre-2019 levels.

In conclusion, we strongly support the proposed actions in these three EAs, and we thank the BLM for taking the initiative on this important issue.

Jacques Hadler

Chair, Grand County Commission

June 14, 2022

To: Grand County Commission

Re: Grand County Trail Mix Comments on Sustainable Camping in High-Use Areas NEPA

Grand County Trail Mix is the official advisory committee for non-motorized trails in Grand County, Utah. We work closely on a consistent basis with the Moab Field Office of the Bureau of Land Management (BLM) on many projects and issues involving non-motorized recreation planning and management on BLM-managed public lands.

Trail Mix is strongly in support of proposed actions by the BLM to make camping and related recreation on public lands more sustainable in increasingly high-use areas (actions proposed in DOI-BLM-UT-Y010-2021-0094-EA, 0095-EA, and 0096-EA, collectively "Camping Management Plans"). We agree with BLM's conclusion that limiting camping to designated dispersed campsites that have been chosen to have minimal impact to cultural and natural resources and requiring the use of a toilet system, fire pan, and restricting wood gathering and harvesting would help manage many of these previously-unforeseen and currently-unmanaged impacts of public lands recreation in a way that will best preserve the resource and visitor experience and access far into the future.

As you know, visitation to the Moab area and to Moab-area public lands by both motorized and non-motorized recreationists has increased exponentially over the last decade. As noted in the draft Environmental Assessments (EA) for the proposed actions, pressures on the landscape from visitation and associated dispersed camping has had a particular uptick in the last five years, only exacerbated by the COVID-19 pandemic.

Members of our committee not only regularly recreate on public lands but also help maintain them and provide education to non-motorized recreationists, and are often the main point of contact between public user groups and land managers for both positive and negative feedback about their experiences on local public lands. With this uptick in visitation and drastic increase in dispersed camping and recreation in our area, there has been a noticeable and even disruptive increase in visitor impacts, including improper disposal of human and pet waste, trash, rock fire rings and ash piles, illegal associated motorized travel far off of designated routes, and disturbance of wildlife and intentional or accidental damage to cultural and historic sites.

Grand County Trail Mix supports each of these proposed management actions, as we believe they have the highest likelihood of preserving and protecting quality recreational experiences for all user groups on Moab's public lands. According to BLM:

> Campsites would be designated largely in previously disturbed locations and their intended use made clear and transparent through signing and delineation as

> needed. Each campsite would be subject to archaeological, paleontological and wildlife clearances prior to designation. Routes would be marked for vehicular access to the campsites. Existing dispersed campsites that are not designated would be reseeded and restored to enhance recovery from the past impacts of dispersed camping.

Labyrinth Rims/ Gemini Bridges Camping Management Draft EA at 4. Additionally, BLM's plans note that designated campsites would not be located within 0.5 miles of rock formations, cliffs or outcrops that provide nesting habitat for raptors, or within sensitive locations such as canyon bottoms in bighorn sheep habitat or within 300 meters of canyon rims. We appreciate that BLM is still proposing to allow free dispersed camping in ample spectacular locations throughout Grand County while also following good principles of site selection and recreation ecology to protect these resources. This is particularly relevant to us as a body whose members regularly build and maintain recreation locations across public lands and understand the importance of site-hardening and concentrating vs. dispersing user impacts on the Colorado Plateau.

These limitations will ensure that important resources that public lands users enjoy such as wildlife, scenic values, and archaeological sites remain in-tact and protected, while allowing ample opportunities for all members of the public to camp in areas most suited to and resilient to this kind of recreational use. We support the proposed Camping Management Plans as drafted and would encourage the Grand County Commission in its official capacity to articulate the same to BLM during the public comment period. We would also like to suggest that the BLM look into extending the boundaries of the proposed management areas to account for a larger and more logically-defined area where visitors are likely to seek out dispersed camping. We would like to echo the recommendations made on this specific item by the Grand County Motorized Trails Committee, which are: (1) extend the boundary of the Labyrinth Rims/ Gemini Bridges planning area north to I-70, with the eastern boundary at the Blue Hills; (2) extend the boundary of the Utah Rims planning area southwest to the Cisco Boat-Launch Road.

Thank you all, and please reach out to us if you have any questions.

Sincerely,
Grand County Trail Mix

June 14th, 2022

To: Grand County Commission

Re: Motorized Trails Committee Comments on Sustainable Camping in High-Use Areas NEPA

As the official advisory committee for motorized trails in Grand County, we encourage the Grand County Commission in its official capacity to support the three draft Camping Management Plans with additional requests as described in the draft letter below. Please note that the BLM will accept public comments through ePlanning until June 23rd: https://www.blm.gov/press-release/blm-moab-field-office-accepting-comments-proposals-make-camping-more-sustainable-high

Camping use relates to trails in several ways. When in close proximity, campsites and trails can negatively impact one another, requiring careful management. By the same token, camp and trail opportunities can enhance one another, as many recreationists enjoy both activities. Since the three draft Camping Management Plans focus on the most popular areas of dispersed camping, the planning areas also cover many of the best recreational trails in Grand County, and the success of these plans is important to us.

Thank you all, and please reach out to us if you have any questions.

Sincerely,

Clif Koontz
Motorized Trails Committee Chair

June 21st, 2022

Nicollee Gaddis-Wyatt
Bureau of Land Management
82 East Dogwood Avenue
Moab, Utah 84532

Dear Ms. Gaddis-Wyatt,

As you know, Grand County works closely on a consistent basis with the Moab Field Office of the Bureau of Land Management (BLM) on many projects and issues involving recreation planning and management on BLM-managed public lands.

Grand County is strongly in support of proposed actions by the BLM to make camping and related recreation on public lands more sustainable in increasingly high-use areas (actions proposed in DOI-BLM-UT-Y010-2021-0094-EA, 0095-EA, and 0096-EA, collectively "Camping Management Plans"). We agree with the BLM's conclusion that limiting camping to designated dispersed campsites that have been chosen to have minimal impact to cultural and natural resources and requiring the use of a toilet system, fire pan, and prohibiting wood cutting and gathering would help manage many of these previously-unforeseen and currently-unmanaged impacts of public lands recreation in a way that will best preserve the resource and visitor experience and access far into the future.

As you know, visitation to the Moab area and to Moab-area public lands by both motorized and non-motorized recreationists has increased exponentially over the last decade. As noted in the draft Environmental Assessments (EAs) for the proposed actions, pressures on the landscape from visitation and associated dispersed camping has had a particular uptick in the last five years, only exacerbated by the COVID-19 pandemic.

Many of Grand County's staff, advisory committees, and community members not only regularly recreate on public lands but also help maintain them and provide education to recreationists, and are often the main point of contact between public user groups and land managers for both positive and negative feedback about their experiences on local public lands. With this uptick in visitation and drastic increase in dispersed camping and recreation in our area, there has been a noticeable and even disruptive increase in visitor impacts, including improper disposal of human and pet waste, trash, rock fire rings and ash piles, illegal associated motorized travel far off of designated routes, and disturbance of wildlife and intentional or accidental damage to cultural and historic sites.

Grand County supports each of these proposed management actions, as we believe they have the highest likelihood of preserving and protecting quality recreational experiences for all user groups on Moab's public lands. According to the BLM at Page 4 of the Labyrinth Rims/Gemini Bridges Camping Management Draft EA:

> Campsites would be designated largely in previously disturbed locations and their intended use made clear and transparent through signing and delineation as needed. Each campsite would be subject to archaeological, paleontological and wildlife clearances prior to designation. Routes would be marked for vehicular access to the campsites. Existing dispersed campsites that are not designated would be reseeded and restored to enhance recovery from the past impacts of dispersed camping.

Additionally, the BLM's plans note that designated campsites would not be located within 0.5 miles of rock formations, cliffs, or outcrops that provide nesting habitat for raptors, or within sensitive locations such as canyon bottoms or within 300 meters of canyon rims in bighorn sheep habitat as identified in the 2016 Moab Master Leasing Plan. We appreciate that the BLM is still proposing to allow free dispersed camping in ample spectacular locations throughout Grand County while also following good principles of site selection and recreation ecology to protect these resources. This is particularly relevant to us as a county that regularly builds and maintains recreation infrastructure across public lands and understand the importance of site-hardening and concentrating versus dispersing user impacts on the Colorado Plateau.

Likewise we appreciate that the BLM has voluntarily initiated planning for dispersed camping despite that such sites are less likely to generate revenue for the agency. To ensure that dispersed camping will remain available in ample spectacular locations throughout Grand County, we request the following additions to your Draft EAs:

1. Identify the range of camping styles to provide for, such as camping focused on (a) "convenience" which might be best-suited for sites that can accommodate multiple groups in one large area and tend to be near highways, (b) "activity" which might be best-suited for sites that provide space for larger groups or larger vehicles that tend to be a little further from highways, and (c) "setting" which might be best-suited for sites that are smaller and tend to be even further from highways. Such styles may not be so discrete, but this exercise could help to ultimately provide camping opportunities that are diverse in terms of the sites as well as their settings.

2. Inventory the location of existing campsites, and solicit the public to comment on your proposal of which sites to designate open or closed. The designation of dispersed campsites may have gone smoothly in past without an opportunity for public comment but, given the size and significance of these planning areas, this extra step is worthwhile. If this step is not feasible in the current EAs, they could simply outline how it will be done by subsequent planning. This step should help to identify all sites that are suitable for designation so they aren't inadvertently overlooked. It should help minimize the displacement that is likely to occur as non-suitable sites are closed, and campers search for sites outside of the three planning areas.

3. To minimize displacement, expand the boundaries of the planning areas to encompass all of the contiguous terrain that is comparably desirable for camping. Otherwise restricting the planning areas to designated campsites will shift use to these nearby comparable alternatives,

likely increasing the negative impacts in total. The current boundary of the Labyrinth Rims/Gemini Bridges planning area is Tenmile Point Road, but desirable terrain and in fact many campsites extend north from there all the way to the outskirts of Green River, so we suggest extending the boundary to there. The eastern boundary can follow the Blue Hills, as any displacement northeast of the Blue Hills is likely to be less common and less concerning since that area has fewer sensitive resources. The current boundary of the Utah Rims planning area is the Westwater Put-In Road, but desirable terrain and in fact some campsites extend southwest from there all the way to the Cisco Boat-Launch Road, so we suggest extending the boundary to there. As with the expanded Labyrinth Rims/Gemini Bridges planning area, the terrain beyond this expanded Utah Rims planning area is dominated by Mancos Shale slopes, which tend to have less camping appeal and fewer sensitive resources. The expanded planning areas would also benefit from the proposals to require the use of a toilet system, fire pan, and prohibiting wood cutting and gathering.

4. Coordinate the designation of dispersed sites with developed campgrounds, both current and future. Propose an approximate buffer distance around developed campgrounds where no dispersed sites will be designated. Identify any locations within the three planning areas where future campground development may be warranted so that you may propose to designate dispersed sites in the interim that would conform with such development. Soliciting public comment about the interface of dispersed sites with campgrounds should help guide the BLM in future developments if camping interest continues to increase. In turn, once the dispersed campsites are designated, the BLM and Grand County can help guide campers to campgrounds or dispersed sites from when they plan their trip to when they reach a sign notifying them that "no campsites are designated beyond this point."

These requested additions in combination with the aforementioned limitations established by your Draft EAs will ensure that important resources that public lands users enjoy such as wildlife, scenic values, and archaeological sites remain intact and protected, while allowing ample opportunities for all members of the public to camp in areas most suited to and resilient to this kind of recreational use.

Sincerely,

Jacques Hadler
Chair, Grand County Commission