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.
Grand County Utah Government Live on YouTube
Join the Zoom Meeting

1. **Call To Order**
2. **Pledge Of Allegiance**
3. **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)

4. **Presentations (15 Min)**
5. **Department Reports (15 Min)**
6. **Agency Reports (15 Min.)**
7. **Approval Of Meeting Minutes**

   Documents:

   7.5 REG MINUTES DRAFT.pdf

8. **Citizens To Be Heard - 6:00 Pm**
9. **General Business - Action Items - Discussion And Consideration Of Approval**

   9.A. **Tax Relief Resolution - Income Requirement Change**
   Chris Kauffmanm Grand County Treasurer

Documents:

AS- For tax releif income limit increase.pdf
Final Draft Income Limit Increase Resolution.pdf

9.B. **Tax Relief For 2021 Property Tax For Parcel 02-0SWA-0008**

Cecelia Showalter, Citizen and Chris Kauffman, Grand County Treasurer

Documents:

AS- For Tax Relief- for CShowalter.pdf
Parcel 02-0SWA-0008 taxroll master 2021.pdf

9.C. **Grand County Active Transportation And Trails Fiscal Incentive Grant (GCATT/FIG)**

Madeline Logowitz, Active Transportation and Trails Division

Documents:

7.19.22.GCATT.Agenda Summary (2).pdf
FIG Grant Abstract.pdf
Draft budget - FIG.pdf
Grant Match Options.pdf

9.D. **Adopting An Ordinance Initiating A Temporary Land Use Regulation Prohibiting The Erection, Construction, Reconstruction, Or Alteration Of Any Building Or Structure Or Any Subdivision Approval Requiring New Water Connections Within The Thompson Special Service District Boundary**

Christina Sloan, Grand County Attorney

Documents:

1 Agenda Summary.Thompson SSD TLUR 3 (1).pdf
2 Ordinance - Thompson SSD TLUR 3.pdf
2a - Exhibit to Ordinance, SSD Boundary Map.pdf

9.E. **Terminating Ken Lord Ground Lease Dated 12-18-2018 And Approving New Ground Lease For Canyonlands Hangars, LLC For Lot 108 At Canyonlands Regional Airport**

Tara Collins, Assistant to the Airport Director

Documents:

1. Agenda Summary- Ground Lease- Lot 108 Canyonlands Hangars, LLC- FINAL- Revised 7-18-2022.pdf
2. Ken Lord Ground Lease - county signed only - 12-18-2018.pdf
3. Termination of 12-18 Ground Lease Agreement.pdf
4. GROUND LEASE w. Canyonlands Hangars, LLC. Lot 108- Updated 7-18-2022.pdf
5. Email Fwd_ Workers Comp Waiver Application Received - 7-13-2022.pdf
6. Insurance quote from Assure Partners- Lot 108- 7-18-2022.pdf
7. Insurance quote from Assure Partners- 2nd one- Lot 108- 7-18-2022.pdf

9.F. **Special Event Permit For The 2022 Red Rock 4 Wheelers Labor Day**

Safari & Camp-Out.
Angela Book The Old Spanish Trail Arena Director

Documents:

Agenda Summary.pdf
SE Application.pdf
Signed OSTA Agreement.pdf
Route Map.pdf
Schedule and other info.pdf

9.G. **2022 Jeep Jamboree Special Event Permit**
Angie Book The Old Spanish Trail Arena Director

Documents:

Agenda Summary.pdf
SE Application.pdf
2022 OSTA Agreement - Signed.pdf
2022 Moab Itinerary.pdf

9.H. **2022 PGP Auto Show Special Event Permit**
Angie Book, Old Spanish Trail Arena Director

Documents:

Agenda Summary.pdf
SE Application.pdf
Signed OSTA Agreement.pdf
letter-of-intent Insurance 2022 SignedBP.pdf
PGP Auto Event Schedule 2022.pdf

9.I. **2022 Moab Overland Expo Special Event Permit**
Angie Book The Old Spanish Trail Arena Director

Documents:

Agenda Summary.pdf
SE Application.pdf
Signed OSTA Agreement-Updated 7-5-22.pdf
Schedule of events.pdf
Letter of Intent for sales tax.pdf
Indoor Arena MOE vendor layout for social distance.pdf
Indoor Arena.pdf
Upper Parking Lot - Vendor Lay out.pdf
arena fire plan -lanscpe (1).pdf

9.J. **Adopting Resolution Approving The Final Plat, All American Acres Subdivision, Lot 5 Amended, Located At 4500 Easy Street**
Elissa Martin, Planning and Zoning Director

Documents:

1_AS All American Acres Plat Amendment.pdf
2_SR All American Acres Plat Amendment.pdf

3_RES All American Acres Plat Amendment.pdf
4_ Final Plat_All American Acres.pdf
5_SIA_All American Acres (DRAFT).pdf
5a_SIA_Exhibit B_OPC_All American_Lot 5.pdf
6_CCRS.Amended Lot 5, All American Acres.pdf
8_GWSSA Approval_All American Acres.pdf
7_Horrocks Approval_ 0427-2022_All American Acres Lot 5.pdf

9.K. **Adopting A Resolution To Initiate Proceedings To Amend The Grand County Land Use Code To Require New Developments To Provide A Percentage Of Workforce Housing (Or Fees In Lieu).**

Elissa Martin, Planning and Zoning Director

Documents:

1. AS - Workforce Housing POR.pdf
RES_Workforce Housing - POR.pdf

9.L. **COTAH Rally Special Event Permit**

"COTAH" is a combination of COLORADO and UTAH to represent the two states in which the event occurs.

Presented by: Rachel Bartlett, Administrative Assistant, Economic Development

Documents:

COTAH Rally Agenda Summary.pdf
COTAH_Application Packet.pdf

9.M. **Approval Of The Revised Special Event Grant Guidelines**

August Granath, Director, Grand County Economic Development

Ben Alter, Specialist, Grand County Economic Development

Rachel Bartlett, Administrative Assistant, Grand County Economic Development

Documents:

01_AGENDA SUMMARY_Special Event Guidelines.pdf
02_Special Event Grant Guidelines_RED LINED.pdf
03_Special Event Grant Guidelines_FINAL.pdf
04_Special Event Grant Scoring Criteria Rubric.pdf

9.N. **Approval Of The Community Event Grant Program**

August Granath, Director, Grand County Economic Development

Ben Alter, Specialist, Grand County Economic Development

Rachel Bartlett, Administrative Assistant, Grand County Economic Development

Documents:

01_AGENDA SUMMARY_Community Event Guidelines.pdf

Community Event Grant Guidelines.pdf
03_Community Event Grant Scoring Criteria Rubric.pdf

9.O. Approval Of $100,000 Grant For Moab Community Childcare

August Granath, Director, Grand County Economic Development

Ben Alter, Specialist, Grand County Economic Development

Documents:

01_AGENDA SUMMARY_Moab Community Childcare Grant Approval.pdf
02_MOAB COMMUNITY CHILDCARE - GRANT PROPOSAL.pdf
03_RCG Part A FY22 Re Allocation.pdf
04_Grand County-MCC Grant Contract.pdf

9.P. Appointment Of Three Individuals To The Economic Development Advisory Board

August Granath, Director, Grand County Economic Development

Ben Alter, Specialist, Grand County Economic Development

Documents:

01_AGENDA SUMMARY_Approving Appointments to EDAB.pdf
02_EDAB Application_Forrest Rodgers.pdf
03_EDAB Application_Huseyin Deniz.pdf
04_EDAB Application_Karen Guzman-Newton.pdf

10. Consent Agenda

10.A. Approval Of Moab Craggin Classic Local Consent

Angie Book The Old Spanish Trail Arena Director

Documents:

Agenda Summary.pdf
Single-Event-Local-Consent (1) (2).pdf

10.B. Proposed Purchase Of CivicClerk From CivicPlus

Documents:

Agenda_Summary CivicClerk.pdf
Grand County CivicClerk Quote.pdf
UT - Grand County - CivicClerk - SoleSource Letter - 07112022 final.pdf
CivicClerk Features Proposal.pdf

10.C. Approval Of Independent Contractor Agreement With Guerrero Construction

Christina Sloan, Grand County Attorney

Contract amount already approved in the Grand County Attorney Office budget.

Documents:

Agenda Summary -Independent Contractor Agreement with Guerrero

Contruction.pdf
ICA for GCAO Office Build with Exhibits.pdf

10.D. **Proposed Agreement Between Grand County And The Utah Department Of Natural Resources, Division Of Wildlife Resources, Under Watershed Restoration Initiative Project #5938 Mill Creek Partnership III**

Elizabeth Weimholt, Grand County Weed Supervisor

Documents:

AS - WRI 5938 Mill Creek Agreement FY23 Weeds Department.pdf
WRI 5938 Mill Creek Agreement FY23 GCWD UDWR.pdf
WRI 5938 Attachment_B Mill Creek Project Proposal.pdf

10.E. **Proposed Agreement Between Grand County And The Utah Department Of Natural Resources, Division Of Wildlife Resources, Under Watershed Restoration Initiative Project #5968 Dolores River Restoration 6.0**

Elizabeth Weimholt, Grand County Weed Supervisor

Documents:

AS - WRI 5968 Dolores River Agreement FY23 Weeds Department.docx.pdf
WRI 5968 Dolores River Agreement FY23 GCWD UDWR.pdf
WRI 5968 Attachment_B Dolores River Project Proposal.pdf

10.F. **Proposed Agreement Between Grand County And The Utah Department Of Natural Resources, Forestry, Fire And State Lands**

Elizabeth Weimholt, Grand County Weed Supervisor

Documents:

AS - DNR Forestry, Fire and State Lands Agreement FY23 Weeds Department.pdf
FY23 DNR FFSL Agreement.pdf

11. **Discussion Items**

12. **Public Hearings**

12.A. **Public Hearing To Adopt An Ordinance Approving Amended Planned Unit Development Master Plan For The Arroyo Crossing Development**

Elissa Martin, Planning and Zoning Director

Documents:

01_AS Arroyo Amended Master Plan.docx.pdf
02_SR Arroyo Amended Master Plan.pdf
03_Ordinance Arroyo Amended Master Plan.pdf
04_Narrative_Arroyo Amended Master Plan.pdf
05_Arroyo Crossing PUD Master Plan Amendment 07-11-22.pdf
06_ Current Arroyo Crossing Master Plan.pdf

13. **Closed Session(S) (If Necessary)**

14. **Adjourn**

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

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

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

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

GRAND COUNTY COMMISSION
REGULAR MEETING

Grand County Commission Chambers
Hybrid virtual participation on Zoom
Moab, Utah

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

MINUTES
5 July 2022

The Grand County Commission met in a regular meeting on July 5th, 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 (YouTube audio begins at 6:20). Attending the meeting in-person was Commission Vice Chair Mary McGann and Commissioners Evan Clapper, Trisha Hedin, Sarah Stock, Kevin Walker. Also attending in-person were Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall, and Clerk/Auditor Gabriel Woytek. Vice Chair McGann chaired the meeting. Commission Chair Jacques Hadler and Commissioner Josie Kovash were absent.

4:02 pm Call to Order

Pledge of Allegiance

Citizens to be Heard
Due to technical difficulties that prevented adequate virtual participation from the public during this section of Citizens to be Heard, and at the request of Commissioner Mary McGann, the following public comment is hereby entered into the record from Lori McFarland, owner of High Point Hummer & ATV:

In Commissioner McGann's letter to the BLM requesting consideration of closing Sand Flats trails at night, please consider permitted outfitters need to be allowed time to return from sunset tours. Closures would hurt our business and elevate the need for us to be considered a stakeholder in this controversial proposal.

Presentations (none scheduled)

Department Reports (none scheduled)

Agency Reports (none scheduled)

Ratification of Payment of Bills

Motion by Commissioner Walker to approve and ratify payment of bills in the amount of $440,837.60 and payroll in the amount of $328,077.14 for a combined total of $768,914.74.

Motion Seconded by Commissioner Stock

Discussion (none at this time)

Motion passes 5-0

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Trisha Hedin
- Planning Commission Meeting, Economic Development Board seeking members, Temporary Dwelling Permit process continues, presentation and discussion of Overnight Accommodation Overlay present and future
- Visit and consideration of conservation easement with Division of Wildlife at Three Forks Ranch.

Sarah Stock
- No reports at this time

Kevin Walker
- No reports at this time

Evan Clapper
- No reports at this time

Mary McGann
- Canyonlands Solid Waste Authority Meeting
- UAC Public Lands Meeting, recusal from voting on Committee positions due to unfamiliarity with topics

Elected Official Reports (none at this time)

Commission Administrator Report

Commission Administrator Mallory Nassau
- Meeting with Fire Dept. regarding next steps for annexation process
- Exploring County website updates
- Meeting regarding Pack Creek fire cleanup
- Elissa Martin hired as Planning and Zoning Director
- Transportation Master Plan Open House
- Upcoming Special Event 'Philosophy' meeting on 7/6
- Thank you to all involved in executing 4th of July Fireworks Celebration

Approval of Minutes (Gabriel Woytek, Clerk/Auditor) (11:46)

June 7th, 2022 (County Commission Regular Meeting)

June 21st, 2022 (County Commission Regular Meeting)

Motion by Commissioner Clapper to approve the minutes from June 7th, 2022 and June 21st, 2022.

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

DRAFT

Motion Passes 5-0

General Business - Action Items, Discussion and Consideration of:

A. Approving Grand County Certified Tax Rates for 2022 (12:27)

Presentation
Clerk/Auditor Woytek presented the Tax Rate Summary as shown in the packet.

Motion by Commissioner Walker to approve the final 2022 Grand County Certified Tax Rates, as presented on proposed forms PT-693, for Grand County Operations, Library, and Assessing & Collecting.

Motion Seconded by Commissioner Hedin

Discussion
Commissioner Walker sought clarification regarding the 'maximum by law' tax rate quoted on tax rate summary document shown in the packet. Clerk/Auditor Commissioner Stock sought clarification that the tax rate is certified by Grand County Clerk/Auditor.

Motion passes 5-0

B. Resolution Approving the Final Plat of the Ridges Minor Subdivision Located At 3059 Desert Rd. (Parcel No. 02-0021-0010) (17:03)

Presentation
Planning Director Elissa Martin presented the Plat as shown in the packet.

Motion by Commissioner Hedin to approve the Findings of Fact set forth in the staff report dated April 4th, 2022 and the proposed Resolution approving the Final Plat of the Ridges Minor Subdivision.

Motion Seconded by Commissioner Stock

Discussion (none at this time)

Motion passes 5-0

C. Approval of Finding of No Significant Impact and Notice of Intent to Request the Release of Funds from the U.S. Department of Housing and Urban Development to Housing Authority of Southeastern Utah through the Self-Help Homeownership Opportunity Program (SHOP) (19:20)

Presentation
Commission Administrator Nassau provided background for

Motion by Commissioner Stock to approve the finding of no significant impact and notice of intent to request the release of funds from the U.S. Department of Housing and Urban Development to Housing Authority of Southeastern Utah through the Self-Help Homeownership Opportunity Program (SHOP).

Motion Seconded by Commissioner Walker

DRAFT

Discussion (none at this time)

Motion passes 5-0

Consent Agenda – Action Items (21:35)

D. Annual Court Security Contract Ratifying the Chair's signature on a letter to the School and Institutional Trust Lands Administration (SITLA)
E. Letter to BLM Requesting Consideration of Changing Route Designations in the Sand Flats Recreation Area in Order to Reduce Nighttime Noise Impacts Approving Specialized Services Agreement between Grand County, Utah State University and Utah Conservation Corps

Motion by Commissioner Walker to adopt the Consent Agenda as listed by the Chair.

Motion seconded by Commissioner Hedin

Discussion Commissioner Clapper clarified that the letter to the BLM is just a request for consideration.

Motion passes 5-0

DRAFT

Discussion Items (none at this time)

Public Hearings - Possible Action Items (none at this time)

Closed Session(s) (none at this time)

Vice-Chair McGann adjourned the meeting at 4:25 p.m.

_____
Jacques Hadler
Chair, Grand County Commission

_____
Gabriel Woytek
Grand County Clerk/Auditor

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

TITLE:	Approving resolution to consider tax relief for applicants making up to 120% of the income limit.
FISCAL IMPACT:	Estimated maximum of $11,100
PRESENTER(S):	Chris Kauffman

Prepared By:
CHRIS KAUFFMAN – GRAND COUNTY TREASURER

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:
I move to approve the resolution to consider tax relief for applicants making up to 120% of the income limit.

BACKGROUND:
Last year, some Commission members expressed an interest in helping tax relief applicants who were just over the household income limit set by the State. Consequently, I drafted a resolution expressing the Commission's intent to consider tax relief for applicants making 120% of the limit. 120% was picked because it seemed reasonable and was close to a failed limit increase proposed during this year's legislative session.

If this resolution passes, applications that exceed the State limit but do not exceed 120% of that limit, will be brought to the Commission for consideration of tax relief. The tax relief considered will be the same as the Indigent Abatement, which this year will be half of the taxes due or $1,110, whichever is less. Just like the Indigent Abatement, providing this relief would be entirely up to the discretion of the Commission each year.

In addition to the being below 120% of the State's limit, applicants would need to meet all of the other criteria for the Indigent Abatement. These include; being at least age 65 or disabled or experiencing an extreme hardship, residing in your home at least 10 months of the year and being a US citizen or legally present in the US.

Had this resolution been in place last year, it would have affected 1 out of the 4 applications that were denied for being over income. However, there are certainly applications that were never submitted because they knew they would be over income. I estimate a maximum of 10 households would benefit from this resolution annually, with a total tax relief amount of $11,110. Like most other tax relief, this would slightly depress the collection rate and result in minimally higher taxes for other tax payers. The total tax relief in 2021 was $273,740, so I estimate this resolution resulting in an increase of about 4% of the overall total.

ATTACHMENT(S):
Resolution

GRAND COUNTY, UTAH

RESOLUTION NO. _____ (2022)

WHEREAS, housing costs in Grand County have been rising steeply in recent years;[1]

WHEREAS, the Grand County Commission ("County Commission") desires to help qualifying low-income households afford their housing through property tax relief;

WHEREAS, the County Commission is given authority to provide tax relief in § Utah Code 59-2-1347 which states in part: "If any interested person applies to the county legislative body for an adjustment or deferral of taxes levied against property assessed by the county assessor, a sum less than the full amount due may be accepted, or the full amount may be deferred, where, in the judgment of the county legislative body, the best human interests and the interests of the state and the county are served;"

WHEREAS, the State of Utah annually sets a household income limit for tax relief in accordance with Utah Code § 59-2-1208 and referred to hereafter as the "Tax Relief Income Limit," which is $35,807 in 2022;

WHEREAS, in addition to meeting the income requirement, in order to be a qualifying household for the Indigent Abatement, taxpayers must also be either elderly, disabled or experiencing an extreme hardship;

WHEREAS, the Utah Legislature introduced House Bill 401 in the 2022 General Session, which would have raised the tax relief income limit by about 27% to $45,807, but failed to pass it;

WHEREAS, the Grand County Commission is interested in offering additional tax relief for qualifying households making 20% more than the tax relief income limit, or $42,968 in 2022, who may still have difficulty affording their housing;

NOW THEREFORE BE IT RESOLVED by the Grand County Commission that:

1. The Grand County Commission hereby expresses its intent to exercise its authority to provide tax relief to applicants with a gross household income equal to or less than 120% of the Tax Relief Income Limit ("Eligible Applicants").

2. To receive this tax relief, Eligible Applicants shall submit an application as described in Utah Code § 59-2-1804 for the Commission's review and decision, which shall be entirely at the discretion of the Grand County Commission.

3. Tax relief hereunder, if granted, shall be in the form of a tax cancellation and in the same amounts as the Indigent Abatement defined in Utah Code § 59-2-1803 and 1804, which amount totals half of the taxes due or $1,110, whichever is less, in 2022.

---

[1] Per the Utah Association of Realtors, the median home listing price was $792,000 in June 2022, trending up 85.5% year-over-year, and the median home sales price as of May 2022 is $694,000, which is unattainable by the annual household median income in Grand County of $52,000.

APPROVED by Grand County Commission in a regular public meeting on _____ by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission: **ATTEST:**

Jacques Hadler, Chair Gabriel Woytek, Clerk/Auditor

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 5, 2022

TITLE:	Approving relief for 2021 property tax for parcel 02-0SWA-0008
FISCAL IMPACT:	Between $1,082.16 and $1,998.92
PRESENTER(S):	Cecelia Showalter and Chris Kauffman

Prepared By:
CECELIA SHOWALTER

CHRIS KAUFFMAN – GRAND COUNTY TREASURER

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve relief for property tax for 2021 for parcel 02-0SWA-0008 in the amount of $_____.

BACKGROUND:

1. Which parcel(s) are you requesting forgiveness for?
   Parcel 02-0SWA-0008

2. What tax years are you requesting forgiveness for?
   2021

3. Are you requesting forgiveness for the tax or just for the penalty and interest?
   There were no penalties or interest for 2021.

4. What are the reason(s) that you are requesting forgiveness?
   Fixed income (social security. Cecelia is making payments but struggling given property tax increases with not enough increase in social security to compensate.

Additional information from the County Treasurer's Office

Cecelia Showalter, the owner of parcel 02-0SWA-0008 contacted the Treasurer's Office earlier this year because her mortgage payments had increased substantially. Ms. Showalter had been applying for and receiving tax relief for since 2015. However, in 2021 she did not submit an application. The Treasurer's Office mailed an application to her in May of 2021 and made several phone calls to remind her of the need to apply. Ms. Showalter stated that she may remember a phone call but that she forgot to apply and has been having difficulty remembering things. Because there was no application for tax relief and values in Spanish Valley increased in 2021, Ms. Showalter's taxes increased from $205.00 in 2020 to $1,998.92 in 2021. Ms. Showalter's mortgage company paid the 2021 taxes on time and then increased her mortgage escrow payments to cover the 2021 taxes and to build up the escrow to pay the anticipated 2022 taxes.

Ms. Showalter has already applied and qualified for tax relief for 2022. I have sent an estimated 2022 tax amount to the mortgage company in an attempt to convince them to reduce her escrow

payment. It seems doubtful that this will be successful. Some of Ms. Showalter's escrow payments should be refunded to her when her escrow account is re-evaluated after the 2022 taxes are paid which will include the tax relief. However, the amount needed to cover the 2021 taxes will not be refunded.

Ms. Showalter explained that the new higher mortgage payment is unsustainable for her and she is concerned about being able to remain in her home. Sadly, we are not able to accept tax relief applications after the end of the year. However, the County Commission is able to grant tax relief at any time and for any reason they see fit. I advised Ms. Showalter of the option of applying to the County Commission for tax relief. If the Commission grants tax relief for 2021, it would result in a refund payment to Ms. Showalter because the taxes have already been paid.

One option that the Commission could consider is to grant $1,082.16 in tax relief which is the amount that would have been abated if Ms. Showalter had applied in 2021. This relief is a lower percentage of the total tax than in prior years because the Assessor's Office has determined that the building on the property is a duplex with two primary residences. Tax relief can only be applied to one residence. Ms. Showalter states that a relative is living in one side of the duplex.

If tax relief is granted, the cost would be borne by the taxing entities. It will not increase taxes on any other tax payers because it is not for the current year and won't impact the collection rate.

ATTACHMENT(S):
2022 Tax Roll Master Record

GRAND COUNTY CORPORATION

July 6, 2022

Tax Roll Master Record

03:54:26PM

Parcel: 02-0SWA-0008 Serial #:WAGNER 4-B 5-B SEC Entry: 452366

Name: SHOWALTER RICK NEIL

c/o Name:

Address 1: 1191 WAGNER AVE

Address 2:

City State Zip: MOAB UT 84532-0000

Mortgage Co: CORELOGIC

Status: Active

Year: 2021 District: 002 SPANISH VALLEY 0.010853

Property Address

WAGNER AVE 1191

MOAB 84532-0000

Acres: 0.25

Owners	Interest	Entry	Date of Filing	Comment
SHOWALTER RICK NEIL	HW JT	452366	10/13/2000	(0553/0154)
SHOWALTER CECELIA MAE	HW JT	452366	10/13/2000	(0553/0154)

		2021 Values		
Property Information	Units/Acres	Market	Taxable	Taxes
BR01 PRIMARY RES. BLDG	0.00	130,942	72,018	781.61
BR01 PRIMARY RES. BLDG	0.00	128,932	70,913	769.62
LR01 RES. IMPROVED LAND	0.25	75,000	41,250	447.69
Totals:	0.25	334,874	184,181	1,998.92

Property Type	Year Built	Square Footage	Basement Size	Building Type
BR01 PRIMARY RES. BLDG	1960	1,109		1/2 DUPLEX
BR01 PRIMARY RES. BLDG	1960	1,109		1/2 DUPLEX

Payments / Abatements

11/21/2021	2021	01:33 PM	00139469	CORELOGIC	Current Check (C) 1,998.92

Total Payments & Abatements: 1,998.92

****** ATTENTION!! ******

Tax Rates for 2021 have been set and approved. All taxes levied shown on this printout for the year 2021 should be correct.

2021 Taxes:	1,998.92
Special Fees:	0.00
Penalty:	0.00
Abatements:	(0.00)
Payments:	(1,998.92)
Amount Due:	0.00

Review Date

03/11/2021

2021 Taxes Paid!

Taxing Description

LOT 4 & S 17 FT LOT 5 BLOCK B WAGNER SUBDIVISION ALSO: BEG SE COR LOT 4 BLOCK B; WAGNER SUB; N 94 FT; E 16 FT; S 94 FT; W 16 FT POB. 0.25 AC AND IN SEC 7 T26S R22E

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

19 JULY, 2022

Agenda Item:

TITLE:	Fiscal Incentive Grant (FIG) for Expansion of Trail Ambassador Program
FISCAL IMPACT:	Grant match existing in 2022 budget. Funds for reimbursable grant purchases needed in 2022 budget.
PRESENTER(S):	Madeline Logowitz, Director, Active Transportation & Trails Anna Sprout, Responsible Recreation Program Coordinator, Active Transportation & Trails

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the grant State OHV Fiscal Incentive Grant (FIG) application with a match amount as approved by the Commission.

BACKGROUND:

Grand County Active Transportation & Trails (GCATT), in collaboration with several partners, has developed a Trail Ambassador Program to educate non-motorized recreation groups at popular trails and trailheads. To date in 2022, between 2-4 Ambassadors have encountered close to 30,000 members of the public and delivered a pre-defined educational program to 18,000 of that number (approximately 60%).

The FIG program provides funding for a variety of projects focused on OHV trail users, including educational programs. GCATT would like to match existing funds for responsible recreation programming with the FIG program to expand the existing Trail Ambassador program to include the OHV community on motorized trails and trailheads. Development for this new program would be done in collaboration with local motorized groups, land managers, and other local stakeholders.

Just like the non-motorized Trail Ambassador program, the educational objectives of this new branch of the program would be to teach trail users about:

1. How to protect yourself on the trail (safety considerations, how to be prepared for the desert environment)
2. How to protect the environment (minimum impact practices specific to this area, such as the importance of staying on the trail due to biocrust and how to properly dispose of human waste)
3. How to respect others on the trail (trail etiquette such as yielding practices)

ATTACHMENT(S):

1. Draft text and figures for application

Grant Abstract:
Annual visitation to the Moab area has doubled in the last decade, and this number continues to grow. Education about minimum impact behaviors in the desert environment is crucial to maintaining the trails, the landscape, and a sustainable economy based on outdoor recreation.

Grand County has established a successful Trail Ambassador program for non-motorized user groups that is tailored to local issues and, with support from local partners, seeks support to expand the program to include the growing OHV community. Trail Ambassadors positions are paid, part-time positions for individuals with a background in OHV recreation and a knowledge of local trails that educate the public at popular trails and trailheads and provide "preventative SAR" services to improve trail safety.

Goals of the program are to teach trail users:

1. How to protect themselves in the environment (how to prepare for the climate, choose a route that is suited to their experience level)
2. How to protect the environment (the importance of staying on the trail in an ecosystem that has biocrust, as well as other issues specific to the trail such as how to protect cultural sites if present, etc)
3. How to respect others on the trail (trail etiquette such as right-of-ways and yielding, how to appropriately share the trail, etc)

Grant funding requests:

- 2 part-time motorized Trail Ambassadors
- Content development for motorized educational materials
- Trail Ambassador station materials, such as EZ UP tents, uniforms, SPOT Devices, etc.
- One or two vehicles (dependent on the amount available to commit as a match) that are capable of travel on beginner and intermediate (below Level 5) 4x4 trails in the area.

Trailheads/trail locations TBD

This grant opportunity is the first of many steps to expand the Trail Ambassador program to include motorized trails. Collaboration and input from local groups, stakeholders, and land management agencies is necessary to develop a successful new program that is tailored towards the user groups.

GCATT
July 2022 OHV FIG Grant
Draft - Budget

Cash Expenditures

Supplies & Materials

Trailhead Tent Setup		Quatity	Cost per Unit	Cost Total	
EZ UP Tent		2	$450	$900	
Tent Anchor/Weight Sets		2	$150	$300	
Table		2	$120	$240	
Table Cover		2	$180	$360	
					$1,800
Ambassador Edu. Kits/Materials		Quantity	Cost per Unit	Cost Total	
Storage Bins		4	$38	$152	
Trail Info Materials	Maps, Books, Fliers, other printed materials	2	$100	$200	
Water Dispensers		2	$40	$80	
Water Jugs		6	$70	$420	
					$852
Safety Items		Quantity	Cost per Unit	Cost Total	
SPOT Device & Activation Fee		2	$315	$630	
Annual SPOT Fee (Flex Plan)		2	$150	$300	
					$930
Sandwich Boards/Signs		Quantity	Cost per Unit	Cost Total	
Sandwich Boards		2	$110	$220	
Sandwich Signs Sets		2	$120	$240	
					$460
Incentive Items	# Purchases in 2-Year Period	Quantity	Cost per Unit	Cost Total	
Stickers	2	5000	$0.23	$2,300.00	
Single-serving Electrolyte Packets	4	5000	$0.26	$5,200.00	
"LNT-Messaged" Waterbottles	2	1600	$3.70	$11,840.00	
Whipflags	2	500	$15	$15,000.00	
TBD				20000	
					$54,340
Uniforms		Quantity	Cost per Unit	Cost Total	
Uniform Set (Tshirt, Longsleeve, Sweatshirt, Hat)		2	$100.00	$200	
					$200
Mileage for 2-Year Period	Vehicle #	Quantity	Cost per Unit	Cost Total	
	2	8000	0.53	$8,480	
					$8,480

Equipment, Supplies, Materials	
Total Cash Expense	**$67,062.00**

Cash Expenditures

Vehicles

Vehicle Type / Package (MSRP)**	Quatity	Cost per Unit	Cost Total	
Jeep Wrangler Rubicon	1	$57,425	$57,425	
Xtreme Recon 35-inch Tire Package	1	$3,995	$3,995	
Can Am Commander	1	$25,000	$25,000	
**GC Fleet manager is researching lower-cost options through State contracts or used vehicles. This figure represents the highest end of the estimate.				**$86,420**

Vehicles	
Total Cash Expense (for new, MSRP)	**$86,420.00**

Cash Expenditures

Program Management, Employee Training & Hours

Training		Quantity	Cost per Person	Cost Total	
4x4 Driving Training		3	$200	$600	*Awaiting quote*
Moab Science Certification™		1 Staff Training Bulk		$2,000	
					$2,600
Staff	**Avg. Hourly Wage***	**Avg. Hrs per Week**	**# Weeks Annually**	**Cost Total**	
Program Management (Adminstrative and Field Supervisor)	$27.00	10	68	$18,360	
Part-Time Ambassador	$20.00	30	44	$26,400	
Part-Time Ambassador	$20.00	30	44	$26,400	
					$71,160

*Determined based on Grand County Policy.

Program Management, Employee Training & Hours	
Total Cash Expense	**$71,160.00**

Donations

Materials	Annual Purchasing Times	Quantity	Cost per Unit	Value Total
Wag Bags from SE Utah Health Dept.	2	1000	$1.73	$3,450.00

Donations	
Total Value	**$3,450.00**

Total Project Cost	**$228,092.00**

Indirect Costs*

*Determined based on Grand County Policy.

Recommended 50% Match

Request that includes Jeep & Can Am	
Recommended to do 50% match	
50% of match (minus value of donations)	$110,596.00
Cash match required (with value of hours contributed by fulltime employees to project over 2 year period subtracted)	$92,236.00

Request that includes only Jeep	
Recommended to do 50% match	
50% of match (minus value of donations)	$98,096.00
Cash match required (with value of hours contributed by fulltime employees to project over 2 year period subtracted)	$79,736.00

40% Match

Request that includes Jeep & Can Am	
40% match (minus value of donations)	$87,786.80
Cash match required (with value of hours contributed by fulltime employees to project over 2 year period subtracted)	$69,426.80

Request that includes only Jeep	
40% match (minus value of donations)	$77,786.80
Cash match required (with value of hours contributed by fulltime employees to project over 2 year period subtracted)	$59,426.80

Minimum Allowable Match (25%)

Request that includes Jeep & Can Am	
25% match (minus value of donations)	$53,573.00
Cash match required (with value of hours contributed by fulltime employees to project over 2 year period subtracted)	$35,213.00

Request that includes only Jeep	
25% match (minus value of donations)	$47,323.00
Cash match required (with value of hours contributed by fulltime employees to project over 2 year period subtracted)	$28,963.00

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

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

Prepared By:

Christina Sloan,
Grand County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

SUGGESTED MOTION:

I move to adopt the ordinance enacting a temporary land use regulation prohibiting the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the Thompson Special Service District Boundary, to be effective August 1, 2022.

BACKGROUND:

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

The SSD is currently seeking permission from the BLM to develop a new spring on federal land. In addition, the SSD is seeking to purchase new water rights in the area, but no such transactions have occurred to date. And TSSD and the Utah Division of Water Rights and Division of Drinking Water are working together to potentially resolve some issues with existing SSD water rights, which will decrease the deficit. However, these processes are expected to take at least 6 more months to finalize/resolve, per BLM communications on June 9, 2022 and the TSSD on July 7, 2022. For these reasons, the related parties have been supportive of a moratorium on new construction or development until the SSD can demonstrate sufficient source capacity.

Similarly, the Grand County LUC requires an applicant prove statutorily compliant water availability before a building permit or subdivision application may be approved. And while hauling water from a GWSSA or City of Moab load-out is technically viable, this is not a long-term solution on which new development should rely (and they may not survive the Colorado River compact renegotiation).

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

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

Attachments:

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

GRAND COUNTY, UTAH
ORDINANCE NO. ____ (2022)

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

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

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

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

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

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

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

WHEREAS, pending a water study to evaluate the source capacity and compliance with State requirements of the Thompson Special Service District (the "SSD"), the Commission adopted Ordinance No. 640 on August 3, 2021 imposing a six-month moratorium prohibiting construction, subdivision approval, and other development within the Thompson SSD Boundary;

WHEREAS, due to the completed water study by Sunrise Engineering which found, in conformance with Utah drinking water rules and regulations, a 40% water deficit in the SSD's water supply, the Commission adopted Ordinance No. 655 on February 1, 2022 imposing a six-month moratorium prohibiting construction, subdivision approval, and other

development within the Thompson SSD Boundary;

WHEREAS, the SSD has submitted a permit application to the Bureau of Land Management ("BLM") in August 2020 to develop an additional spring on federal land, as modified in February and November 2021 upon request of the BLM, which agency is still reviewing the application for completeness before proceeding with an environmental assessment, an approximately six-month process;

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

WHEREAS, the SSD also intends to work with the Utah Division of Water Rights, Utah Division of Drinking Water, and the Utah Division of Environmental Quality to address issues with one of its existing water rights and assumptions used in the Sunrise Engineering report to potentially reduce its paper water deficit but the SSD has not yet made progress with these state agencies;

WHEREAS, the SSD, BLM, and the State of Utah anticipate such new source permitting/development and additional water rights analysis may take up to an additional six (6) months or more;

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

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

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

1. Finds that compelling, countervailing public interest justifies this temporary land use regulation for the reasons stated above;

2. Prohibits temporarily the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval requiring new water connections within the boundary of the Thompson Special Service District, as identified in ***Exhibit A***; and

3. This temporary land use regulation shall begin August 1, 2022 and remain in effect until the County, in coordination with its referral agencies, determines that the SSD has developed sufficient additional source capacity to justify the termination of this regulation; provided, however, that the duration of this temporary land use regulation shall not exceed six (6) months.

To preserve the peace and health of the County, its residents, and its visitors, this Ordinance

shall take effect immediately upon publication in the *Times Independent*, pursuant to State law.

APPROVED by Grand County Commission in a regular public meeting on July 19, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

GRAND COUNTY COMMISSION:

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

EXHIBIT A

16 15 14 13 18 17 16 15

21 22 23 24 19 20 21 22

T21S R19E T21S R20E

28 27 26 25 30 29 28 27

33 34 35 36 31 32 34

04 03 02 01 06 05

T22S R19E T22S R20E

09 10 11 12 07 08

Tax ID Code

1	27
11	3
2	4
21	5
22	6
23	7
24	9

Townships

Sections

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

TITLE:	Terminating Ken Lord Ground Lease dated 12-18-2018 and Approving new Ground Lease for Canyonlands Hangars, LLC for Lot 108 at Canyonlands Regional Airport
FISCAL IMPACT:	Lease revenue
PRESENTER(S):	Tammy Howland, Airport Director

Prepared By:

Tara Collins
Assistant to CNY Airport Director
435-259-4849
tcollins@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

Complete
July 13, 2022

RECOMMENDATION:

I move to terminate the ground lease with Ken Lord for Lot 108 dated December 18, 2018 and approve a new ground lease with Canyonlands Hangars, LLC for Lot 108.

BACKGROUND:

Ken Lord entered into a ground lease with the County for vacant Lot 108 on December 18, 2018. He and a new business partner are now ready to construct a hangar on the premises. They would like to start their lease over to maximize the term of their lease; and the County would like to enter into a new lease to use its new lease form with terms more favorable to the County.

The new lease for Lot 108 is in the name of Canyonlands Hangars, LLC, which is made up of 2 members: Vermillion Enterprises, LLC (Ken Lord) and High Performance Hangars, LLC (Laurel Catto).

On June 6, 2022, the Airport Board approved the termination of the old lease. On July 11, 2022, the Airport Board unanimously approved the new lease.

Tenant received 2 quotes for general liability insurance, both of which were prohibitively expensive. The County Attorney explained how there is an insurance exception for market availability for the airport (special needs). Therefore, general liability insurance is not needed until actual construction of the hangar begins, at which time Tenant will submit a Certificate of Insurance for County approval. The other insurance types are not currently necessary since they have no commercial activity on the lot, no commercial autos or employees, no hangars are currently built or operated, and no improvements are currently constructed.

ATTACHMENTS:

1) Ken Lord Ground Lease dated 12-18-2018, for Lot 108
2) Termination of Ken Lord Ground Lease of 12-18-2018
3) New Ground Lease for Canyonlands Hangars, LLC, for Lot 108
4) Email from State of Utah confirming application for waiver of Workers' Compensation Insurance
5) 2 quotes for liability insurance showing market availability
6) Available Upon Request:
   Certificate of Organization, Canyonlands Hangars, LLC;
   Statement of Authority for High Performance Hangars, LLC,
   and organizing documents for Vermillion Enterprises, LLC.

Ground Lease Agreement at Canyonlands Field between [Ken Lord] and Grand County

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of December 18, 2018, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **[Ken Lord]**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "**Premises**") located on Canyonlands Field (hereinafter referred to as "Airport") consisting of (40' x 50') 2,000 square feet, more or less, as more particularly described in Exhibit "A" attached hereto as [108 W. Aviation Way, Moab, UT 84532].

1. TERM.

The term of this lease shall be for a period of [30] years commencing on [January 1st, 2019] and shall expire at midnight on [January 30th, 2049]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years as per Article 30 of this Lease.

2. RENT.

(A) Tenant agrees to pay County during the term of this Lease an annual rent of **$460.00**, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is **[$0.23]** per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

(C) Tenant acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for:
   a. the storage of private aircraft and related tools and equipment, and/or
   b. the storage or aircraft for the operation of a licensed business, and/or
   c. the operation of an aviation-related business.

(B) Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "**Public Airport Facilities**" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

(C) Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

(D) Tenant hereby acknowledges and agrees to meet any minimum standards established by County related to the construction of a hangar or other similar structure on the Premises and to abide by and follow such rules and regulations for the Airport as established, adopted or amended by County from time-to-time and that this Lease this Lease is subordinate to any and all such standards, rules and regulations.

(E) County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

4. SIGNS

(A) Tenant shall not, without the prior written approval of County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon. The term "**sign**" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.

(B) Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by County in writing shall become conditions of this Lease.

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. All construction plans and specifications for any future remodeling, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction activity on the Premises, including landscaping. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved

by County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

(B) Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [6] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.

(C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

6. TITLE TO PREMISES; TENANT FINANCING

(A) Upon the expiration or earlier termination of this Lease in accordance with its terms, all improvements to the Premises shall automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any Leasehold Mortgagee (defined below) or other lender who has a lien against all or any portion of Tenant's interest in this Lease or in the said improvements. Tenant shall thereafter have no further rights thereto or interest therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Lease, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Except as otherwise provided by this Lease, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements. Upon or at any time after the date of the expiration or earlier termination of this Lease in accordance with its terms, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which (i) conveys all of Tenant's right, title, and interest in and to the Premises and improvements; (ii) assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and (iii) conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

(B) Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "**Leasehold Mortgage**") on Tenant's interest in the improvements constructed by Tenant and Tenant's leasehold interest in the Premises. Such Leasehold Mortgage shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the

holder of a Leasehold Mortgage (a "**Leasehold Mortgagee**") seeks forecloses on the interests subject to the Leasehold Mortgage, County will recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagee or any purchaser at a foreclosure sale to remove any improvements from the Premises.

7. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "**Impositions**"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

8. NET LEASE

This Lease shall be without cost to County for the maintenance or operation of Premises. Tenant represents that Tenant has inspected the Airport, all its premises and facilities and that Tenant accepts the condition of the same and fully assumes all risks incident to the use thereof. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all improvements and facilities thereon at Tenant's sole cost and expenses.

9. REPAIR AND MAINTENANCE

(A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport. County shall not be required to repair or maintain the Premises in any way. Tenant expressly waives the right to make repairs at the expense of County provided for in any statute or law now in effect or hereafter enacted.

(B) If Tenant fails to make any repairs or do any work required of it under the terms of this Lease within thirty (30) days after written notice of the need therefore has been given by County to Tenant, County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

10. ALTERATIONS AND ADDITIONS

Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit "A". Tenant may at any time and from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding $10,000.00 in cost shall be made without the prior written approval of County. All such alterations, additions, installations, placement, erections or changes shall be subject to Article 5 herein. All other fixtures, equipment and personal property, whether or not affixed or

attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

11. UTILITIES

(A) Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by County or applicable service provider and County assumes no responsibility for such utilities.

(B) County will provide a utility easement for service lines to the Premises in a location acceptable to County. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

12. FIRE EXTINGUISHERS

It is understood and agreed that Tenant will at its own expense install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws. Said fire extinguishers and other equipment shall meet all applicable requirements, and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

13. INDEMNIFICATION

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

14. INSURANCE

(A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars ($2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any; (c) Workers' Compensation Insurance as required by the State of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the

Premises, at full replacement cost with no coinsurance limits maintained. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Lease.

(B) Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by County, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

15. OBLIGATIONS OF COUNTY

(A) Clear Title.
County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease and as the same may be extended as hereinafter provided.

(B) Operation as Public Airport.
County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

(C) Approval of Plans.
In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

(D) Maintenance of Airport.
County reserves the right to develop, improve, and maintain all Public Airport Facilities as County shall see fit. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter

may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that County assumes no responsibility for damage or loss that may occur to Tenant's property on the Premises, and the only obligation County assumes is that it will not negligently or willfully and intentionally damage the property of the Tenant.

17. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year. Should such damage or destruction (a) exceed $10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair in conformance with Article 5. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

18. RELOCATION OF PREMISES

(A) County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days prior written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and the Tenant may not surrender possession of the original structure until they have constructed a new structure or one (1) year after the purchase of the structure, whichever comes first. No termination, whether by County or Tenant, shall be effective until Tenant has received payment for structure as provided above.

(B) County shall also have the right upon (60) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description

and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

19. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay annual rent or any other fee or other sum of money to County when the same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises and, in any such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

20. CANCELLATION BY TENANT

This Lease shall be subject to cancellation by Tenant after the happening of one or more of the following events:

(A) The permanent abandonment of the Airport for general aviation.

(B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.

(C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.

(D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

(E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

21. RIGHTS UPON TERMINATION

Upon termination of this Lease for any reason, including expiration of the full term of said Lease, and any extensions or renewal, County may require Tenant to remove any structures Tenant has title to from the Premises. Said removal shall occur at Tennant's expense and shall be complete, including the capping of all utility services as prescribed by County at time of removal. Removal shall be complete and acceptable to County within four (4) months from the date of termination of this Lease. If Tenant elects to remove said structure as per this paragraph, such removal shall not commence until the Tennant posts a bond with County in an amount to be mutually agreed upon, but in any case sufficient to indemnify County against any costs that might be incurred by County if Tennant shall for any reason fail to complete the removal of said structure and the cleanup of the Premises within four (4) months of said termination of this Lease.

22. NON-DISCRIMINATION

Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:

(A) The Tenant for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.

(B) Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.

(C) That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

23. SPONSOR'S ASSURANCES

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

24. RIGHT OF FLIGHT

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

25. NOTICE AND PLACE FOR PAYMENT OF FEES

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

[Ken Lord]
[230 N 1680 E]
[Building F]
[St. George, UT 84790]
Phone; [801-891-9218]
Email: [dr.kenlord@gmail.com]

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

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

Or at any other such place as County may designate to Tenant in writing. Fees shall be paid to County at the address set forth in this Article 2. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with (a) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and (b) a photo static copy of the deed or other instrument by which such interest passed.

26. BOARDS RIGHT TO INSPECT

Tenant agrees that County may inspect the Premises at any reasonable time with respect to fire prevention and to determine the use for which the Premises are being utilized. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant's hangar or other structures on the Leased Premises, and upon notice form County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

27. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

28. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council , State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after

reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

29. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld, conditioned or delayed.

30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease term.

31. COSTS AND ATTORNEYS' FEES

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

32. MISCELLANEOUS PROVISIONS

(A) The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

(B) Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the partied hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.

(C) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

(D) The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

(E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.

(F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

(G) All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

Witness the hands of the parties the day and year first above set forth.

ATTEST: _____

Ken Lord, (Owner) Date

ATTEST: Mary McGann 12-18-18

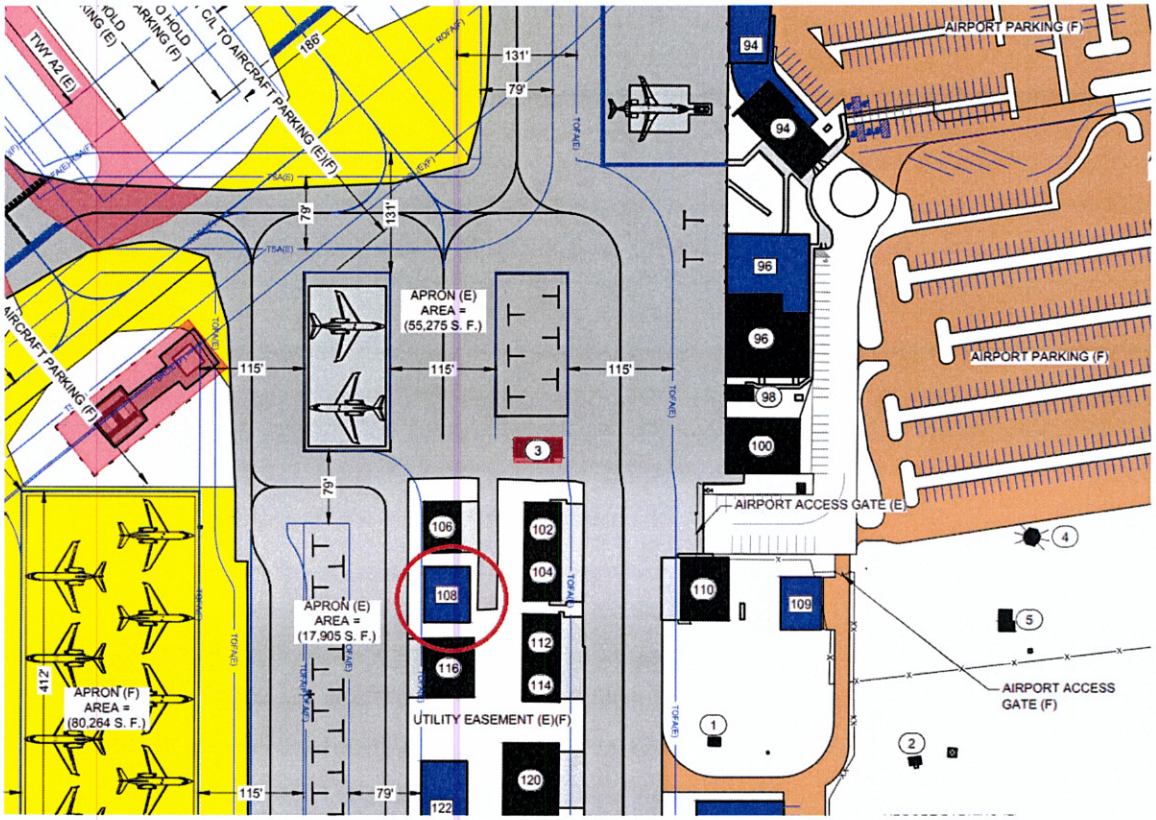
Mary McGann, Grand County Council Chair Date

ATTEST: Diana Carroll 12-18-1

Diana Carroll, County Clerk Date

Attached: Exhibit "A" Description of Lease Area

4846-9703-5567, v. 2


TWY A2 (E)
AIRCRAFT PARKING (E)
AIRCRAFT PARKING (E)(F)
186'
131'
79'
115'
APRON (E)
AREA =
(55,275 S. F.)
APRON (E)
AREA =
(17,905 S. F.)
APRON (F)
AREA =
(80,264 S. F.)
412'
UTILITY EASEMENT (E)(F)
AIRPORT PARKING (F)
AIRPORT ACCESS GATE (E)
AIRPORT ACCESS
GATE (F)
94
96
98
100
102
104
106
108
110
112
114
116
120
122
109
1
2
3
4
5

TERMINATION OF GROUND LEASE AGREEMENT BY AND BETWEEN GRAND COUNTY UTAH CANYONLANDS REGIONAL AIRPORT AND KEN LORD

This Termination of Ground Lease Agreement (“Termination”) is made as of the ___ day of June, 2022, by and between GRAND COUNTY, a Utah political subdivision ("County"), whose address is 125 East Center St., Moab, UT 84532, and KEN LORD, an individual whose address is 230 N 1680 E, Bldg F, St. George, UT 84790 ("Tenant"), collectively referred to hereinafter as the “Parties” and individually as a “Party.”

RECITALS:

A. The Parties entered into a Ground Lease Agreement, dated December 18, 2018, (“Ground Lease”) with respect to the lease of 2,000 square feet, more or less, described therein and known as 108 W. Aviation Way, Moab, UT 84532 (“Space”)

B. The Parties desire to terminate the Ground Lease upon entering into a new Airport Lease and License Agreement for the Space by and between the County and Canyonlands Hangars, LLC, a Utah limited liability company (the “New Lease”).

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

1. Termination of Ground Lease. The Ground Lease shall be terminated upon the effective date of the New Lease and shall, as of that date, have no further force or effect.
2. No defaults. The Parties hereby represent and warrant, each to the other, that, to the best of their knowledge, the covenants of the Ground Lease have been fully performed through the date hereof, and that there are no defaults, violations, breaches or damages outstanding by any party to the Ground Lease.
3. Applicable Law. This Termination shall be construed under Utah law and shall be interpreted in the Utah Seventh District Court.

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

ATTEST:__

_____ _____
KEN LORD DATE

ATTEST:

_____
Jacques Hadler, Grand County Commission Chair DATE

ATTEST:

_____
Gabriel Woytek, County Clerk DATE

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT BY AND BETWEEN

GRAND COUNTY UTAH
CANYONLANDS REGIONAL AIRPORT
AND

CANYONLANDS HANGARS, LLC
FOR

LOT 108

Airport Property Lease and License Agreement
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AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement ("Agreement"), is made and entered into this 19th day of July, 2022 by and between GRAND COUNTY, a Utah political subdivision ("County"), at 125 East Center St., Moab, UT, 84532, and CANYONLANDS HANGARS, LLC ("Tenant"), at P.O. Box 7609, Aspen, CO 81612, collectively referred to hereinafter as the "Parties" and individually as a "Party."

RECITALS:

A. The County is the owner and operator of the Canyonlands Regional Airport ("Airport"), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

B. The Parties now desire to enter into this Agreement to lease said tract of land or leasable space from County premises ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

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

1. PREMISES
    a. Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
        i. The square footage of a seventy foot by seventy foot (70' x 70') lot or space having 4,900 total square feet of space, hereinafter "Space," located on a tract of land (Lot 108) at the Airport, which leased space being more particularly described in Exhibit A, which is attached hereto.
    b. As-Is Condition; No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED

UNDER THIS AGREEMENT NOT WITHIN THE COUNTY'S CONTROL.

2. INITIAL TERM
    a. The Tenant and County mutually agree to lease the Premises from the County for an initial term of 30 years commencing on the 19th day of July, 2022 (hereinafter the "Effective Date") and ending on the 18th day of July, 2052.

3. AGREEMENT RENEWAL
    a. Subject to Section 6, so long as Tenant is not in Default, the Parties may, by mutual agreement in writing, renew this Agreement (hereinafter referred to as "Renewal Term") for up to four (4) separate five-year (5-year) intervals. This Lease may not be renewed for more than four 5-year Renewal Terms.
    b. Tenant will provide a written request to the County not less than one hundred and twenty (120) days prior to the expiration of the Agreement or Renewal Term for each additional term of five (5) years.
    c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and determine whether the Tenant shall be required to improve the Premises during the Renewal Term.
    d. Rent in Renewal Terms shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
    e. Each Renewal Term is subject to County approval, which may not be unreasonably withheld; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or does not agree to the conditions imposed under Section 3(c) and (d).

4. RENT
    a. Rent. Tenant agrees to pay County the Base Rate of one thousand two hundred twenty-five dollars ($1,225.00) as established in the County Fee Ordinance, calculated as twenty-five cents ($0.25) per square foot (4,900) per year ("Rent").
        i. Rent shall be paid in advance, and may be paid annually or in monthly installments.
        ii. If paid annually, Year 1 Rent shall be paid in advance, prorated from the Effective Date through December 31, 2022, and all other Rent shall be paid annually on January 2 of each year or within 30 days of invoice by the County.
        iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.

b. Place of Payment. All payments due by Tenant to County under this Agreement shall be remitted to:
    i. **County Clerk, 125 East Center St., Moab, Utah 84532**.
c. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").
d. Rental Adjustments:
    i. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year ("Rent").
    ii. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.

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

6. EXPIRATION/TERMINATION
    a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements (as defined in Section 11) in place to an incoming third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County's sole discretion and subject to the County's RFP process).

b. In the event that Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to ownership by the County; provided that such improvements shall be surrendered to County in the condition in which Tenant is required to maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.
c. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its original condition at the expense of the Tenant.
d. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.
e. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.
f. Nothing herein shall prohibit the County from issuing a request for proposals or similar solicitation ("RFP") for a new tenant for the Premises and entering into a new Lease Agreement upon then-acceptable terms and then-market rent with the prior tenant for the same Premises if said prior tenant submits the most competitive proposal in response to the RFP.

7. COUNTY RIGHT OF FIRST REFUSAL
   a. If, at any time during the term of this Agreement, Tenant, in response to a bona fide offer from a third party to purchase all or part of any Tenant Improvement, desires to sell or otherwise dispose of such interest, it shall notify County in writing of the contract offer and provide a copy of said contract. County shall have the right to purchase the Tenant Improvements on the same terms by notifying Tenant, within 30 days of receipt of the notice, in writing whether it wishes to purchase such Improvements at the price and on the same terms. If County elects to purchase such Improvements, Tenant shall be bound to convey, assign, or otherwise transfer such interest to County promptly thereafter at such price and on such terms. If County elects not to purchase such Improvements or fails to give notice of its intention within the 30-day period, Tenant shall be free to convey, assign, or otherwise transfer such interest to the third party at a

price not less than stated in the notice or on more favorable terms than those stated in the notice. Any conveyance by Tenant to a third party shall be subject to the terms of this Lease.

b. Notwithstanding Section 7(a), Tenant shall provide the notice required in this Section 7 no less than sixty (60) days prior to expiration or termination of this Agreement.

c. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of this Agreement, such Tenant Improvements shall revert to the County as provided in Section 6.

8. USES AND PRIVILEGES OF TENANT

a. Premises Use. Tenant shall use the Premises solely for the construction, operation, repair, storage and maintenance of a private aircraft hangar or other similar structure intended and used for:

i. Storing active aircraft;
ii. Sheltering aircraft for maintenance, repair, or refurbishment but not indefinitely storing non-operational aircraft;
iii. Storage of aircraft for the operation of a licensed business;
iv. Constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
v. Storing aircraft handling equipment (i.e. tow bar, tow equipment, work benches, tools, and materials);
vi. Storing materials related to an aeronautical activity (i.e. office equipment, teaching materials and tools, items used for incidental uses);
vii. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Premises;
viii. The operation of an aviation or aeronautical related business;
ix. Parking a vehicle on the Premises in areas where aircraft are usually stored.

b. Premises Prohibited Uses. Tenant understands the following uses of the Premises are considered "Prohibited Uses" and are expressly prohibited by this Agreement:

i. Use as a residence;
ii. Operation of a non-aeronautical business (i.e. limo/taxi service, car rentals, car and motorcycle storage, and non-aeronautical business office space);
iii. Activities that impede the movement of aircraft in and out of the structure or other aeronautical contents of the structure;
iv. Activities that displace the aeronautical contents of the structure or impede access to aircraft or other aeronautical contents of the structure;
v. Storage of household items that could be stored in commercial storage facilities;

vi. Long-term storage of derelict aircraft and parts;
vii. Storage of items or activities prohibited by local, state or federal laws;
viii. Inappropriate and illegal storage of fuel and other dangerous hazardous materials;
ix. Storage of inventory or equipment that are unrelated to aeronautical use.

c. Prior Written Authorization. Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
   i. Authorization to expand Tenant's use of the Premises may be withheld completely at the discretion of the County.
   ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.

d. Granted License. Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

e. Premises Ingress and Egress. Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

f. Prevent Hazards. County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

g. County Right to Enter. County shall have the right to enter the Premises and any building upon Airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement, and in accordance with:
   i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;

ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;
iii. Prior arrangement for necessary inspections related to compliance.
1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.

h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises, and must provide a key or entry instructions to the Airport Director.

9. MINIMUM STANDARDS AND RULES AND REGULATIONS
a. Compliance. Tenant, throughout the duration of this Agreement, shall comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County.
b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of this Lease shall control.

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

11. IMPROVEMENTS
a. "Improvements" or "Tenant Improvements" as used in this Agreement shall include any buildings, structures, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant, including a hangar.

b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.
c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenant's operations thereon.
e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.
    i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches, designs and specifications for all construction activity on the Premises, including landscaping.
    ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.
    iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility for such shall at all times remain with Tenant.
f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.
    i. Tenant agrees to complete Form FAA 7460-1Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.
    ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.
g. Tenant shall begin construction of their Improvements within one (1) year of the Effective Date of this Lease and shall not allow their building permit to lapse for any period of time or this Lease shall be automatically void and of no further force or effect. In the event that Tenant begins but fails to complete construction of a hangar or other Improvements, Tenant shall

remove such partial Improvement and restore the site to its original condition at its sole cost and expense.

h. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, the County shall require the Tenant to provide to the County a security deposit, letter of credit, or bond from a surety company, acceptable to the County, in an amount sufficient to cover the costs and expenses of removing the Improvements from the Premises. The Tenant's deposit shall not be released until construction of the Improvements are complete.

i. During the Term of this Agreement, Tenant shall own all Improvements permitted by County and constructed on the Premises.

12. FINANCING

a. Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "Leasehold Mortgage") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.

    i. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC (Uniform Commercial Code) financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises upon notification to the County.

b. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.

c. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.

d. In the event the holder of the Security seeks foreclosure on the financed interest, the County shall recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure; (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure; and (iii) pledges to be bound by this Agreement in writing.

e. Nothing herein shall permit a lender, creditor, or any purchaser at a foreclosure sale to remove any improvements from the Premises.

13. TAXES AND LICENSES

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

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

14. REPAIR AND MAINTENANCE

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

15. SNOW REMOVAL

a. County agrees to use reasonable efforts to maintain aircraft movement areas and emergency routes, and to keep aircraft parking areas clear of snow to within ten feet (10’) of any leased lot or structure.

16. ALTERATIONS AND ADDITIONS

a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.
b. Tenant may from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and

replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding $10,000.00 in cost shall be made without the prior written approval of County.

c. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.
    i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
    ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.
d. All alterations, additions, installations, placement, erections or changes shall be subject to the requirements of Section 11 (Improvements).

17. SIGNS

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

18. FIRE EXTINGUISHERS

a. It is understood and agreed that Tenant will, at its own expense, install and maintain fire extinguishers or other fire suppression systems or equipment as is required by federal, state, and local laws.
b. Fire extinguishers and other equipment shall meet all applicable requirements and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

19. UTILITIES

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

c. County will provide a utility easement for service lines to the Premises in a location acceptable to the County.
d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants of Lot 15 shall be able to connect to the utility lines that are installed by the Tenant without compensation.

20. INDEMNIFICATION

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

21. INSURANCE

a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of another person or entity which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
b. County shall not be required to carry insurance on any of Tenant's property or to replace, in whole or in any part, Tenant's property, including Tenant Improvements.
c. Prior to the commencement of construction or any commercial activity on the Leased Premises as well as use of the Leased Premises for aeronautical activities, including aircraft storage, Tenant shall obtain and keep in force applicable insurance coverage of each policy or policies, as follows:

i. **Commercial General Liability / Aviation Liability**: For property damage, bodily injury and personal injury:
    1. $2,000,000 per occurrence and $4,000,000 annual aggregate;

ii. **Commercial Automobile Liability Insurance:** For bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any:
    1. $1,000,000 per occurrence with no limits;

iii. **Ground Hangar Keepers Liability:** For damage to or destruction of aircraft while in or on the Leased Premises:
    1. $1,000,000 each aircraft and;
    2. $1,000,000 for each occurrence; and
    3. With a maximum deductible of $10,000 each and every loss;

iv. **Workers Compensation Insurance:** For bodily injury or death of employees in the amount of legal liability statutory amounts, unless Tenant obtains a waiver from the State of Utah;

v. **Property Insurance**: against all risks of loss to any Tenant Improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained.

d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.

e. Each insurance policy must include Grand County as additional insured.

f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this Section prior to commencement of construction of Tenant improvements or use of the Leased Premises for aeronautical activities, annually in January of each year, and within 5 days of request by the County.

i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.

ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.

iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying Grand County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled

or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

g. In County's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event County requires the Tenant to purchase additional insurance policies or increase policy amounts, County shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling or unable to procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to County. Annual rent and other fees due hereunder shall be payable only to the date of said termination.
h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, customers, guests, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.
i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement. i. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

22. DAMAGE OR DESTRUCTION

a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year.
b. Should such damage or destruction (a) exceed $10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.
c. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
d. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove

all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request.

e. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction or abatement of rent.

23. OBLIGATIONS OF COUNTY

a. Clear Title.
    i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
b. Operation as a Public Airport.
    i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.
c. Approval of Plans.
    i. In the review and approval of Tenant’s plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
d. Maintenance of Airport.
    i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
    ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
    iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County

arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without the Airport.

iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

24. RELOCATION OF PREMISES

a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement.
b. At the time of such relocation, and in the County's sole discretion, the County shall either:
    i. purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises; or
    ii. provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks.
c. County shall also have the right upon ninety (90) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.
    i. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

25. DEFAULT

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

than sixty (60) days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.

ii. Abandonment of Premises.
    1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be considered a material default and breach of this Agreement.

iii. Provides Materially False Information.
    1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.

iv. Bankruptcy or Insolvency.
    1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.
        a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
        b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.

v. Unapproved or Unauthorized Transfer of Interest.
    1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.

vi. Failure to Comply with Insurance Requirements.
    1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be considered a material default and breach of this Agreement.

vii. Other Agreement Provisions.

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

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

i. Right of Surrender.

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

ii. Right to Re-Enter.

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

iii. Right to Relet Premises.

1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due,

if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

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

c. Damages.

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

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

26. COSTS AND ATTORNEY'S FEES; VENUE

a. The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses to enforce this Lease. In any action commenced hereunder concerning the provisions of this Lease, venue shall be in the Moab District Court.

27. CANCELLATION BY TENANT

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

28. QUIET ENJOYMENT

a. County covenants with Tenant that upon performing the County's obligations herein provided, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement, subject to the Airport Minimum Standards and Rules and Regulations.

29. PUBLIC RECORDS

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

30. NON-DISCRIMINATION

a. Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:
    i. The Tenant, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.
    ii. Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title

VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.

iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

b. Affirmative Action.
   i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment.

c. Human Rights Law.
   i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.

d. Enforcement.
   i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.

e. Subordination to Authority Government Commitments.
   i. This Agreement is subordinate to the provisions of any Agreements between County and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of the County entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such modification.

31. RIGHT OF FLIGHT

a. Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in that airspace such noises as may be inherent to the operation of aircraft used for flight in the air; and that County reserves

the right to use such airspace for landing at, taking off from, or operating aircraft on or over said Airport.

32. NOTICE AND PLACE FOR PAYMENT OF FEES

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

Canyonlands Hangars, LLC
P.O. Box 7609
Aspen, CO 81612
Phone: 859-221-7903
1aurelcatto@me.com

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

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

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

With a Copy To:
Airport Director
P.O. Box 404
Moab, Utah 84532

County Attorney
125 East Center St.
Moab, Utah 84532

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

c. No successor to County's interest shall be entitled to receive fee payments until Tenant shall have been furnished with:
   i. a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and
   ii. a photocopy of the deed or other instrument by which such interest passed.

33. COMPLIANCE WITH LAWS

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

34. EVENT OF WAR OR NATIONAL EMERGENCY

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

35. ASSIGNMENT AND SUBLETTING

a. Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises

without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

36. AMENDMENTS.

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

37. SEVERABILITY.

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

38. MISCELLANEOUS PROVISIONS

a. The various rights and remedies herein contained and reserved to each of the Parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
b. Nothing herein contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.
c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to Tenant or others, within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
e. All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.

f. This Agreement shall be construed under Utah law and shall be interpreted in the Utah Seventh District Court.
g. "Tenant" as used herein shall include its successors, assignees, guests, invitees, licensees, personnel, directors, officers, agents, members, and shareholders, and Tenant shall assume responsibility for these listed individuals while they are on the Premises and on Airport property.

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

CANYONLAND HANGARS, LLC, Tenant

BY: HIGH PERFORMANCE HANGARS, LLC, MEMBER

SIGNED BY:_____
Laurel L. Catto, Manager DATE

BY: VERMILLION ENTERPRISES, LLC, MEMBER

SIGNED BY:_____
Ron Kenneth Lord, Manager DATE

GRAND COUNTY

BY:

SIGNED: _____
Jacques Hadler, Grand County Commission Chair DATE

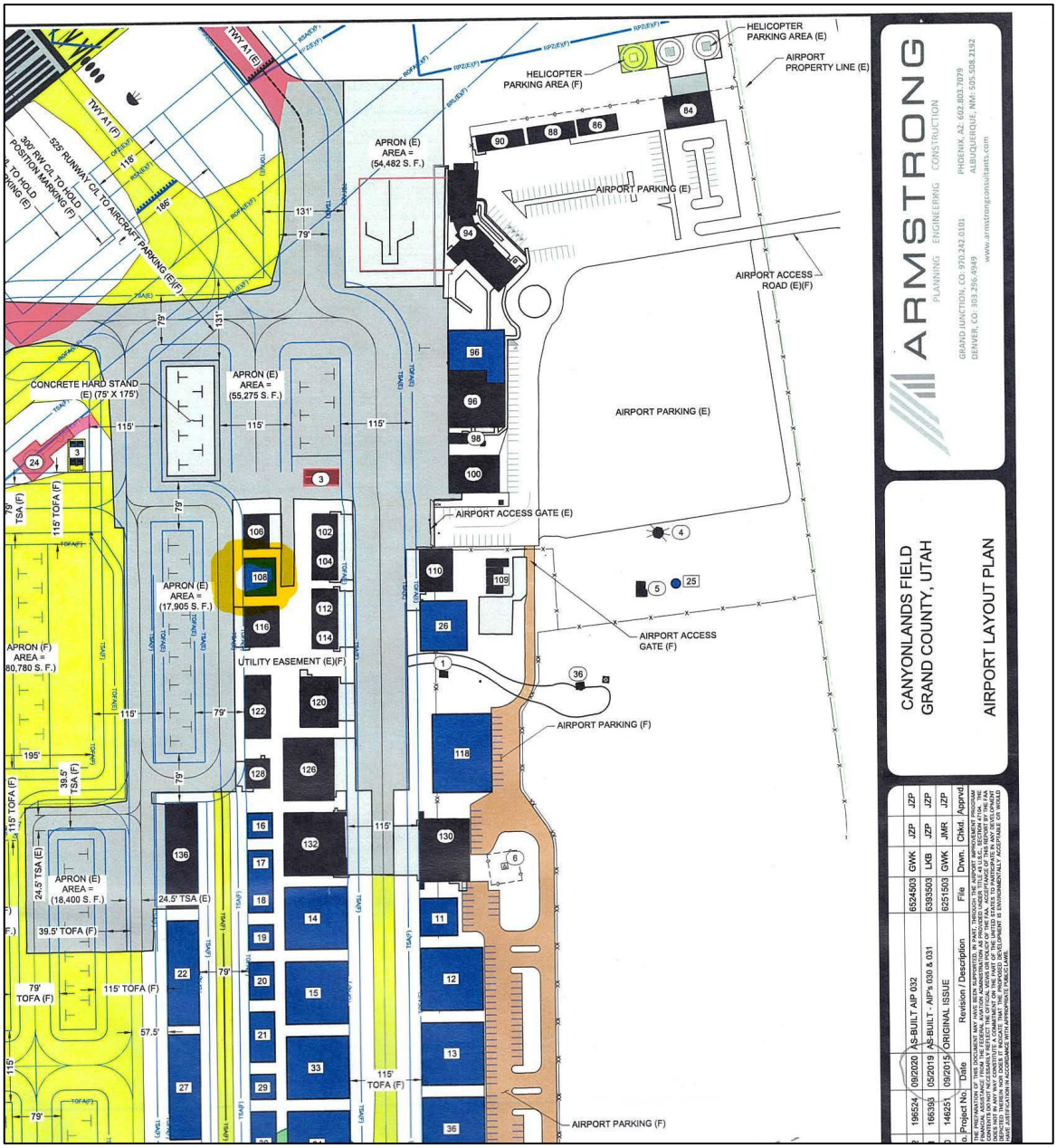
ATTEST: _____
Gabriel Woytek, County Clerk DATE

EXHIBIT A

PREMISES

Description:

SPACE OR LOT 108 as depicted in the attached diagram consisting of 70 feet by 70 feet, or 4,900 sq. ft.



12
Canyonlands Field Airport
Canyonlands Field Airport
Lot 108
Skydive Moab
1985
Imagery Date: 8/24/2019 38°45'42.42" N 109°44'52.68" W elev 4559 ft

EXHIBIT B

APPROVED AIRCRAFT

NONE

Tenant hereby certifies that the Aircraft hereon will be stored on the Premises and the Tenant will notify the County of any change in the status of Aircraft storage.

TENANT

_____
Signature

P.O. Box 7609
Address

Aspen, CO 81612
City / State / Zip

859-221-7903
Telephone

AIRCRAFT

AC NO:

MAKE:

MODEL:

YEAR:

(Attach Copy of A/C Registration)

CANYONLANDS REGIONAL AIRPORT

_____
Airport Director

EXHIBIT C

CERTIFICATES OF INSURANCE (COI)

(Not needed yet)

Tara Collins <tcollins@grandcountyutah.net>

Fwd: WCCW Application Received - Waiver # 4997365

1 message

Laurel Catto <laurelcatto@me.com> Wed, Jul 13, 2022 at 2:25 PM
To: Tara Collins <tcollins@grandcountyutah.net>
Cc: Adrian Scaife <ascaife23@gmail.com>, Ken Lord <dr.kenlord@gmail.com>

We've done all we can do on line…now on to the supporting documents…. Laurel

Begin forwarded message:

From: wccw@utah.gov
Subject: WCCW Application Received - Waiver # 4997365
Date: July 13, 2022 at 1:39:23 PM MDT
To: laurelcatto@me.com

Thank you for applying for a workers' compensation coverage wavier (WCCW). Your online application has been received and will be reviewed.

Remember to submit the required supporting documentation and pay the required, non-refundable application processing fee. When submitting documentation or payment, please reference the waiver number above.

Within two (2) business days, you will receive an email with the issued waiver document or a request for additional information/verification.

For questions concerning the workers' compensation coverage waiver, please visit our website (https://laborcommission.utah.gov/divisions/industrial-accidents/employers/wccw/) or reply to this email notice.

Workers' Compensation Coverage Waiver Department
Phone: 801-530-6268
Fax: 801-526-9628
Email: WCCW@Utah.gov

State of Utah - Utah Labor Commission
160 E 300 S, 3rd Floor
Salt Lake City, UT 84114

Laurel Catto 11:47 AM (4 hours ago)

to me, Tammy, Christina, Adrian, Ken, Josh

Hi Christina,
Please see Assured Partners email thread attached.
See Great American quote at the bottom ($5,000 quote).
We are awaiting a copy of the second quote.
Many thanks and please let us know if you need anything further from Assured Partners.
Laurel

> Begin forwarded message:
>
> **From:** Tony Salazar <Tony.Salazar@assuredpartners.com>
> **Subject: RE: Catto/KCNY Hangar Parcel - GL Proposal**
> **Date:** July 18, 2022 at 10:20:51 AM MDT
> **To:** Laurel Catto <laurelcatto@me.com>
> **Cc:** Josh Jabour <Josh.Jabour@assuredpartners.com>, Adrian Scaife <ascaife23@gmail.com>
>
> Hi Laurel,
>
> Attached is the general liability proposal. Terms are offered through Great American Insurance. I did receive terms from another market at $6,070. I am still waiting to receive terms from other markets. It normally takes 3 to 5 business days to get terms from all the markets.
>
> Regards,
>
> **Tony Salazar**
> *Account Manager*
> d: 972-532-2456 | c: 8:00 AM to 5:00 PM CST
> *Lic# 1895778*
>
> **From:** Laurel Catto <laurelcatto@me.com>
> **Sent:** Monday, July 18, 2022 9:28 AM
> **To:** Tony Salazar <Tony.Salazar@assuredpartners.com>
> **Cc:** Josh Jabour <Josh.Jabour@assuredpartners.com>; Adrian Scaife <ascaife23@gmail.com>
> **Subject:** Re: Catto/KCNY Hangar Parcel (Vacant)
>
> HI Tony,
> Could you please forward the quote?
> It is an annual premium? Cancellable?

Thanks,
Laurel

On Jul 18, 2022, at 7:44 AM, Tony Salazar <Tony.Salazar@assuredpartners.com> wrote:

Hi Laurel,

I just received a quote back today and it came in at $5,000.
I am still waiting to hear back from other markets. I hope to have something by this afternoon.

Tony Salazar
Account Manager
d: 972-532-2456 | c: 8:00 AM to 5:00 PM CST
Lic# 1895778

From: Laurel Catto <laurelcatto@me.com>
Sent: Friday, July 15, 2022 1:21 PM
To: Tony Salazar <Tony.Salazar@assuredpartners.com>
Cc: Josh Jabour <Josh.Jabour@assuredpartners.com>; Adrian Scaife <ascaife23@gmail.com>
Subject: Re: Catto/KCNY Hangar Parcel (Vacant)

Hi Tony,
Any idea when we'll be getting some feedback?
We are trying to keep our approval on track for the July 19 Board of Commissioners meeting.
They put us on the docket, but we'll need to have the official COI asap to stay there.
Thank you!
Laurel

On Jul 14, 2022, at 3:55 PM, Tony Salazar <Tony.Salazar@assuredpartners.com> wrote:

Thank you Laurel.
I've sent it out to the market and will advise terms as soon as I receive them.

Regards,

Tony Salazar
Account Manager
d: 972-532-2456 | c: 8:00 AM to 5:00 PM CST
Lic# 1895778

From: Laurel Catto <laurelcatto@me.com>
Sent: Thursday, July 14, 2022 4:49 PM
To: Tony Salazar <Tony.Salazar@assuredpartners.com>
Cc: Josh Jabour <Josh.Jabour@assuredpartners.com>; Adrian Scaife <ascaife23@gmail.com>
Subject: Catto/KCNY Hangar Parcel (Vacant)

HI Tony,
Here's the application, completed to the best of my ability.
We're building one, 70' x 70' box hangar, for personal use by myself and my partner, Dr. Ken Lord.
We expect construction in early 2023 when we'll get the proper coverage for builders risk, etc.
For now, this policy is just GL for the vacant lot, which the county is requiring prior to issuing our ground lease.
We're under the gun because the County Commission meets Tuesday & we need to get a COI in their meeting packet.
Thanks for your help & call with any questions.
Laurel
859 221 7903

2 Attachments

T ReplyReply allForward

Laurel Catto 3:00 PM (1 hour ago)

to me, Tammy, Christina, Adrian, Ken, Josh

Please see attached re: second vacant lot quote for $6,070.

> Begin forwarded message:
>
> **From:** Tony Salazar <Tony.Salazar@assuredpartners.com>
> **Subject: RE: Catto/KCNY Hangar Parcel - GL Proposal**
> **Date:** July 18, 2022 at 2:23:57 PM MDT
> **To:** Laurel Catto <laurelcatto@me.com>
>
> Hi Laurel,
>
> Attached is the proposal quoted by Chubb.
>
> Regards,

Tony Salazar
Account Manager
d: 972-532-2456 | c: 8:00 AM to 5:00 PM CST
Lic# 1895778

From: Laurel Catto <laurelcatto@me.com>
Sent: Monday, July 18, 2022 11:48 AM
To: Tony Salazar <Tony.Salazar@assuredpartners.com>
Subject: Re: Catto/KCNY Hangar Parcel - GL Proposal

Thanks, Tony,
Could you please attach a copy of the second (and any future) quotes?
Many thanks,
Laurel

> On Jul 18, 2022, at 10:20 AM, Tony Salazar <Tony.Salazar@assuredpartners.com> wrote:
>
> Hi Laurel,
>
> Attached is the general liability proposal. Terms are offered through Great American Insurance. I did receive terms from another market at $6,070. I am still waiting to receive terms from other markets. It normally takes 3 to 5 business days to get terms from all the markets.

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Lic# 1895778

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To: Tony Salazar <Tony.Salazar@assuredpartners.com>
Cc: Josh Jabour <Josh.Jabour@assuredpartners.com>; Adrian Scaife <ascaife23@gmail.com>
Subject: Catto/KCNY Hangar Parcel (Vacant)

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We're under the gun because the County Commission meets Tuesday & we need to get a COI in their meeting packet.
Thanks for your help & call with any questions.
Laurel
859 221 7903

<Canyonlands Hangars, LLC GL Proposal.pdf>

2 Attachments

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

MONTH, DAY, YEAR

Agenda Item:

TITLE:	Approval of Special Event permit for The 2022 RR4W Labor Day Safari & Camp-out.
FISCAL IMPACT:	
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 2022 RR4W Labor Day Safari & Camp-out Special Event Permit under the currently approved special event Ordinance.

BACKGROUND:

The Red Rock 4-Wheelers have been hosting the Labor Day Safari and Camp-out for over thirty years. This event is meant to be a smaller version of their time-honored event, Jeep Safari on a much smaller scale. Registration is limited to 150 vehicles with the motto of “Stay together, Play Together”. Trails are limited to 25 vehicles per trail. RR4W will only be utilizing eight trails on Saturday and Sunday, and six trails on Monday. A limited number of registered participants will be staying at the Moab Rim Campground while the remaining participants choose other amenities. The Red Rock 4-Wheelers will be sponsoring three meals provided by The Moab Masons Club. The Masons will be donating the proceeds from the meals to The Moab free Health Clinic.

ATTACHMENT(S):

- Special Event Application
- Signed OSTA Agreement
- RR4W Tear Sheets
- Supplemental Documents available upon request

Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

noreply@civicplus.com <noreply@civicplus.com>
To: abook@grandcountyutah.net

Fri, May 27, 2022 at 12:46 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH ORDINANCE 643 Special Events with EXH A	/DocumentCenter/View/12787/Ord-643-Special-Events-with-Exh-A
I have read and understand the Grand County, Utah Ordinance 643 Special Events EXH A	Yes
I understand that All Grand County Permittee and Special Events shall comply with any County's Public Health Order and the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event.	Yes
COVID - PLEDGE	/DocumentCenter/View/12786/Compliance-Pledge-FORM-rev-081921

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand the Covid Pledge.	Yes
Statement of Authority	/DocumentCenter/View/12788/STATEMENT-OF-AUTHORITY

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT PLANNING TEMPLATE	/DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.

A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.

OSTA Security / Compliance Officer	Yes
Today's Date	5/27/2022
First Name	Rex
Last Name	Holman
Application Type	Renewal Application
Applying 180 business days prior to the first day of the event?	yes
Applicant Name:	Rex
Business or Organization:	Holman
Mailing Address:	PO Box 832
City	Moab
State	UT
Zip	84532
Email Address:	holmanrex5@gmail.com
Phone:	4352601064
Cell:	4352601064
Event Web Address:	rr4w.com
Contact on-Call During the Event:	Rex Holman
Contact's Cell Phone:	4352601064
Contact's Email:	holmanrex5@gmail.com
Alternative on-Call:	Bob Kraft
Alternative on-Call Cell Phone:	4352600140
Alternative on-Call Email:	4352600140

EVENT DETAILS

Event Name:	RR4W 2022 Labor Day Safari & Camp-out
Specific Description of Event:	Labor Day organized trail ride and camp-out
Preparation Begins	9/3/2022 12:00 AM

Event Start Date & Time	9/3/2022 11:45 PM
Event End Date & Time	9/5/2022 12:45 PM
Clean-up Completed	9/5/2022 12:45 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	OSTA Conference room for logistics only, Moab Rim Camp Groud

Security /Cleaning Deposits

Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.

Concession	*Field not completed.*
Managers/Food Handlers Permit	*Field not completed.*
Concessionaires Insurance	*Field not completed.*
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	*Field not completed.*
Trails or Surrounding Land Use:	Please see attached schedule and permits
Weather/Cancellation Policy:	N/A
Ticket Sales:	*Field not completed.*

"Daily Total Attendance" shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.

Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff &	0

CAPPED @ 150 Vehicles approx. 300 participants

Volunteers	
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff/Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Daily total attendance Staff/Volunteers	0
Daily total of attendance of	0

Participants	
Day Total of Spectators	0

CHECK YES OR NO FOR EACH

1. Event date verified with OSTA?	Yes ✓
2. Will you be serving alcohol?	No
3. Public street/road or parking lot closure?	No
4. Mechandise Sales/Vendors Requiring Sales Tax Collection?	Yes RR4W Merc. Only
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	No
6. Security or Escort required?	No
7. Race, Parade or Pedestrian/Bicycle event?	No
8. Emergency Management Services required?	No
9. Additional needs-portable toilets, waste collection, & recycling?	No
10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?	(Yes) EZ-UP Tents
11. Approval/permits from other entities? (see section 10 below for more details)	(Yes) Health Dept.
12. Is Grand County listed as an Additional Insured on Certificate of Insurance?	Yes ✓
13. Is power required	No
14. Is water required	No
15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)	No

16. Will you require compacting of arena dirt (floor)	No
17. Hiring of OSTA Staff for cleaning during/after event	No
18. Any Special Deliveries	No
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	No
20. Will your event require any Tractor time, or implement use	No
21. Will your event require use of stalls/pens for overnight use.	No
22. Will you event offer overnight camping options.	Yes
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	No

Moab Rim Campground overflow @ OSTA

If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.

Field not completed.

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at abook@grandcountyutah.net *DATES ARE NOT CONSIDERED VERIFIED UNTIL OSTA HAS DATES POSTED ON EVENT CALENDAR* Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services.

Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

Road Department (435) 259-5308 bjackson@grandcountyutah.net

Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.

Street(s)/Road/Hwy to be closed: Attach Detailed Map.	*Field not completed.*
Date of Street or Parking Lot Closure:	*Field not completed.*
Time(s) of Street or Parking Log Closure:	*Field not completed.*
Name of Traffic Control Coordinator:	*Field not completed.*
Phone:	*Field not completed.*

3. ESCORT OR SECURITY:
Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.

Applicants may make their own arrangements for escorts/security or may work directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.

Sheriff's Fees;
Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

The applicant will provide security or escort for the Special Event through the company listed below.

Name of Escort/Security	*Field not completed.*

Company:	
Contact Person Name:	*Field not completed.*
Security Contact Phone:	*Field not completed.*
Email:	*Field not completed.*

4. EMERGENCY MEDICAL SERVICES:

Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.

EMS Guidelines	https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines

EMS Department (435) 259-1301

Indicate One	*Field not completed.*
Agreement (Yes or No)	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
If you have additional Staff/Volunteers upload the information here.	*Field not completed.*
CPR Certifications can be uploaded here or as described below.	*Field not completed.*

The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.

Name of Medical Provider:	*Field not completed.*
Contact Person Name:	*Field not completed.*

Contact Phone:	*Field not completed.*
Email:	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Memeber	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
GPS coordinates for Helicopter Landing Zone (remote event):	*Field not completed.*
GPS coordinates for first aid locations and important intersections:	*Field not completed.*

Livestock Events:
A veterinarian may be required to be on site at all times during your event.

Name of Veterinarian Clinic	*Field not completed.*
First Name	Rex
Last Name	Holman
Street Number	*Field not completed.*
Street Name	*Field not completed.*
Street Type	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Office Number	*Field not completed.*
Cell Number	*Field not completed.*
Emergency Number	*Field not completed.*

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.

Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.

5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:
May require inspection by the Building Department and/or Fire Department. PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	*Field not completed.*

Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.

Building Department (435) 259-1344 bhulse@grandcountyutah.net

Fire Department (435) 259-5557 bmcguffeemoabfire@gmail.com

6. ALCOHOL PERMIT:
Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) www.abc.utah.gov (801) 977-6800

Approval letter from the Grand County Commission and the DABC.
Download approval letters at the bottom of the application in Other Related Documents.

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS WILL START THE 60 DAY PROCESS.

Beer Garden
Include location on the site/sketch plan.

7. BUSINESS LICENSE & SALES TAX COLLECTION
Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.

Attach Business License	*Field not completed.*
Utah State Temporary Sales Tax Application	https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1
Special Event Sales Tax License	https://tax.utah.gov/sales/specialevents#temporary
Attach Utah Sales Tax License	*Field not completed.*

• *http://bit.ly/TempBizForm - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.*

• *http://bit.ly/TempUTStateTax - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.*

Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: specialevent@utah.gov or website: http://tax.utah.gov/sales/specialevents

501(c)3
Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document	*Field not completed.*

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:
It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements

Vendors
Vendors name and location on the site/sketch plan.

Number of Merchandise Vendors:	1

1. Name of Company/Vendor, Contact Name	RR4W
Sales Tax Number	On File
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

B. Food Vendors:

Food Service Vendors require a Food Service Permit, http://grandcountyutah.net/DocumentCenter/View/3725, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.

Food Vendor

Food Vendor name and location on the site/sketch plan.

Additional Insurance requirements for using OSTA concession	*Field not completed.*
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	*Field not completed.*
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*

Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:
If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.

Number & Type of Motor Vehicles to be used (if any):	*Field not completed.*
Number of Walkers/Foot Racers:	*Field not completed.*
Number of Bicyclists	*Field not completed.*
Description of staging/pre-event gathering and finish areas and event route:	*Field not completed.*

9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, & RECYCLING:
The following requirements must be met.

Sanitation - Garbage - Recycling
Name and location of all restrooms, garbage cans, and recycling locations. Site/sketch plan.

Sanitation Service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan.

Bathroom Facilities
Daily restroom hauling and cleaning. Specify their locations on your Site Plan

Sketch.

Sanitation Service Providers Name	*Field not completed.*
Phone	*Field not completed.*
Email	*Field not completed.*
Attach Sanitation Contract if applicable.	*Field not completed.*

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	Garbage cans and dumpster will be provided by Moab Rim Campground
Attach Garbage Contract	*Field not completed.*

Recycling:
Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.

Please describe in detail your recycling plan:	Moab Rim Campground will provide
Attach Recycling Contract if applicable.	*Field not completed.*

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):
Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.

Permits from other entities, if applicable. Please check all that apply:	BLM: (435) 259-2100; www.blm.gov, Forest Service: (435) 259-7155; www.fs.fed.us
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

11. Proof of Insurance
A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $1 million

aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Grand County 125 East Center Street Moab Utah 84532

Upload copy of Certificate of Insurance	*Field not completed.*
Indemnification & Liability Agreement Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit
Indemnification and Liability Agreement	*Field not completed.*

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 643 (2021)
A list/description of Special Events requirements

The list below is for you to check off the documents as you have uploaded them.

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	Conformation from OSTA verifying date. A signed OSTA agreement will be required., Administration fee paid with signed OSTA Rental Agreement, Certificate of liability insurance: current policy names Grand County additionally insured , Site Plan (include First Aid Station), Course Map (if leaving OSTA), Signed Indemnification Agreement , Signed Pledge, Signed Statement of Authority, Notorized property owner(s) signature(s), see attached form (if applicable), Food Service Permit (If applicable), Sanitation service commitments, Recycling/Garbage Plan, Business License or Temporary Business License , Utah State Tax License or copy of 501(c)3, Utah State SE Sales Tax License, Information about fees generated by event - admission charges, booth fees, rental charges, A description of the number and types of vendors planned for the event, Traffic control plan, include fire evacuation routes and suppression, as it pertains to event, Alcohol permit, Dept. of Alcoholic Beverage Control (DABC) and local, (If applicable), Security Plan (If required), Medical Services Plan (Provide specifics outlined in 2018 EMS Event Guidelines), Security List with contact phone numbers, Cleaning Schedule with contact phone numbers, Schedule of daily events, Shuttle Plan, COVID 19 TEMPLATE with written procedure on mask mandate (enforcement), Permits from other entities (If applicable)____City of Moab ____UDOT ____BLM ____Forest Service ____Arches National Park ____DABC ____SITLA____Canyonlands National Park ____Dead Horse Point State Park, Film Permits
Site Plan and/or Detailed Course Map	*Field not completed.*

OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed Course Map	*Field not completed.*
Other Related Documents	*Field not completed.*
2021 Fee Schedule	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL

8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website (grandcountyutah.net) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Rex
Middle Initial	*Field not completed.*
Last Name	Holman
Date	5/27/2022

OSTA Contact Information:
The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St. (Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

Email not displaying correctly? View it in your browser.

GRAND COUNTY
FACILITIES
RENTAL AGREEMENT

Event Name RR4W 2022 Labor Day Safari & Camp-out

Event Date September 3rd – 5th, 2022

Event Contact Person Bob Kraft (President) Rex Holman (Business Manager)

Contact Person's Cell # (435)260-0140 (435) 260-1064

Contact Person's Email moabwilly@gmail.com holmanrex5@gmail.com

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: http://www.grandcountyutah.net to view our Calendar.

√	Possible requirement(s) for your event* * Please consult ____ for more information	Recommended Time Frame
	Special Event Permit (County)—not needed for small events	6-12 months prior
	Sponsors (budgets are set 3 months prior to new year)	1 year prior
	Temporary Alcohol Permit (County & State approval required)	3 months prior
	General Commercial Insurance (Grand County must be designated as Additional Insured)	2 months prior
	Security Deposit by separate check (determined per OSTA policy), from which the non-refundable $50.00 Booking Fee shall be deducted	2 months prior
	Safety Plan (required for some events at the discretion of OSTA's Manager)	Prior to contract signing
	Temporary Business Permit for each out of County vendor ($10 payable to Grand County)	At event
	Payment for Event per Grand County Code Section 3.06.110 (Fees of the Old Spanish Trail Arena Recreation Complex)	Last day of event or up to 1 week after
	Security Deposit refund less deductions for damage, if any	Within 30 days

Old Spanish Trail Arena Conditions of Conduct

General rules

Children must not be subject to alcohol or drugs in any area that they are occupying.
Children must be supervised at all times.
No walking on bleacher tops by anyone.
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

Sound

Music or speech decibel rating from sound systems must not in excess of 85db

Alcohol

Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

Event shut down times

Ballfields events curfew 10:30pm to 7am
Arena events curfew 12pm to 7am

Motorized Vehicles

No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.
Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.
Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking

Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces

Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

Inappropriate behavior

Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits

A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security

OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

Initial_____

GRAND COUNTY
FACILITIES RENTAL AGREEMENT

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and _Red Rock 4-Wheelers_____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: **The Old Spanish Trail Arena Recreation Complex**

Purpose of Function: RR4W 2022 Labor Day Safari & Camp-out

Term of Use: Starting September 3, 2022 Ending September 5, 2022

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
OSTA Main Arena Conference Room Sept. 3rd - 5th, 2022 8AM - 9AM	3	$25.00	$75.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0
Non-Refundable Administration (Fee's Paid for 2022)		$400.00	$0.00
Total Cost of event (subject to ticket sales, business licenses, and concession sales		**Sub Total:**	**$75.00**
Refundable security Deposit (Rolled over from 2022 EJS)	0	$400.00	$0.00
Extended total including refundable security deposit		Total:	$75.00

Initial_____

Security Deposit

Renter shall pay to Coun $800.00 as a Security Deposit, $400.00 of is a Non-refundable Administration Fee pursuant to Grand County Code Section 8.16.100. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

Initial_____

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination by Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

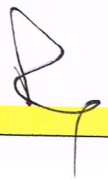
The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.



Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties.**IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

Renter -Dated: 5/27/2022

Signature: _____

By: Rex Hozman (Printed name)

Address: 3641 S Hwy 191 Moab, UT 84532

Phone: 435 260 1064

Email: _____

County Dated: May 25, 2022

Signature: _____

By: Angela Book (Printed name)

Its: OSTA Director

Address: 3641S Hwy 191 Moab UT 84532

Phone: (435) 259-1311 or (435) 259-6226

Email: ~~abook@grandcountyutah.net~~

Initial _____

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): _____

Date(s): _____

Location: Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

1. **Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.**
2. **Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee,** for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. **Hereby agrees** that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. **Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. **Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. Adults signature must be added alongside child's name

	Adults Name	Adults Signature	Childs Name	Childs Signature
1				
2				

Initial _____

Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	**Furniture cleaned** -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	**Building surfaces cleaned** -floors, walls, ceilings, windows, bleachers
Building fixtures cleaned- toilets, urinals, basins, mirrors	**Building fixtures cleaned-** toilets, urinals, basins, mirrors
Garbage's- pick up all garbage, empty and reline trash cans into dumpsters	**Garbage's-** pick up all garbage, empty and reline trash cans into dumpsters
Grounds-pick up garbage and manure.	**Grounds-** repair damage to grass and fences, pick up garbage
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	**Fields- No animal excrement on the fields –must be cleaned up before leaving**
Stalls- clean and remove manure to specified onsite dump	

Initial _____

Exhibit "C"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County Utah as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	**$1,000,000**
Damage to rented premises	**$1,000,000**
Personal Injury	**$1,000,000**
General aggregate	**$2,000,000**
Products Comp/OP AGG	**$2,000,000**

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

Exhibit "D"

Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1. **Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of $5 per stall to be cleaned and a minimum of $35 for the tractor fee.

2. **Set Up and Take Down**: Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.

3. **Banners/Posters/Signs**: NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.

4. **Access to Stalls**: Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event

holder must also allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information**: Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.

6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.

7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include AT LEAST FIVE vehicle spaces available **AT ALL TIMES.** These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.

8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.

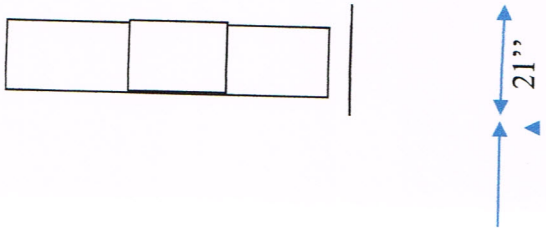
   - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
   - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
   - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
   - There is no access to and from site for non-street licensed vehicles except by trailer.
   - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete

9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

I hereby have read and agree to special terms and conditions.

Signature _____ **Date** 5/27/2022



Emergency Information

Old Spanish Trail Arena

Emergency Medical Services (EMS) ----------> 911

Event Location:

Old Spanish Trail Arena
3641 S. Hwy 191
Moab, UT 84532

Urgent Care Services:

Moab Regional Hospital
450 W Williams Way
Moab, UT 84532

Directions to Hospital:

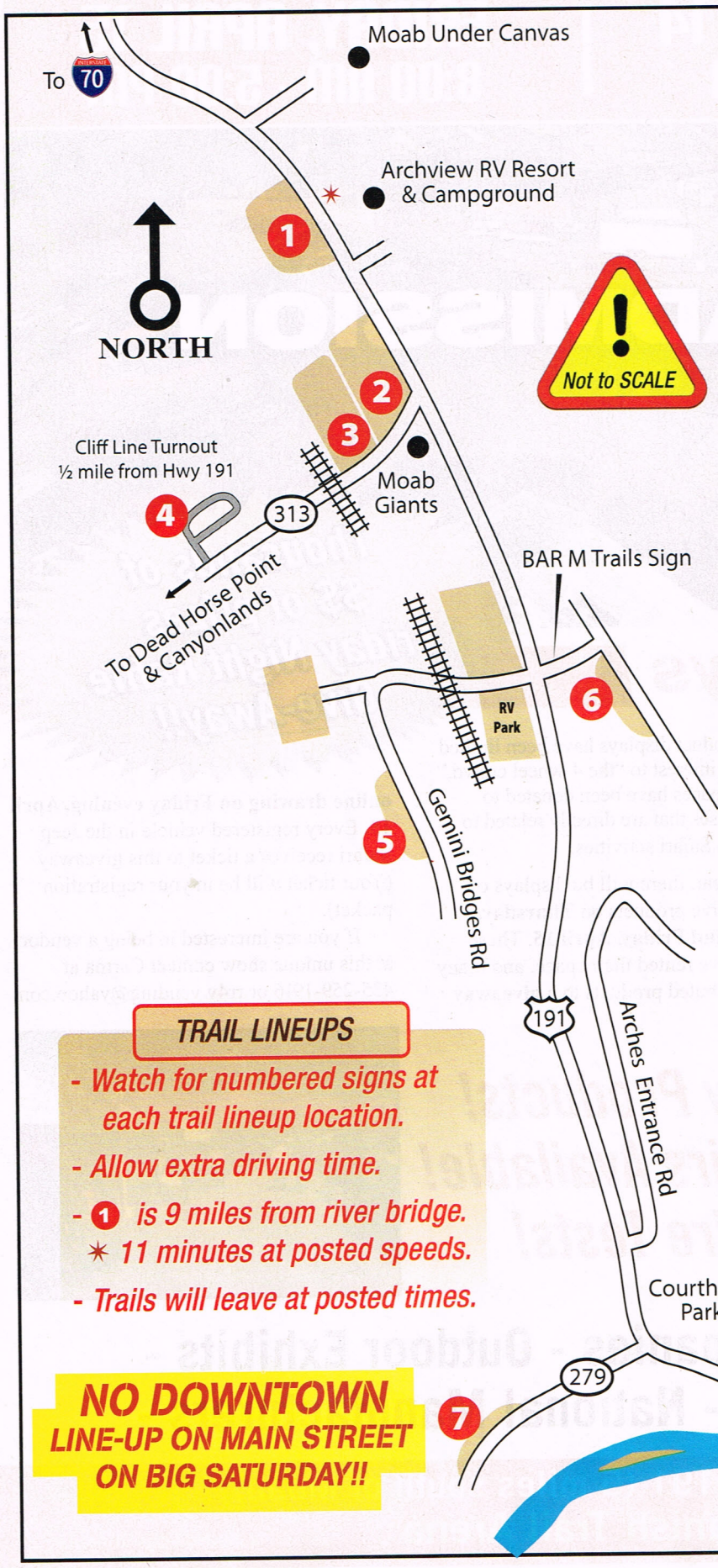
- **Starting from US-191 N**
- **Head northwest on US-191 N toward W Lemon Ln**
- **Turn left onto W 100 S/1st S St**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 mi - about 9 minutes**

Other Emergency Contacts:

Grand County Sherriff's Department → 435-259-8115
Moab City Police Department → 435-259-8938
Moab Fire Department → 435-259-5557

Arena Manager 435 259 6226 or 435 259 1311
If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.

For all building problems please call the Arena Manager.



For Departure Times see SCHEDULE OF TRAILS on pages 46-51

1. **Large parking lot ¼ mile past Hwy 313**
   N 38° 40.810' W 109° 41.537'
   3D
   The Pickle
   7 Mile Rim
   Buttes & Towers
   Wipe Out Hill
2. **North West Corner Hwy 313 & 191**
   N 38° 40.360' W 109° 41.241'
   Secret Spire
   Deadman Point
3. **BLM information Kiosk**
   (next to meeting place #2 NW Corner)
   N 38° 40.330' W 109° 41.242'
   Deadman Springs
   Hey Joe Canyon
4. **Cliff Line Turnout**
   ½ mile from Hwy 191 on Hwy 313
   N 38° 40.047' W 109° 41.761'
   Backwards Bill
5. **Large Lot on Gemini Bridge Access Road**
   N 38° 39.255' W 109° 40.687'
   Gold Bar Rim
   Metal Masher
   Rusty Nail
6. **Bar M Trails Sign** *N 38° 39.363' W 109° 40.595'*
   Copper Ridge
7. **Utah 279 (Potash Road)**
   first pullout on right hand side
   N 38° 36.142' W 109° 36.241'
   Golden Spike
   Poison Spider
   Where Eagles Dare
8. **Courthouse Wash Parking**
   (North Hwy. 191, ½ mi. North of Colorado River Bridge)
   Day Canyon Point
   Crystal Geyser (Saturday)
9. **Lions Park Upper Parking Lot**
   Top of the World
   Hellroaring Rim
10. **Trail Hub SE corner of Hwy 128 & Hwy 191**
    Dome Plateau
    Rose Garden Hill

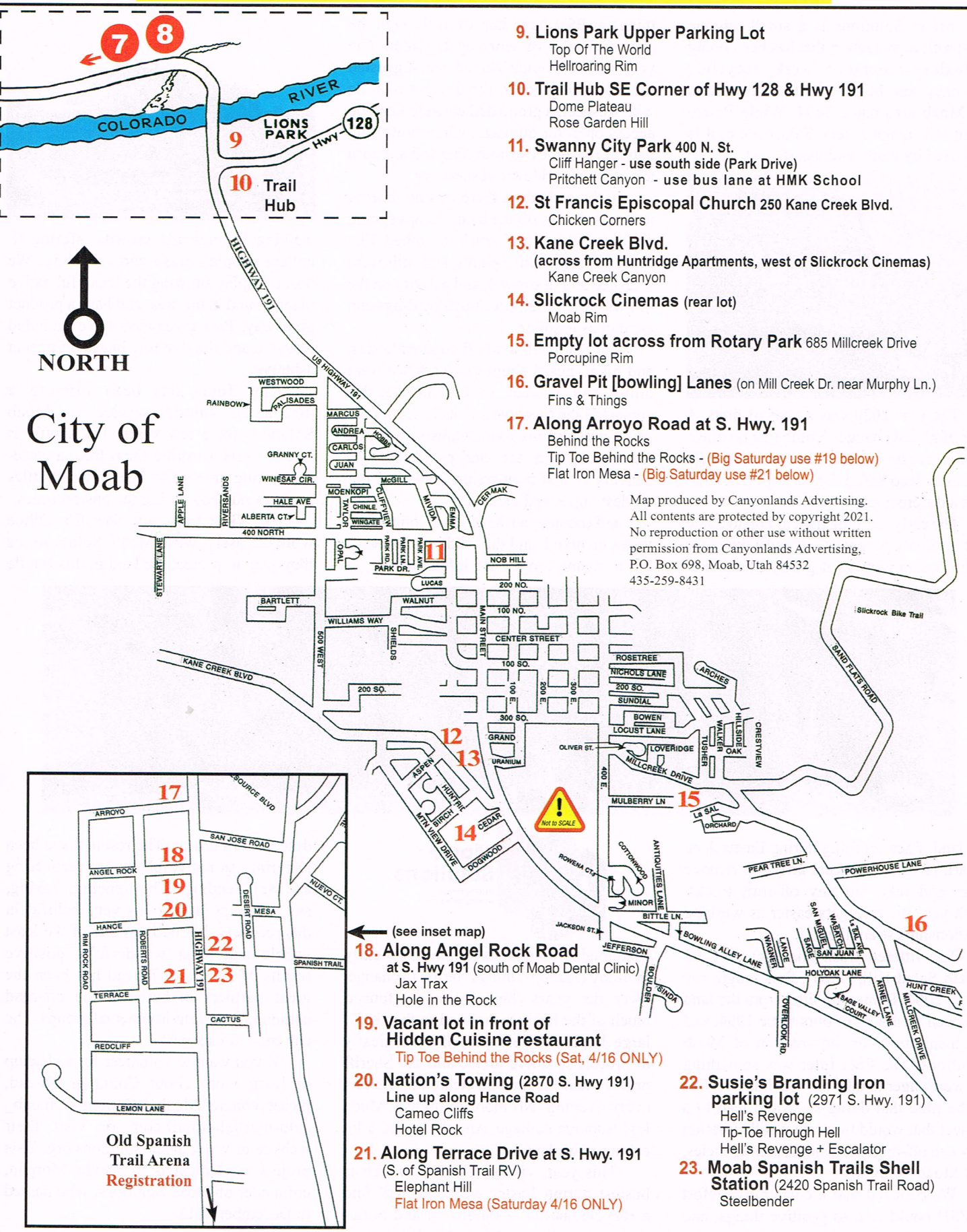
TRAIL LINEUPS

- *Watch for numbered signs at each trail lineup location.*
- *Allow extra driving time.*
- *1 is 9 miles from river bridge.*
  ✶ 11 minutes at posted speeds.
- *Trails will leave at posted times.*

NO DOWNTOWN LINE-UP ON MAIN STREET ON BIG SATURDAY!!

Meeting Places

SEE SCHEDULE OF TRAILS ON PAGES 46-51 FOR DEPARTURE TIMES.



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P.O. Box 698, Moab, Utah 84532
435-259-8431

9. Lions Park Upper Parking Lot
Top Of The World
Hellroaring Rim

10. Trail Hub SE Corner of Hwy 128 & Hwy 191
Dome Plateau
Rose Garden Hill

11. Swanny City Park 400 N. St.
Cliff Hanger - **use south side (Park Drive)**
Pritchett Canyon - **use bus lane at HMK School**

12. St Francis Episcopal Church 250 Kane Creek Blvd.
Chicken Corners

13. Kane Creek Blvd.
(across from Huntridge Apartments, west of Slickrock Cinemas)
Kane Creek Canyon

14. Slickrock Cinemas (rear lot)
Moab Rim

15. Empty lot across from Rotary Park 685 Millcreek Drive
Porcupine Rim

16. Gravel Pit [bowling] Lanes (on Mill Creek Dr. near Murphy Ln.)
Fins & Things

17. Along Arroyo Road at S. Hwy. 191
Behind the Rocks
Tip Toe Behind the Rocks - (Big Saturday use #19 below)
Flat Iron Mesa - (Big Saturday use #21 below)

(see inset map)

18. Along Angel Rock Road
at S. Hwy 191 (south of Moab Dental Clinic)
Jax Trax
Hole in the Rock

19. Vacant lot in front of Hidden Cuisine restaurant
Tip Toe Behind the Rocks (Sat, 4/16 ONLY)

20. Nation's Towing (2870 S. Hwy 191)
Line up along Hance Road
Cameo Cliffs
Hotel Rock

21. Along Terrace Drive at S. Hwy. 191
(S. of Spanish Trail RV)
Elephant Hill
Flat Iron Mesa (Saturday 4/16 ONLY)

22. Susie's Branding Iron parking lot (2971 S. Hwy. 191)
Hell's Revenge
Tip-Toe Through Hell
Hell's Revenge + Escalator

23. Moab Spanish Trails Shell Station (2420 Spanish Trail Road)
Steelbender

Bring your family and join us for the

2022 Labor Day Safari and Camp-out!

If you like to 4-wheel in Moab, a little cooler weather and smaller crowds, then this event offers the things you enjoy. The "Stay Together, Play Together" Labor Day Safari has a little bit of everything and some things the Easter Jeep Safari doesn't offer because of its size. Trails are limited to 25 vehicles, making them smaller and **the entire event is limited to 150 vehicles.** The event is based at the Moab Rim Campark located at 1900 South Highway 191. This full service campground is at the top of the hill as you leave Moab to the South, and is just a short trip to downtown Moab. It has all of the amenities, including water, showers, picnic tables, trees, grass and no mosquitoes. The entire campground has been reserved for the event, but limited RV and tent spaces are available. But, if you aren't a camping-type person you can enjoy the great selection of motels that Moab offers.

Your $150 per vehicle fee includes:

►Exclusively paid for participants – IF you get your reservation in early enough, you will receive a 50% discount on a reserved tent or RV space. Reservations for all accommodations are on a, first come, first reserve basis.

• **1** You must register for the event on the rr4w.com website, EVENT tab to reserve an RV or tent space. **Choose** the type/size site you require **on the checkout page before you click the pay now button** when registering, [Questions - call 1-435-259-ROCK (7625

• **2** We will let the Campark know you are registered with the event and have paid for your site, give us at least 24 hours to move your information to them before calling them for your site number.

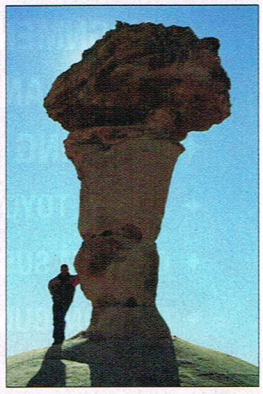
►Cabins are available and can be reserved by contacting the Campark directly at 1-888-599-6622, they will ask you if you have registered for the Event when you call, so be sure to register online at rr4w.com first, there are no discounts for cabins.

Sorry, once the campground is full you will need to make your camping reservations in one of the other fine camparks in the area at your own expense, see the rr4w.com INFO tab for Campark websites.

►A hot breakfast served on Saturday & Sunday and a continental breakfast on Monday cooked up by the Masons. **Starts at 7:00AM Ends 8:30AM.** A delicious dinner served Saturday evening at 5:00PM (Bring your chairs and own beverages.)

►Drawing: You will receive a drawing ticket at check-in. The drawing will take place during/after dinner on Saturday night.

►An Ice Cream Social Sunday night sponsored by iDeal Off-Road and RockHard 4X4, time to be announced.



►You'll enjoy sharing stories with other jeepers, the family friendly atmosphere, and more than likely make some great new friends.

►Daily trail runs led by fun and knowledgeable Red Rock 4-Wheelers.

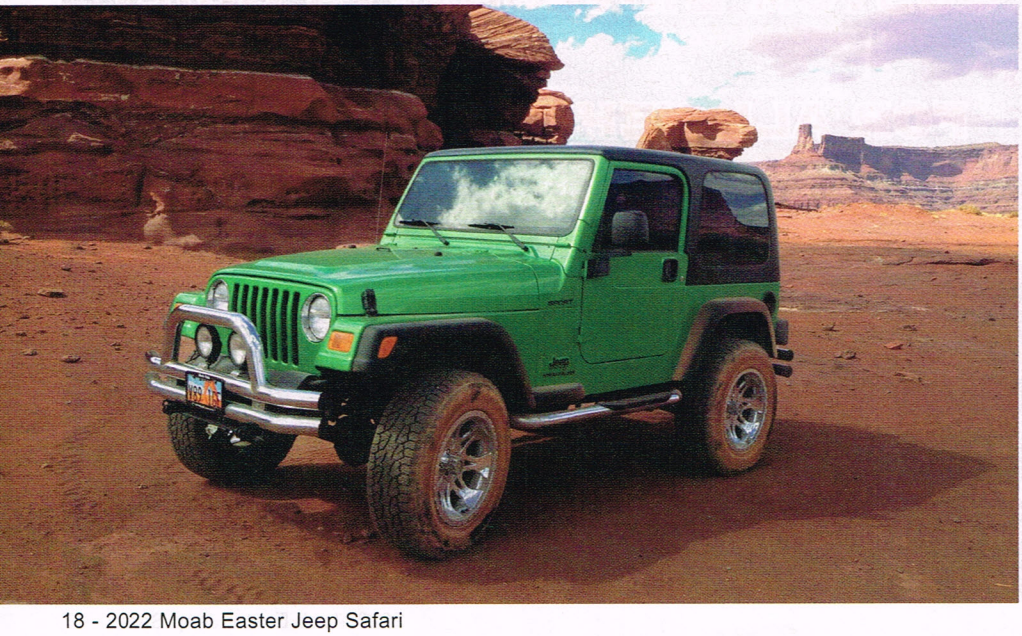
Registration for the event will open online on June 7th, 2022 at 10AM MST. Be sure to let us know: a) how many kids and adults in your party and b) how many breakfasts (for 3 days) & dinner tickets you will need on the checkout page before you click the pay now button when registering on the website.

Once in Moab:

►Check in at the campground or your motel.

►Pick up your registration packet, meal tickets, drawing tickets, etc. at Check in at the Moab Rim Campark during these times:

- Friday, Sept 3rd, 3:00 – 7:30PM
- Saturday, Sept 4th, 7:30AM – to trail departure at 9:00AM & 3:00 – 5:00PM
- Sunday, Sept 5th, 7:30AM – to trail departure at 9:00AM.



September 3, 4, 5 2022

The following trails are scheduled to be run based on registrations and are subject to change. The schedule has been developed with family fun, scenery and short trail days in mind. Each day has a moderate, medium and challenging trail, but not necessarily vehicle damaging trail schedules.

Saturday, September 3rd

7-Mile Rim, rated 4 (CB 25)
Backwards Bill, rated 5 (CB 3)
Deadman Point, rated 3 (CB 35)
Flat Iron Mesa, rated 6 (CB 17)
Hell's Revenge, rated 6 (CB 12)
Poison Spider, rated 6 (CB 11)
Steel Bender, rated 6 (CB 6)

Sunday, September 4th

3D, rated 4 (CB 23)
Behind the Rocks Tip Toe, rated 5 (CB 34)
Dome Plateau, rated 4 (CB 14)
Fins & Things, rated 4 (CB 1)
Jax Trax, rated 5 (CB 36)
Metal Masher, rated 7 (CB 21)
Gold Bar, rated 6 (CB 5)

Monday, September 5th

7-Mile Rim, rated 4 (CB 25)
Buttes & Towers, rated 3 (CB 32)
Fins & Things, rated 4 (CB 1)
Poison Spider, rated 6 (CB 11)
Porcupine Rim, rated 5 (CB 18)
Secret Spire, rated 3 (CB 27)

The "First Timers", two day package offers the same Officials on both Saturday & Sunday and you'll be running with the same participants both days. This is a very popular package for 4-wheelers new to Moab. (Please note, you can still register for another trail on Monday, if you register for the "First Timers" package).

First Timers Package

Saturday, September 3rd

Dead Man Springs, rated 3 (CB 19)

Sunday, September 4th

Cameo Cliffs, rated 4 (CB 32)

All trails depart at 9:00AM on Labor Day
Trail lineup-same as Easter Jeep Safari
See page 28 & 29 in Safari magazine

Attention Red Rock 4-Wheelers

If you are interested in volunteering for Labor Day Safari and Camp-out, we have many volunteer opportunities in addition to Trail leader and Gunner positions. Please look at the scheduled trails for the event this year and phone at 435-259-ROCK and let us know what trails you are interested in. (You will be contacted after June 16th with your assignments and/or any questions we have). You must have a working CB radio!

SPONSOR: If you are interested in Sponsoring the dinner for this event, please contact the Club as soon as possible, no later than two weeks prior to the start date. Call 435-260-1064.

2022 Campout Supporters

iDeal Off-Road
idealoffroad.com

ROCKHARD 4X4

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

MONTH, DAY, YEAR

Agenda Item:

TITLE:	Approval of 2022 Jeep Jamboree Special Event Permit
FISCAL IMPACT:	
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 2022 Jeep Jamboree Special Event Permit under the current Special Event Ordinance.

BACKGROUND:

This will be the 24th annual Jeep Jamboree in Moab. Jeep Jamborees are off-road adventure weekends that bring together the outdoors, down-to-earth people, and their Jeep 4x4s. These off-road treks have a long tradition dating back to 1953. Registration is 135 vehicles spaced over three days with a choice of 10 different trails. Mandatory trail meetings will be at OSTA daily, with scheduled meals at Moab Valley Inn.

ATTACHMENT(S):

- Special Event Application
- Signed OSTA Agreement
- 2022 Moab Itinerary
- Supplemental Documents available upon request

Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

noreply@civicplus.com <noreply@civicplus.com>
To: abook@grandcountyutah.net

Fri, Jun 24, 2022 at 1:47 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH ORDINANCE 643 Special Events with EXH A	/DocumentCenter/View/12787/Ord-643-Special-Events-with-Exh-A
I have read and understand the Grand County, Utah Ordinance 643 Special Events EXH A	Yes
I understand that All Grand County Permittee and Special Events shall comply with any County's Public Health Order and the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event.	Yes
COVID - PLEDGE	/DocumentCenter/View/12786/Compliance-Pledge-FORM-rev-081921

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand the Covid Pledge.	Yes
Statement of Authority	/DocumentCenter/View/12788/STATEMENT-OF-AUTHORITY

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT PLANNING TEMPLATE	/DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.

A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.

OSTA Security / Compliance Officer	~~Yes~~ NO
Today's Date	6/24/2022
First Name	Ty
Last Name	Devereaux
Application Type	New Application
Applying 180 business days prior to the first day of the event?	~~no~~ Yes
Applicant Name:	Jeep Jamboree USA
Business or Organization:	*Field not completed.*
Mailing Address:	2776 Sourdough Flat
City	Georgetown
State	CA
Zip	95634
Email Address:	ty@jeepjam.com
Phone:	5303331462
Cell:	9168258499
Event Web Address:	www.jeepjamboreeusa.com
Contact on-Call During the Event:	Barb Limone
Contact's Cell Phone:	970-778-8235
Contact's Email:	barblimone@gmail.com
Alternative on-Call:	Jeff Mayfield
Alternative on-Call Cell Phone:	417-527-2025
Alternative on-Call Email:	jeff@jeepjam.com

EVENT DETAILS

Event Name:	2022 Moab Jeep Jamboree
Specific Description of Event:	Family Oriented guided tour of Easter Safari trails for Jeep vehicles.

Preparation Begins	10/26/2022 9:00 AM
Event Start Date & Time	10/27/2022 2:00 PM
Event End Date & Time	10/29/2022 8:00 PM
Clean-up Completed	10/29/2022 9:00 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Pavilion, upper parking lot, restrooms

Security /Cleaning Deposits

Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.

Concession	N/A
Managers/Food Handlers Permit	*Field not completed.*
Concessionaires Insurance	*Field not completed.*
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	*Field not completed.*
Trails or Surrounding Land Use:	Trails approved for and used by Easter Jeep Safari.
Weather/Cancellation Policy:	Cancellation is not anticipated
Ticket Sales:	N/A

"Daily Total Attendance" shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.

Number of Event Staff & Volunteers	30
Maximum Number of Participants	260
Number of Spectators	None
Number of Event Staff & Volunteers	30
Maximum Number of Participants	260
Number of Spectators	None

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Number of Spectators	None
Number of Event Staff & Volunteers	N/A
Maximum Number of Participants	N/A
Number of Spectators	N/A
Number of Event Staff & Volunteers	N/A
Maximum Number of Participants	N/A
Number of Spectators	N/A
Number of Event Staff & Volunteers	N/A
Maximum Number of Participants	N/A
Number of Spectators	N/A
Number of Event Staff & Volunteers	N/A
Maximum Number of Participants	N/A
Number of Spectators	N/A
Number of Event Staff/Volunteers	N/A
Maximum Number of Participants	N/A
Number of Spectators	N/A
Number of Event Staff & Volunteers	N/A
Maximum Number of Participants	N/A
Number of Spectators	N/A
Daily total attendance Staff/Volunteers	N/A

Daily total of attendance of Participants	N/A	
Day Total of Spectators	N/A	
CHECK YES OR NO FOR EACH		
1. Event date verified with OSTA?	Yes	
2. Will you be serving alcohol?	No	
3. Public street/road or parking lot closure?	No	
4. Mechandise Sales/Vendors Requiring Sales Tax Collection?	Yes	Jeep only
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	No	
6. Security or Escort required?	No	
7. Race, Parade or Pedestrian/Bicycle event?	No	
8. Emergency Management Services required?	No	
9. Additional needs-portable toilets, waste collection, & recycling?	No	
10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?	Yes	E2-up's Canopies on trailers
11. Approval/permits from other entities? (see section 10 below for more details)	Yes	
12. Is Grand County listed as an Additional Insured on Certificate of Insurance?	Yes	
13. Is power required	No	
14. Is water required	No	
15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)	No	

16. Will you require compacting of arena dirt (floor)	No
17. Hiring of OSTA Staff for cleaning during/after event	No
18. Any Special Deliveries	No
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	No
20. Will your event require any Tractor time, or implement use	No
21. Will your event require use of stalls/pens for overnight use.	No
22. Will you event offer overnight camping options.	No
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	No

If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.

Field not completed.

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at abook@grandcountyutah.net *DATES ARE NOT CONSIDERED VERIFIED UNTIL OSTA HAS DATES POSTED ON EVENT CALENDAR* Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services.

Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

Road Department (435) 259-5308 bjackson@grandcountyutah.net

Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.

Street(s)/Road/Hwy to be closed: Attach Detailed Map.	N/A
Date of Street or Parking Lot Closure:	N/A
Time(s) of Street or Parking Log Closure:	N/A
Name of Traffic Control Coordinator:	N/A
Phone:	N/A

3. ESCORT OR SECURITY:
Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.

Applicants may make their own arrangements for escorts/security or may work directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.

Sheriff's Fees;
Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

The applicant will provide security or escort for the Special Event through the company listed below.

Name of Escort/Security	N/A

Company:	
Contact Person Name:	N/A
Security Contact Phone:	N/A
Email:	N/A

4. EMERGENCY MEDICAL SERVICES:

Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.

EMS Guidelines	https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines

EMS Department (435) 259-1301

Indicate One	*Field not completed.*
Agreement (Yes or No)	No
Name of Staff/Volunteer	Jeremy Padilla
Contact Phone	505-728-7564
Contact Email	jeremypadilla84@gmail.com
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
If you have additional Staff/Volunteers upload the information here.	*Field not completed.*
CPR Certifications can be uploaded here or as described below.	2022 Moab - Jeremy Padilla BLS Card.pdf

The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.

Name of Medical Provider:	*Field not completed.*
Contact Person Name:	*Field not completed.*

Contact Phone:	*Field not completed.*
Email:	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Memeber	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
GPS coordinates for Helicopter Landing Zone (remote event):	*Field not completed.*
GPS coordinates for first aid locations and important intersections:	*Field not completed.*

Livestock Events:
A veterinarian may be required to be on site at all times during your event.

Name of Veterinarian Clinic	*Field not completed.*
First Name	*Field not completed.*
Last Name	*Field not completed.*
Street Number	*Field not completed.*
Street Name	*Field not completed.*
Street Type	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Office Number	*Field not completed.*
Cell Number	*Field not completed.*
Emergency Number	*Field not completed.*

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.

Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.

5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:
May require inspection by the Building Department and/or Fire Department. PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	*Field not completed.*

Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.

Building Department (435) 259-1344 bhulse@grandcountyutah.net

Fire Department (435) 259-5557 bmcguffeemoabfire@gmail.com

6. ALCOHOL PERMIT:
Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) www.abc.utah.gov (801) 977-6800

Approval letter from the Grand County Commission and the DABC.
Download approval letters at the bottom of the application in Other Related Documents.

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS WILL START THE 60 DAY PROCESS.

Beer Garden
Include location on the site/sketch plan.

7. BUSINESS LICENSE & SALES TAX COLLECTION
Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.

Attach Business License	2022 Moab Temp Biz Lic App.pdf
Utah State Temporary Sales Tax Application	https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1
Special Event Sales Tax License	https://tax.utah.gov/sales/specialevents#temporary
Attach Utah Sales Tax License	*Field not completed.*

• *http://bit.ly/TempBizForm - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.*

• *http://bit.ly/TempUTStateTax - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.*

Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: specialevent@utah.gov or website: http://tax.utah.gov/sales/specialevents

501(c)3
Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document	*Field not completed.*

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:
It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements

Vendors
Vendors name and location on the site/sketch plan.

Number of Merchandise Vendors:	1

1. Name of Company/Vendor, Contact Name	Jeep Jamboree USA
Sales Tax Number	68-018-2264
Phone	530-333-1462
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

B. Food Vendors:

Food Service Vendors require a Food Service Permit, http://grandcountyutah.net/DocumentCenter/View/3725, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.

Food Vendor

Food Vendor name and location on the site/sketch plan.

Additional Insurance requirements for using OSTA concession	*Field not completed.*
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	*Field not completed.*
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*

Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:
If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.

Number & Type of Motor Vehicles to be used (if any):	150 Jeep Vehicles
Number of Walkers/Foot Racers:	None
Number of Bicyclists	None
Description of staging/pre-event gathering and finish areas and event route:	Participant registration, morning meetings and staging, and group departure, will be at the dirt lot to the northwest of the indoor arena. Vehicles will use approved Easter Jeep Safari routes throughout the event.

9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, & RECYCLING:
The following requirements must be met.

Sanitation - Garbage - Recycling
Name and location of all restrooms, garbage cans, and recycling locations. Site/sketch plan.

Sanitation Service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan.

Bathroom Facilities

Daily restroom hauling and cleaning. Specify their locations on your Site Plan Sketch.

Sanitation Service Providers Name	*Field not completed.*
Phone	*Field not completed.*
Email	*Field not completed.*
Attach Sanitation Contract if applicable.	*Field not completed.*

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	Participants are required to pack in / pack out all waste from the days trail ride. Waste is then to be properly disposed of at an appropriate location. Guides are instructed to sweep communal areas (AM staging and lunch locations) before departure to ensure no waste is left behind.
Attach Garbage Contract	*Field not completed.*

Recycling:
Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.

Please describe in detail your recycling plan:	Recyclables will be collected by participants during the days trail ride. All participants will be instructed to properly dispose of items upon their return to Moab at days end.
Attach Recycling Contract if applicable.	Participants are encouraged to properly dispose of recyclables upon their return to Moab after the days trail ride.

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):
Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.

Permits from other entities, if applicable. Please check all that apply:	BLM: (435) 259-2100; www.blm.gov, Trust Lands: (435) 259-7417; https://trustlands.utah.gov
Permit from other entity	2021 Moab BLM permit.pdf
Permit from other entity	2022 Moab Signed Trust Lands Permit.pdf
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

11. Proof of Insurance

A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $1 million aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Grand County 125 East Center Street Moab Utah 84532

Upload copy of Certificate of Insurance	2022 Grand County COI.pdf
Indemnification & Liability Agreement Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit
Indemnification and Liability Agreement	*Field not completed.*

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 643 (2021)
A list/description of Special Events requirements

The list below is for you to check off the documents as you have uploaded them.

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	Certificate of liability insurance: current policy names Grand County additionally insured , Site Plan (include First Aid Station), Signed Indemnification Agreement , Signed Pledge, Signed Statement of Authority
Site Plan and/or Detailed Course Map	Site Plan and/or Detailed Course Map (See Below for Details)
OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed Course Map	2022 Moab Site Plan.doc
Other Related Documents	2022 Moab Indemnification .pdf
2021 Fee Schedule	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL

8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special

Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website (grandcountyutah.net) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Ty
Middle Initial	*Field not completed.*
Last Name	Devereaux
Date	6/24/2022

OSTA Contact Information:
The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St. (Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

Email not displaying correctly? View it in your browser.

GRAND COUNTY
FACILITIES
RENTAL AGREEMENT

Event Name Jeep Jamboree

Event Date October 27th – 29th, 2022

Event Contact Person Ty Devereaux

Contact Person's Cell # (530) 333-4777

Contact Person's Email ty@jeepjam.com

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: http://www.grandcountyutah.net to view our Calendar.

√	**Possible requirement(s) for your event*** *** Please consult ____ for more information**	**Recommended Time Frame**
	Special Event Permit (County)—not needed for small events	6-12 months prior
	Sponsors (budgets are set 3 months prior to new year)	1 year prior
	Temporary Alcohol Permit (County & State approval required)	3 months prior
	General Commercial Insurance (Grand County must be designated as Additional Insured)	2 months prior
	Security Deposit by separate check (determined per OSTA policy), from which the non-refundable $50.00 Booking Fee shall be deducted	2 months prior
	Safety Plan (required for some events at the discretion of OSTA's Manager)	Prior to contract signing
	Temporary Business Permit for each out of County vendor ($10 payable to Grand County)	At event
	Payment for Event per Grand County Code Section 3.06.110 (Fees of the Old Spanish Trail Arena Recreation Complex)	Last day of event or up to 1 week after
	Security Deposit refund less deductions for damage, if any	Within 30 days

Old Spanish Trail Arena Conditions of Conduct

General rules
Children must not be subject to alcohol or drugs in any area that they are occupying.
Children must be supervised at all times.
No walking on bleacher tops by anyone.
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

Sound
Music or speech decibel rating from sound systems must not in excess of 85db

Alcohol
Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

Event shut down times
Ballfields events curfew 10:30pm to 7am
Arena events curfew 12pm to 7am

Motorized Vehicles
No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.
Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.
Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking
Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces
Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

Inappropriate behavior
Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits
A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security
OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

Initial_____

GRAND COUNTY
FACILITIES RENTAL AGREEMENT

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and __Jeep Jamboree_____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: **The Old Spanish Trail Arena Recreation Complex**

Purpose of Function: Jeep Jamboree

Term of Use: Starting October 27, 2022 Ending October 29, 2022

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
Upper Parking Lot Rentel 10/27, 10/28, & 10/29	3	$80.00	$240.00
Pavilion Thursday 10/27/22	1	$200.00	$200.00
Main Arena Bathroom Rental 10/27, 10/28, & 10/29	3	$30.00	$90.00
Cleaning fee for bathroom rental 10/27, 10/28, & 10/29	3	$20.00	$60.00
Final Cleaning of Pavilion on 10/27/22 This fee is estimated at a 3 hour clean if more time is needed it will be invoiced separately.	3	$30.00	$90.00
Daily/Overnight Trailer parking will be charged privately and payable directly to OSTA at $5.00 per day/night per vehicle.			$0.00
			$0.00
			$0.00
			$0
Non-Refundable Administration Fee	1	$300.00	$300.00
Total Cost of event (subject to ticket sales, business licenses, and concession sales		**Sub Total:**	**$980.00**
Refundable security Deposit	1	$500.00	$500.00
Extended total including refundable security deposit		Total:	$1,480.00

Initial_____

Security Deposit

Renter shall pay to County $800.00 as a Security Deposit, $300.00 of is a Non-refundable Administration Fee pursuant to Grand County Code Section 8.16.100. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination by Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Initial _____

Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties.**IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

Renter -Dated: 5/10/22

Signature: _____

By: TY DEVEREAUX (Printed name)

Address: 2776 SOURDOUGH FLAT, GEORGETOWN CA 95634

Phone: 530-333-1462

Email: TY@JEEPTAM.COM

County Dated: March 31, 2022

Signature: _____

By: Angela Book (Printed name)

Its: OSTA Director

Address: 3641S Hwy 191 Moab UT 84532

Phone: (435) 259-1311 or (435) 259-6226

Email: abook@grandcountyutah.net

Initial _____

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): _____

Date(s): _____

Location: Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

1. **Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.**
2. **Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee,** for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. **Hereby agrees** that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. **Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. **Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. Adults signature must be added alongside child's name

	Adults Name	Adults Signature	Childs Name	Childs Signature
1				
2				

Initial _____

	Adults Name	Adults Signature	Childs Name	Childs Signature
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	Adults Name	Adults Signature	Childs Name	Childs Signature
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Note extra pages may be added above.

Initial

Exhibit "B"

Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	**Furniture cleaned** -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	**Building surfaces cleaned** -floors, walls, ceilings, windows, bleachers
Building fixtures cleaned- toilets, urinals, basins, mirrors	**Building fixtures cleaned-** toilets, urinals, basins, mirrors
Garbage's- pick up all garbage, empty and reline trash cans into dumpsters	**Garbage's-** pick up all garbage, empty and reline trash cans into dumpsters
Grounds-pick up garbage and manure.	**Grounds-** repair damage to grass and fences, pick up garbage
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	**Fields- No animal excrement on the fields – must be cleaned up before leaving**
Stalls- clean and remove manure to specified onsite dump	

Exhibit "C"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County Utah as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	**$1,000,000**
Damage to rented premises	**$1,000,000**
Personal Injury	**$1,000,000**
General aggregate	**$2,000,000**
Products Comp/OP AGG	**$2,000,000**

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

Exhibit "D"

Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1. **Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of $5 per stall to be cleaned and a minimum of $35 for the tractor fee.

2. **Set Up and Take Down**: Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.

3. **Banners/Posters/Signs**: NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.

4. **Access to Stalls**: Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event holder must also

allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information**: Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.

6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.

7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include AT LEAST FIVE vehicle spaces available **AT ALL TIMES.** These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.

8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.

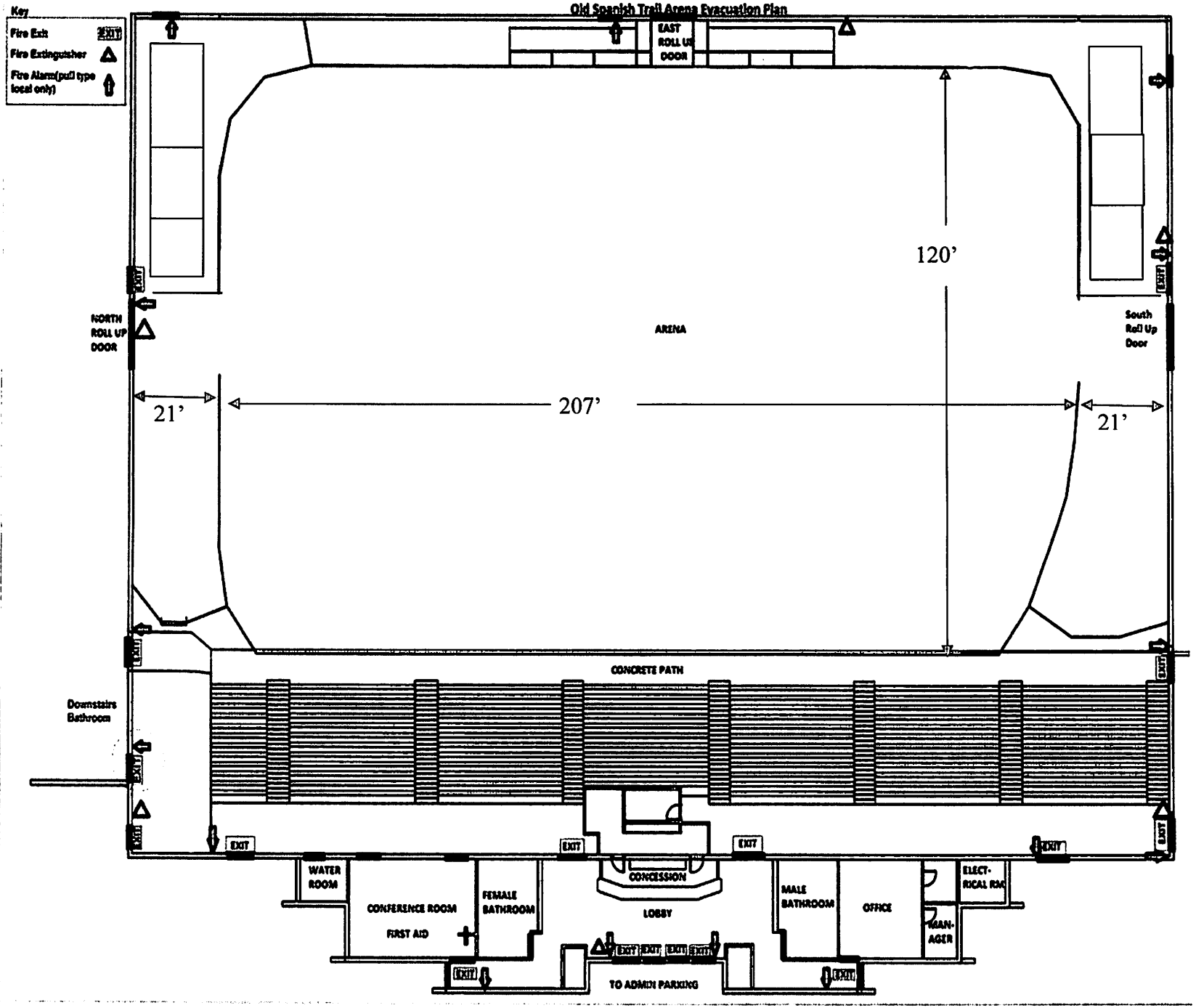
    - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
    - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
    - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
    - There is no access to and from site for non-street licensed vehicles except by trailer.
    - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete

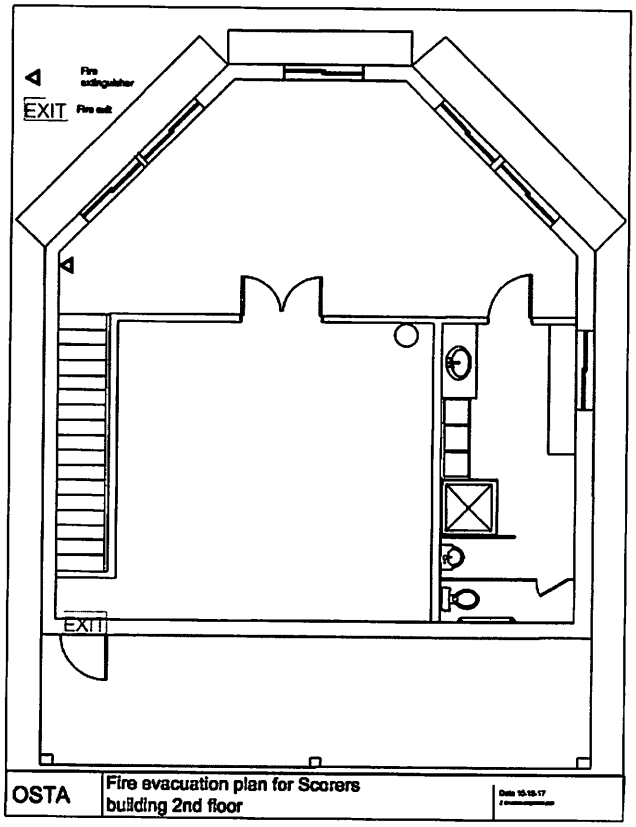
9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

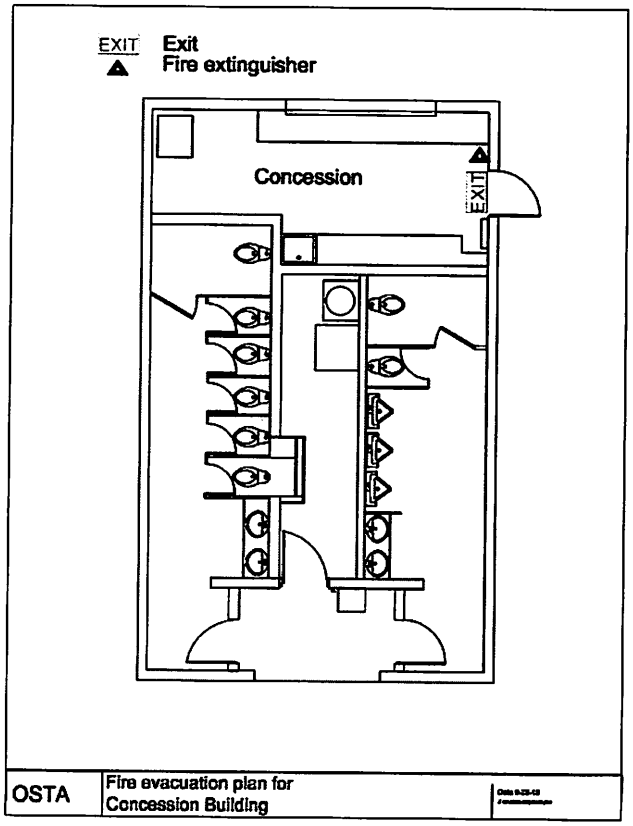
It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

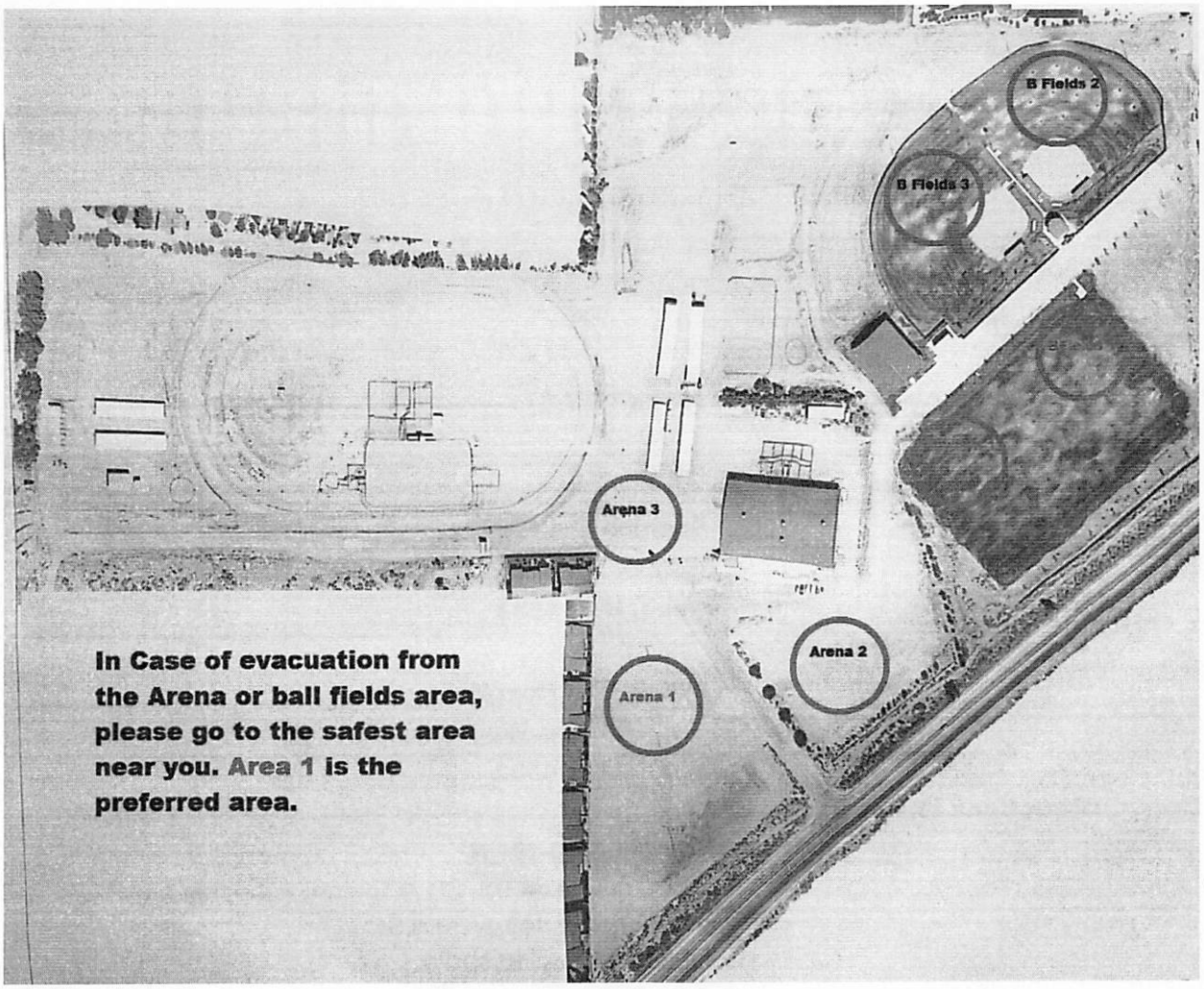
I hereby have read and agree to special terms and conditions.

Signature_____ **Date** 5/10/22


Old Spanish Trail Arena Evacuation Plan
Key
Fire Exit
Fire Extinguisher
Fire Alarm(pull type local only)
EAST ROLL UP DOOR
NORTH ROLL UP DOOR
ARENA
South Roll Up Door
120'
21'
207'
21'
CONCRETE PATH
Downstairs Bathroom
EXIT
WATER ROOM
CONFERENCE ROOM
FIRST AID
FEMALE BATHROOM
CONCESSION
LOBBY
MALE BATHROOM
OFFICE
ELECT-RICAL RM
MAN-AGER
TO ADMIN PARKING


EXIT
EXIT
OSTA
Fire evacuation plan for Scorers building 2nd floor


EXIT Exit
Fire extinguisher
Concession
EXIT
OSTA
Fire evacuation plan for Concession Building


B Fields 2
B Fields 3
Arena 3
Arena 2
Arena 1
In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. Area 1 is the preferred area.

Emergency Information

Old Spanish Trail Arena

Emergency Medical Services (EMS) ----------> 911

Event Location:

Old Spanish Trail Arena
3641 S. Hwy 191
Moab, UT 84532

Urgent Care Services:

Moab Regional Hospital
450 W Williams Way
Moab, UT 84532

Directions to Hospital:

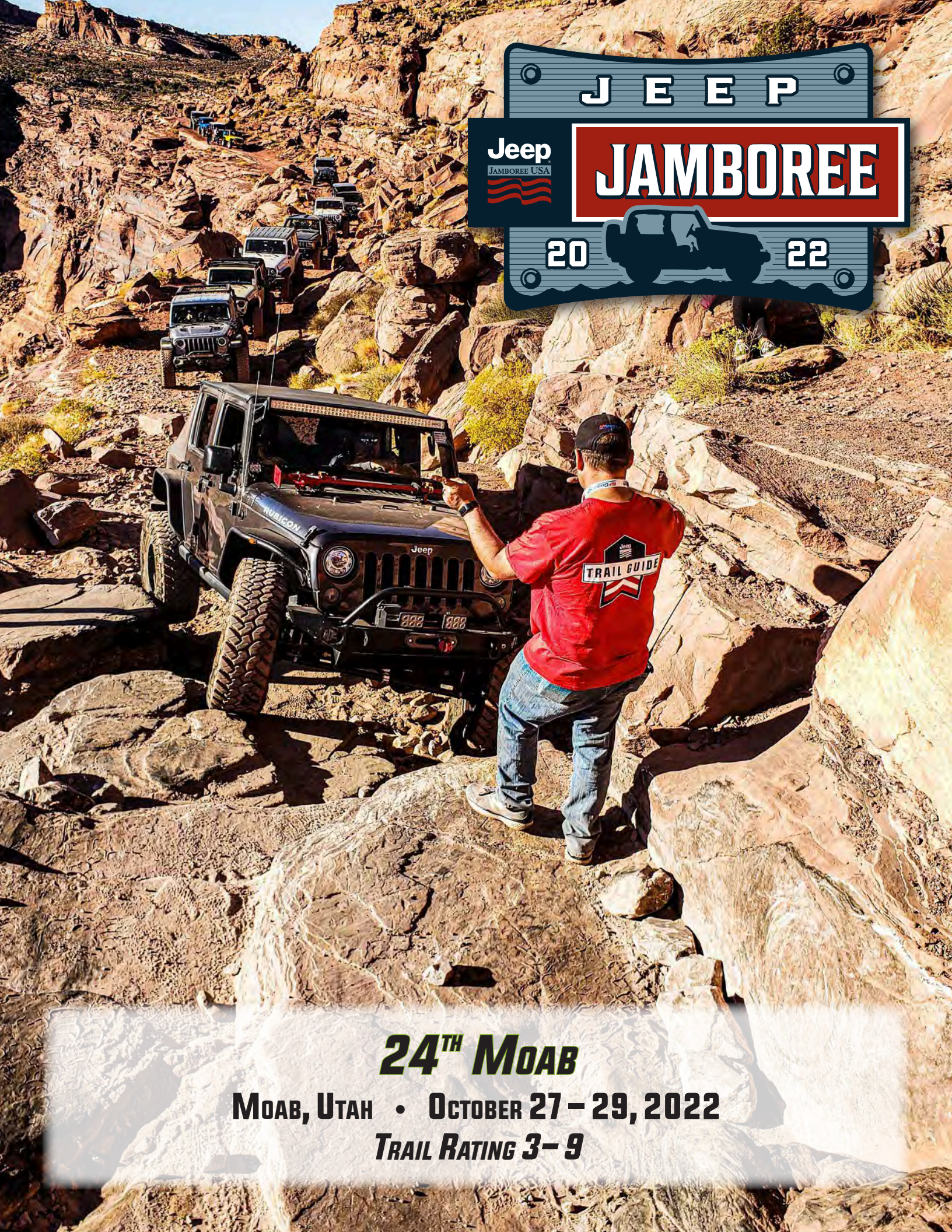
- **Starting from US-191 N**
- **Head northwest on US-191 N toward W Lemon Ln**
- **Turn left onto W 100 S/1st S St**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 mi - about 9 minutes**

Other Emergency Contacts:

Grand County Sherriff's Department →	**435-259-8115**
Moab City Police Department →	**435-259-8938**
Moab Fire Department →	**435-259-5557**

Arena Manager 435 259 6226 or 435 259 1311
If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.

For all building problems please call the Arena Manager.



24TH MOAB

MOAB, UTAH • OCTOBER 27 – 29, 2022

TRAIL RATING 3 – 9

Policies & Reminders For All 2022 Jeep Jamborees

Event Waiver

- You are required to complete a ***Release of Liability Waiver*** for all occupants of your Jeep 4x4. You must bring it with you to on-site registration.
- A printed, signed, and dated ***Release of Liability Waiver*** is required for each participant attending a Jeep Jamboree USA event.
- All passengers in your Jeep 4x4 must sign a ***Release of Liability Waiver***. A parent or the minor's legal guardian must sign and date a waiver for participants under the age of 18 years old.
- If you forget your signed ***Release of Liability Waiver***, all occupants of your vehicle must be present at registration to sign a new waiver before you can receive your event credentials.

New On-Site Registrations Are Not Accepted

All new registrations of vehicles as well as adding, deleting, or changing passengers must be completed (10) ten days prior to the Jamboree date. Please refer to the refund and transfer policy on the last page of this itinerary or www.JeepJamboreeUSA.com

Maximum Tire Size

Participant Jeep tire size is not to exceed 40". If you exceed the tire limitations you will be turned away at registration and will not be allowed to attend the Jamboree or receive a refund.

Vehicle Modifications

- Seat belts are required in all vehicles for all occupants.
- Maximum suspension lift allowed is 6".
- Your Jeep must be street legal with valid registration and insurance.
- Buggy-style Jeeps are not allowed.

If you have questions as to whether or not your vehicle is acceptable, please contact your Adventure Consultant. If you exceed the lift limitations or do not meet original frame and body requirements, you will be turned away at registration and will not be allowed to attend the Jamboree or receive a refund. Admission of highly modified Jeeps without prior approval is subject to the discretion of the attending Jeep Jamboree Event Staff.

GMRS Radios are Required

A working GMRS radio is mandatory for all Jeep Jamboree events. The recommended radios are available at: **https://link.jeepjam.com/radios.** See the last page of this itinerary or visit https://link.jeepjam.com/radios for more information.

Follow the Flow

When you arrive at a Jeep Jamboree, you must complete these steps in this order: **Vehicle Evaluation → Registration → Trail Sign-Up** You will not be permitted to sign-up for trails until you have completed Vehicle Evaluation and Registration.

Name Badge

Each participant must wear their name badge throughout the entire Jamboree.

Trail Stickers

Trail stickers provided at trail sign-ups must be displayed on your windshield prior to departing for any off-road trail ride.

Trail Conditions

Trail conditions can vary widely between trails and even on the same trail on different days. Factors such as weather, other Jeepers, and the line you choose all have an effect on the trail and how your Jeep will traverse it. Rainfall, even from days prior, may increase trail ratings 1 or 2 points. When in doubt, ask a Jeep Jamboree Trail Guide for guidance. While we trim back as much brush as possible, we are limited by Federal, Tribal and Private landowners to the amount acceptable by each entity.

Weather Conditions

Weather conditions can be dynamic at a Jeep Jamboree. We recommend you look at a 10-day forecast of weather conditions at weather.com or a similar site. Be sure to check the weather for all areas listed in the itinerary as different locations may have very different temperatures.

Know Before You Go

The Jeep Jamboree USA Off-Road Driving Tips booklet is the ultimate guide to safe, common sense off-road driving. View the guide at https://link.jeepjam.com/drivingtips

Get the gear you need for your adventure!

GMRS Radios, Tow Straps, Soft Shackles, Shirts, Hats, and more are all available online, 24/7/365 at **www.JeepJamboreeUSA.com**

24TH MOAB JEEP JAMBOREE

A Classic Jeep Jamboree which includes breakfast, lunch, and dinner on Friday and Saturday.

Thursday, October 27, 2022

3:00 – 5:00 p.m.	Vehicle Evaluation, drive-through registration, and trail sign-ups will take place at: **Old Spanish Trail Arena** Refer to *Key Locations & Links* on the next page for address and map link. **Please follow the flow:** Vehicle Evaluation ➔ Registration ➔ Trail Selection/Sign-up • ***No late registration*** on Friday morning. • Vehicle Evaluation and Registration are ***mandatory prior to*** trail sign-ups. • ***Bring your completed waiver to registration*** - https://link.jeepjam.com/waiver • Trail sign-up will take place ***after*** you register, on a first come, first served basis. • Your guides will help you select trails based on your Jeep and your comfort level. • Make sure you have a full tank of gas prior to the General Attendance Meeting on Friday.

Friday, October 28, 2022

6:30 – 7:30 a.m.	Breakfast served at the **Moab Valley Inn**. Have a full tank of gas prior to the General Attendance meeting.
8:00 a.m.	***Mandatory*** General Attendance Meeting at **Old Spanish Trail Arena**.
8:30 a.m. – 5:00 p.m.	Trail ride with lunch along the trail. *Lunch time is generally 12:00 – 1:00 p.m. but varies based on trail progress.*
6:00 – 7:30 p.m.	Dinner served at the pavilion at **Moab Valley Inn**. Make sure you have a full tank of gas for tomorrow.

Saturday, October 29, 2022

6:30 – 7:30 a.m.	Breakfast served at the **Moab Valley Inn**. Have a full tank of gas prior to the General Attendance meeting.
8:00 a.m.	***Mandatory*** General Attendance Meeting at **Old Spanish Trail Arena**.
8:30 a.m. – 5:00 p.m.	Trail ride with lunch along the trail. *Lunch time is generally 12:00 – 1:00 p.m. but varies based on trail progress.*
6:00 – 7:30 p.m.	Dinner served at the pavilion at **Moab Valley Inn**. Awards and prize drawings following dinner.

For trip or Jeep questions, contact Ty Devereaux at ty@jeepjam.com | For registration questions, email us at registration@jeepjam.com
To add or change passengers or cancel your trip, visit https://jeepjamboreeusa.com/my-account/

Key Locations & Links

Old Spanish Trail Arena

3641 US 191
Moab, Utah 84532
435.259.6226
Map Link: https://link.jeepjam.com/moab

Moab Valley Inn

711 S Main St
Moab, Utah 84532
800.831.6622
Map Link: https://link.jeepjam.com/moabvi

Lodging Information

Hotels & Motels

Headquarters - Moab Valley Inn **800-831-6622**
711 S Main Street
Moab, UT 84532
When calling, mention Group Code **Jeep Jamboree 2022** *for discounted rate.*
To book online, visit **https://tinyurl.com/jjusa-moab2** *and use group code* **1181-1**.

Big Horn Lodge	800-325-6171 435-259-6171
Red Stone Inn	800-772-1972
Holiday Inn Express	435-200-3506

Camping & RV Parking

Arch View Resort *(10 miles out of town)*	800-813-6622
Canyonlands	800-522-6848 435-259-6848
Riverside Oasis	877-285-7757
Spanish Trail	800-787-2751
Portal	800-574-2028
Moab Valley	435-259-4469
Slick Rock	800-448-8873

Trailer Parking

Old Spanish Trail Arena - $10 per day	435-259-6226

A Message From Your Moab Coordinator

Moab offers a unique opportunity to Jeepers and we welcome you to the Jamboree! We are privileged that you have decided to join us. Moab is a diverse off-road mecca and lives up to the hype. Our team of experienced and knowledgeable guides provide a one-of-a-kind experience in a diverse terrain of slickrock, sand, and rock ledges. Stunning scenic vistas are available on every trail and the landscape varies with your viewpoint. There are a wide variety of trail options every year for the inexperienced as well as the more experienced off-road driver which includes some Badge of Honor trails. For this fragile land we ask that you are well informed about and practice the principles of TREAD LIGHTLY. We not only enjoy our public lands but respect them and want to help maintain access for all to use and appreciate this stunning and special outdoor opportunity.

Special Thanks!

Barb Limone – Coordinator

Moab Trail Guides

Shawn Welch - Caterer

Britnie Ellis - Big Horn Lodge

Crystal Simms - Moab Valley Inn

Trail Descriptions (1 of 2)

Please keep in mind that trail options can change at the last minute. The trails listed are possible choices but are not guaranteed.

Buttes and Towers • Rated 3

This beautiful trail visits the scenic Courthouse Pasture area northwest of Moab to provide participants with a relaxing, moderate 4 wheeling experience along with picturesque views and vistas of the beautiful reddish Entrada rock formations that are plentiful in this area. The La Sal Mountain peaks serve as a backdrop. There are many old trails in this area and this trip combines segments of them to create a pleasant and varied experience.

Fins and Things • Rated 4–5

This is a thrilling drive of steep climbs and heart-pounding descents with the La Sal Mountains providing a beautiful backdrop. Part one, on the south side of Sand Flats Road, is very scenic and steep but the fins are less dramatic. Part two, on the north side, starts gradually but ends with a rollercoaster ride you'll never forget. Dominated by undulating slick rock with intervals of soft sand and a few rocky sections.

7 Mile Rim • Rated 4–5

Many beautiful overlooks and interesting rock formations including Corral Canyon, Monitor and Merrimac Buttes, Determination Towers, Uranium Arch, and Courthouse Rock. The drive itself is interesting as the terrain changes from slick rock to sagebrush to wash bottom. Most of the trail is moderate with just a few difficult spots. Some stock vehicles with very high ground clearance and good articulation can manage this trail. A tough section down to Uranium Arch can be avoided by simply viewing the arch from above. One spot near Merrimac Butte tilts sideways to an extreme degree. The trail can be made much more difficult by driving optional Wipe Out Hill which requires lockers or a winch to get back up.

Tiptoe Through Hell's Revenge–Rating 5

The trail is as beautiful as it is confusing. It has a high vantage point with beautiful views of the La Sal Mountains and Negro Bill Canyon to the east and, from the overlook, the Colorado River. The area is also known for the Slickrock Bike Trail which draws avid bikers from all over the world. The biking trail, which is marked with painted white dashed lines crosses the 4-wheel trail several times. Be very careful at the crossing points. Always be courteous and friendly. There are numerous steep climbs and descents over sandstone domes and ledges. Excellent traction enables vehicles to surmount inclines of incredible steepness. Several tippy spots will test the leaning ability of most vehicles. We do no offer the following obstacles on the Jeep Jamboree: The Escalator, Hell's Gate, The Staircase, and The Devil's Hot tub. These obstacles are bypassed for safety and insurance reasons.

Metal Masher • Rated 5–8

Minimum of 32" stock Rubicon tires. Long wheel base Jeeps should have minimum 2" lift.

This trail features two well-known obstacles—Rock Chucker and Widow Maker. Rock Chucker is an optional side obstacle designed for extreme Jeeps. Widow Maker is somewhat easier that most Jeeps can get up. In addition to tough challenges, the scenery along the northwest ridgeline is outstanding. Many high rock ledges with tight maneuvering required in several places. While some of the most difficult obstacles can be bypassed, the remaining ones are still difficult. Vehicle modifications and lockers are recommended.

Flat Iron Mesa • Rated 5–8

Additional ground clearance required. Minimum of 33" tires and 2.5" lift. No stock JK's.

Flat Iron Mesa is a lesser-known but great hard-core trail. Besides a variety of very difficult obstacles, the trail offers some outstanding scenery across Flat Iron Mesa and along the rim of 800-ft.-deep Hatch Wash. Two obstacles on this trail need special mention. Tilta- Whirl turns you sideways on a steep hill, forcing you into an uncomfortable lean. Easter Egg Hill squeezes you through a narrow opening between two jagged rocks while negotiating a steep, challenging, rocky descent. Both Tilt-a-Whirl and Easter Egg Hill can be bypassed. Many other challenging obstacles remain, including a tight corner hundreds of feet above Coyote Canyon, a tributary of Hatch Wash. This trail is not recommended for stock vehicles. Lockers and/or excellent articulation are recommended.

Trail Descriptions (2 of 2)

Please keep in mind that trail options can change at the last minute. The trails listed are possible choices but are not guaranteed.

Steel Bender–Rating 6–7

An extremely popular biking trail so when bikers approach, pull over and let them pass. This is a very scenic trail through the Mill Creek drainage area. There are many rock challenges and four stream crossings (usually shallow). Though there are many portions of the trail that are nearly flat dirt road, most of the trail consists of rock climbs and descents over stairs and ledges. Don't let the trail's name intimidate you, it's a good Moab trail that is challenging but possible for a slightly modified 4x4 vehicle.

Poison Spider • Rated 6–7

Stock Jeeps should have lockers on axles. For open axle Jeeps a minimum of 33" tires & 2.5" lift are required.

This is one of the most popular trails in Moab and connects with two other trails Golden Spike and Gold Bar Rim. Poison Spider Mesa is a fun-filled combination of challenging obstacles and incredible scenery. The second half of the trail passes by impressive Little Arch on the way to an outstanding overlook of the entire Moab area. Mountain biking is extremely popular on this trail. Drive with caution and be courteous to bikers at all times.

This is a classic hard-core trail with many challenging obstacles including tight switchbacks, high irregular ledges, steep slick rock climbs, and several tippy spots. Vehicle modifications including differential lockers are highly recommended.

Cliff Hanger • Rated 6–8

A minimum of 33" tire for short WB and 35" tire for long WB–Usable Rock Rails/Sliders–No low hanging steps–Acceptance of scraping rails/skids/bumpers!–recovery points front and rear**The thing you'll remember most about this trail is not the incredible scenery, but a 4-foot high ledge across a narrow shelf road perched high on sheer canyon walls. Although just one obstacle of many, this one will get your undivided attention. This is a popular biking trail so use appropriate caution and courtesy. Pull over and let bikers pass if they approach you from behind. On a trail like this, they will often make better time than you. The trail starts downhill, crosses Kane Creek, then climbs rapidly up a very rocky, steep grade. Obstacles are tall, challenging, and frequent. The second half of the trail smooths out but not before crossing a challenging narrow road on a shelf about 400 feet high. This trail is not suitable for stock vehicles. Extra-high ground clearance and lockers are recommended.

Behind the Rocks • Rated 7–9

Minimum of 32" stock Rubicon tires. Long wheel base Jeeps should have minimum 2" lift.

This trail starts just south of the Behind the Rocks Wilderness Study Area. This particular WSA is completely closed to motorized travel to preserve its incredible beauty. This fantasy land of Navajo sandstone fins and domes is perhaps the most photographed area in Moab. Between difficult obstacles are stretches of easy terrain and unique arches. The trail concludes with a wild descent through remote Hunters Canyon–Behind the Rocks' most difficult obstacle—White Knuckle Hill. It's akin to driving off a series of small cliffs. Lockers and extra ground clearance are highly recommended.

Trail Rating System

Every Jamboree trail is rated from 1 (easiest) to 10 (the most difficult). These ratings are based on the overall trail, not just on one or two tough spots. Rain can increase ratings by one or two points. Please remember, all vehicles are subject to vehicle check prior to trail departure. Numerically higher rated Jamborees are more likely to result in vehicular damage.

1-2 Obstacles and terrain are relatively easy to navigate. In optimum weather conditions, some trails may not require continual use of four-wheel drive (4WD).

3-5 Moderately demanding. Challenge for novice drivers. Obstacles may include: mud holes, boulders, and streams. Requires 4WD with 4-LO.

6-7 Demanding. Challenge for most skill levels. Mud holes get deeper, boulders get larger, and climbs get steeper. Requires 4WD with 4-LO.

8-9 Very demanding. Likelihood of getting stuck is high. Mud holes may be deep and rock climbing is more arduous. Lifts and lockers are helpful. Requires 4WD with 4-LO.

10 Extremely demanding. Reserved for the toughest off-road trip in the U.S.A. – the Rubicon Trail.

Requires 4WD with 4-LO, front and rear lockers, skid plates, rock rails and an aftermarket rear differential cover.

Rubicon Trail Jeep Jamboree is limited to TJ, JK, JL and JT models only without prior approval. Jeep Renegade, Patriot, Compass, Liberty, Cherokee, Grand Cherokee, or Commanders are not allowed.

During registration you will have the opportunity to discuss the trails, your driving experience, and Jeep capabilities with the trail guides. The guides will work with you to select appropriate trails. Rain may increase trail ratings 1 or 2 points, especially with street tires.

Please Tread Lightly!

Travel responsibly on designated roads and trails or in permitted areas.

Respect the rights of others including private property owners and all recreational trail users, campers and others to allow them to enjoy their recreational activities undisturbed.

Educate yourself by obtaining travel maps and regulations from public agencies, planning for your trip, taking recreation skills classes, and knowing how to use and operate your equipment safely.

Avoid sensitive areas such as meadows, lakeshores, wetlands and streams, unless on designated routes. This protects wildlife habitat and sensitive soils from damage.

Do your part by leaving the area better than you found it, properly disposing of waste, minimizing the use of fire, avoiding the spread of invasive species, restoring degraded areas, and joining a local enthusiast organization.

A Note on Land Usage

Many Jeep Jamboree USA events are held on private lands with the consent of landowners, or on public lands through special use permits. In some cases, Jamboree trail groups are granted access to trail areas which are closed to all other vehicular access during the year.

Please be aware that access to these trail areas is allowed only by guided Jeep Jamboree USA groups during the scheduled Jeep Jamboree trail rides. Individual Jamboree guests returning later to drive in these areas on their own do so in violation of Jeep Jamboree USA's land use agreements and endanger future Jamboree usage of these restricted trails as well as being removed from the Jamboree without a refund.

Thank you for your cooperation in assuring Jamboree access to some of America's most spectacular backcountry.

Frequently Asked Questions

What are the requirements for my Jeep?

- Tow points are ***MANDATORY!*** Tow points may include:
  - Tow hooks properly mounted to the frame with grade six or grade eight bolts according to official Mopar installation procedures.
  - Draw bars and receiver hitches
  - Aftermarket bumpers with manufacturer installed clevis or D-ring anchor.

  If you do not have tow points, you may be turned away at registration without a refund.
- A GMRS radio is ***REQUIRED!*** There are many safety issues regarding upcoming obstacles transmitted over the radio by your trail guides. You will also learn interesting facts about the area - history, local plant and wildlife, as well as exciting stories.
- Participant Jeep tire size shall not exceed 40". If your tires exceed 40 inches, you will be turned away at registration, will not be allowed to attend the Jamboree, or receive a refund!
- Seat belts are required in all vehicles for all occupants.
- Snowplow frames are not allowed.
- We recommend removing running boards and steps (both factory and aftermarket) if you are planning to participate in higher rated trails.
- All open-topped vehicles, including older models (CJs, Scramblers and Willy's), are required to have roll bars.
- A tow strap with looped ends is recommended. ***Straps with metal hooks are not allowed.***
- A full-size spare tire is mandatory!
- Your Jeep must be street legal including a license plate and proof of insurance.

Will my Jeep be going through water?

Some Jamborees may have water crossings and water holes. Many of these crossings and holes offer a bypass, if you decide to "go around". It is very important to watch and listen to your trail guide. When driving in deep water, ***go very slowly!*** If your engine gets wet and stalls, ***do not*** try to start it as you may cause serious engine damage. For additional tips on water crossings, please refer to your copy of *Jeep Jamboree USA Off-Road Driving Tips*, which is available for download at https://link.jeepjam.com/drivingtips

May I bring my pet?

Bringing pets is strongly discouraged. If your pet must attend, you must submit a pet waiver during registration.

What should I bring?

- A basic tool kit, first aid kit and tire gauge are all highly recommended.
- An ice chest full of your favorite non-alcoholic beverages. It is important to stay hydrated!
- A full tank of gas prior to General Attendance Meeting as you will not have time to fuel up after the meeting.
- Trail snacks and a chair/blanket for the lunch stop.
- Flashlight, Camera, Binoculars
- Insect repellent, Sun Block, Medications, Hand Sanitizer
- Toilet paper and Zip-lock bags for tissue disposal
- Rain jacket and warm clothing.

What is the policy on alcohol, drugs, etc.?

No occupants of vehicle will possess or consume alcohol, non-prescription drugs, or be under the influence of any substance while on the trails. Doing so means immediate expulsion. Money will not be refunded, and those involved will be banned from all future Jeep Jamborees.

Name Badges

When you register on-site, you will be given one name badge per participant. Please wear your name badge while at the event as it is verification of your registration and helps everyone get to know each other.

Get connected with our Facebook Groups

Join one or more of the Jeep Jamboree discussion groups on Facebook. Ask questions, share information and photos before, during and after your great adventure.

Could my vehicle be damaged on a Jamboree?

Every effort is made by Jeep Jamboree USA to make the trails as safe as possible. You are advised to closely follow instructions given by Jeep Jamboree Trail Guides. There is the possibility of damage to your vehicle when traveling rough terrain. Any damage is the owner's responsibility. Jamborees with higher difficulty ratings are more likely to encounter terrain that may contribute to vehicular damage.

Are Jeep Jamborees safe?

Our trail guides are trained to put your safety first. If they ask you to refrain from any activity or to avoid specific trails or areas, you must follow their directions. Jeep Jamboree USA does not authorize or promote any night runs. You must wear your seat and shoulder belts. If a trail guide asks you to wear your seat belt and you do not comply, you removed from the Jeep Jamboree, money will not be refunded, and those involved will be banned from all future Jeep Jamborees.

GMRS Radio, Channel, and Frequency Info

If You Don't Have GMRS Radio Yet

- Your easiest and best option is to purchase one of the recommended Midland radios. These quality radios are easy to use and are available at https://link.jeepjam.com/radios and in limited supply at a Jeep Jamboree

Radio Differences and Frequencies

- In late 2017, the FCC set standards for FRS/GMRS channel numbers and frequencies. Any FCC approved radio manufactured after October of 2017 should match the channels in the chart and work for your Jeep Jamboree.

Frequencies and Power *(See the reference chart to the right)*

- FRS and GMRS use the same channels/frequencies. FRS (Family Radio Service) runs at lower power. GMRS (General Mobile Radio Service) runs at higher power.

Licensing

- Before operating a GMRS radio, you must have a valid license. Any radio using the shared FRS/GMRS frequencies that is able to transmit above 2 Watts of power is considered a GMRS radio and requires a license.

Why GMRS over FRS or CB?

- With FRS handhelds you may be able to hear others on the trail, but they may not hear you. GMRS has more power, meaning you can transmit farther.
- GMRS offers more reliability, usability, and quality over a CB radio.

Frequency	FRS/GMRS Channel	FRS Power	FRS Bandwidth	GMRS Power	GMRS Bandwidth
462.5625 MHz	1	2 W	12.5 kHz	5 W	20 kHz
462.5875 MHz	2	2 W	12.5 kHz	5 W	20 kHz
462.6125 MHz	3	2 W	12.5 kHz	5 W	20 kHz
462.6375 MHz	4	2 W	12.5 kHz	5 W	20 kHz
462.6625 MHz	5	2 W	12.5 kHz	5 W	20 kHz
462.6875 MHz	6	2 W	12.5 kHz	5 W	20 kHz
462.7125 MHz	7	2 W	12.5 kHz	5 W	20 kHz
Channels 8-14 are low power (.5 watt) channels and are not used by Jeep Jamboree					
462.5500 MHz	15	2 W	12.5 kHz	50 W	20 kHz
462.5750 MHz	16	2 W	12.5 kHz	50 W	20 kHz
462.6000 MHz	17	2 W	12.5 kHz	50 W	20 kHz
462.6250 MHz	18	2 W	12.5 kHz	50 W	20 kHz
462.6500 MHz	19	2 W	12.5 kHz	50 W	20 kHz
462.6750 MHz	20	2 W	12.5 kHz	50 W	20 kHz
462.7000 MHz	21	2 W	12.5 kHz	50 W	20 kHz
462.7250 MHz	22	2 W	12.5 kHz	50 W	20 kHz

Refunds, Transfers, and Cancellations

What is the refund policy?

We realize that the unexpected may happen and you may need to cancel your trip. To limit the impact of cancellations, the following fees shall apply to your cancellation:

Days Prior To Trip Date	Cancellation Fee
45+ days	Classic/$125 • Select/$75 Adventure/$125 • Signature/$350
44 Days to 30 days	50% of registration fee
29 Days to 15 days	75% of registration fee
14 Days to trip date	No refund

What is a Transfer?

A transfer allows the **original purchaser** to transfer their registration from one trip to another, dependent on availability. Transfers must take place in the same calendar year and at least 14 days prior to the event. ***You may not transfer or sell your registration to another person.*** If you are unable to attend, you should cancel your registration. Your spot will be offered to the next person on the waiting list. There is a small fee to process your transfer.

How do I cancel my registration?

Canceling your registration is quick and easy via your online account at **https://jeepjamboreeusa.com/my-account/** Sign-in with the email address you used to register and then cancel the trip you are unable to attend. You may also email the registration team at registration@jeepjam.com. This method is typically slower than the online method.

How do add or change passengers?

Adding or changing passengers is easy via your online account at **https://jeepjamboreeusa.com/my-account/** Sign-in with the email address you used to register and make the changes you desire. You may also email the registration team at registration@jeepjam.com. This method is typically slower than the online method. All changes must be made 14 days prior to your trip.

What if a specific Jeep Jamboree is canceled?

Though rare, from time to time, a Jeep Jamboree may have to be canceled. For **most** of our events, you will be given the option to receive a full refund or transfer to another event that has openings. For **some** Jeep Jamborees, we may deduct up to a 15% fee from your refund to offset unrecoverable expenses.

Due to unforeseen circumstances all trips, events, and trails are subject to change or cancellation without advance notice.

For trip or Jeep questions, contact Ty Devereaux at ty@jeepjam.com | For registration questions, email us at registration@jeepjam.com
To add or change passengers or cancel your trip, visit https://jeepjamboreeusa.com/my-account/

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

TITLE:	Approving 2022 PGP Auto Show Special Event Permit
FISCAL IMPACT:	
PRESENTER(S):	Angie Book 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 2022 PGP Auto Show Special Event Permit under the currently approved special event Ordinance with the condition they provide proof of insurance.

BACKGROUND:

This will be the second annual year for the PGP Auto Show. This event will be for auto enthusiasts, with the goal of 100 car entries, and 1,000 participants. The car show is being sponsored by a local family ran business, with a group of local community members helping as volunteers. 2021 PGP Auto Show ran smoothly for OSTA staff with no issues concerning future events. The event holders ran a professional organized, clean event.

I ask that County Commission approve this event today with the following condition – The PGP Auto Show will provide proof of required insurance with approval of their event. The event holder currently has submitted a letter of intent for their insurance.

ATTACHMENT(S):

- Special Event Application
- Signed OSTA Agreement
- Letter of intent – Insurance
- Event Schedule
- Supplemental Documents available upon request

Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

noreply@civicplus.com <noreply@civicplus.com>
To: abook@grandcountyutah.net

Fri, Apr 1, 2022 at 10:07 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH ORDINANCE 643 Special Events with EXH A	/DocumentCenter/View/12787/Ord-643-Special-Events-with-Exh-A
I have read and understand the Grand County, Utah Ordinance 643 Special Events EXH A	Yes
I understand that All Grand County Permittee and Special Events shall comply with any County's Public Health Order and the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event.	Yes
COVID - PLEDGE	/DocumentCenter/View/12786/Compliance-Pledge-FORM-rev-081921

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand the Covid Pledge.	Yes
Statement of Authority	/DocumentCenter/View/12788/STATEMENT-OF-AUTHORITY

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT PLANNING TEMPLATE	/DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.

A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.

OSTA Security / Compliance Officer	Yes
Today's Date	3/22/2022
First Name	Brenner
Last Name	Parriott
Application Type	Renewal Application
Applying 180 business days prior to the first day of the event?	yes
Applicant Name:	Brenner Parriott
Business or Organization:	Parriott's Garage LLC
Mailing Address:	1080 South Millcreek Dr.
City	MOab
State	Utah
Zip	84532
Email Address:	pgpautoshow@gmail.com
Phone:	*Field not completed.*
Cell:	435-260-2811
Event Web Address:	www.parriottsgarage.com
Contact on-Call During the Event:	Brenner Parriott
Contact's Cell Phone:	435-260-2811
Contact's Email:	pgpautoshow@gmail.com
Alternative on-Call:	Bryson Parriott
Alternative on-Call Cell Phone:	435-260-9058
Alternative on-Call Email:	parriottsgarage@outlook.com

EVENT DETAILS

Event Name:	Parriott's Garage Performance Auto Show "PGP Auto Show"
Specific Description of Event:	We are giving automotive enthusiasts and businesses an Automotive Expo with a modern atmosphere. This will be an automotive event focused around bringing enthusiasts from all

	over the vehicle spectrum together to enjoy what we all love! "Modern" does not mean unauthentic, but focused on bringing more than just cars to look at. Not a full on expo, but something automotive enthusiasts can still benefit from while having fun. PGP Auto Show has mini events on the location to keep spectators and participants involved and smiling! Examples of events would be; Car Judging Contests, Perpetual Trophies, RC cars tracks, hot wheels track for kids and other vendor activities who sign up to advertise their businesses and/or automotive products.
Preparation Begins	9/9/2022 8:00 AM
Event Start Date & Time	9/10/2022 8:00 AM
Event End Date & Time	9/10/2022 4:00 PM
Clean-up Completed	9/11/2022 12:00 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Soccer Fields, Pavilion Area, and parking lots. Same as last year

Security /Cleaning Deposits

Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.

Concession	Using Food Vendors
Managers/Food Handlers Permit	*Field not completed.*
Concessionaires Insurance	*Field not completed.*
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	3641 South Hwy 191 Moab UT 84532
Trails or Surrounding Land Use:	NA
Weather/Cancellation Policy:	Day of and prior, any rain or heavy wind will require cancellation. Weather reports days prior may deem an early cancellation.
Ticket Sales:	Will provide ticket sales after event.

"Daily Total Attendance" shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.

Number of Event Staff &	20

Volunteers	
Maximum Number of Participants	400
Number of Spectators	1000-3000 Revolving
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff/Volunteers	0
Maximum Number of	0

Participants	
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Daily total attendance Staff/Volunteers	0
Daily total of attendance of Participants	0
Day Total of Spectators	0

CHECK YES OR NO FOR EACH

1. Event date verified with OSTA?	Yes ✓
2. Will you be serving alcohol?	No
3. Public street/road or parking lot closure?	No
4. Mechandise Sales/Vendors Requiring Sales Tax Collection?	Yes Send Vendor spreadsheet
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	Yes Refer Haley's info
6. Security or Escort required?	No
7. Race, Parade or Pedestrian/Bicycle event?	No
8. Emergency Management Services required?	No
9. Additional needs-portable toilets, waste collection, & recycling?	Yes
10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?	No
11. Approval/permits from	Yes Health Dept.

other entities? (see section 10 below for more details)	
12. Is Grand County listed as an Additional Insured on Certificate of Insurance?	Yes
13. Is power required	*Field not completed.*
14. Is water required	No
15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)	Yes
16. Will you require compacting of arena dirt (floor)	No
17. Hiring of OSTA Staff for cleaning during/after event	Yes
18. Any Special Deliveries	No
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	No
20. Will your event require any Tractor time, or implement use	No
21. Will your event require use of stalls/pens for overnight use.	No
22. Will you event offer overnight camping options.	Yes
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	No

If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.

Field not completed.

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at abook@grandcountyutah.net *DATES ARE NOT CONSIDERED VERIFIED UNTIL*

OSTA HAS DATES POSTED ON EVENT CALENDAR Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services. Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

Road Department (435) 259-5308 bjackson@grandcountyutah.net

Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.

Street(s)/Road/Hwy to be closed: Attach Detailed Map.	NA
Date of Street or Parking Lot Closure:	NA
Time(s) of Street or Parking Log Closure:	NA
Name of Traffic Control Coordinator:	NA
Phone:	NA

3. ESCORT OR SECURITY:

Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.

Applicants may make their own arrangements for escorts/security or may work

directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.

Sheriff's Fees;
Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

The applicant will provide security or escort for the Special Event through the company listed below.

Name of Escort/Security Company:	NA
Contact Person Name:	NA
Security Contact Phone:	NA
Email:	NA

4. EMERGENCY MEDICAL SERVICES:
Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.

EMS Guidelines	https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines

EMS Department (435) 259-1301

Indicate One	Grand County EMS
Agreement (Yes or No)	Yes
Name of Staff/Volunteer	Kasia Parriott
Contact Phone	4352252418
Contact Email	kschraft3@gmail.com
Name of Staff/Volunteer	Melissa Parriott
Contact Phone	4352601831
Contact Email	melparriott@gmail.com
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
If you have additional Staff/Volunteers upload the	*Field not completed.*

information here.	
CPR Certifications can be uploaded here or as described below.	*Field not completed.*

The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.

Name of Medical Provider:	na
Contact Person Name:	na
Contact Phone:	na
Email:	na
Name of Staff Member	na
Contact Phone Number	na
Contact Email	na
Name of Staff Memeber	na
Contact Phone Number	na
Contact Email	nan
Name of Staff Member	na
Contact Phone Number	na
Contact Email	na
GPS coordinates for Helicopter Landing Zone (remote event):	na
GPS coordinates for first aid locations and important intersections:	na

Livestock Events:
A veterinarian may be required to be on site at all times during your event.

Name of Veterinarian Clinic	na
First Name	na
Last Name	na
Street Number	na
Street Name	na
Street Type	na

City	na
State	na
Zip	na
Office Number	na
Cell Number	na
Emergency Number	na

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.
Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.

5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:
May require inspection by the Building Department and/or Fire Department. PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	Fenceline for entrance, food trucks, and cars on field

Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.

Building Department (435) 259-1344 bhulse@grandcountyutah.net

Fire Department (435) 259-5557 bmcguffeemoabfire@gmail.com

6. ALCOHOL PERMIT:
Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for

temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) www.abc.utah.gov (801) 977-6800

Approval letter from the Grand County Commission and the DABC.
Download approval letters at the bottom of the application in Other Related Documents.

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS WILL START THE 60 DAY PROCESS.

Beer Garden
Include location on the site/sketch plan.

7. BUSINESS LICENSE & SALES TAX COLLECTION
Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.

Attach Business License	Business License.jpg ✓
Utah State Temporary Sales Tax Application	https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1
Special Event Sales Tax License	https://tax.utah.gov/sales/specialevents#temporary
Attach Utah Sales Tax License	Sales Tax License.jpg ✓

• *http://bit.ly/TempBizForm - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.*

• *http://bit.ly/TempUTStateTax - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.*

Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: specialevent@utah.gov or website: http://tax.utah.gov/sales/specialevents

501(c)3
Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document	*Field not completed.*

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:
It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is

the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements

Vendors

Vendors name and location on the site/sketch plan.

Number of Merchandise Vendors:	5+ (attach additional information below)
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

B. Food Vendors:

Food Service Vendors require a Food Service Permit, http://grandcountyutah.net/DocumentCenter/View/3725, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.

Food Vendor

Food Vendor name and location on the site/sketch plan.

Additional Insurance	*Field not completed.*

requirements for using OSTA concession	
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	3
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:
If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.

Number & Type of Motor Vehicles to be used (if any):	*Field not completed.*
Number of Walkers/Foot Racers:	*Field not completed.*
Number of Bicyclists	*Field not completed.*
Description of staging/pre-event gathering and finish areas and event route:	NA

9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, & RECYCLING:
The following requirements must be met.

Sanitation - Garbage - Recycling
Name and location of all restrooms, garbage cans, and recycling locations. Site/sketch plan.

Sanitation Service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan.

Bathroom Facilities
Daily restroom hauling and cleaning. Specify their locations on your Site Plan Sketch.

Sanitation Service Providers Name	Zunich Brothers
Phone	435-259-8777
Email	https://zunich-brothers-mechanical.business.site/
Attach Sanitation Contract if applicable.	*Field not completed.*

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	Clean up will be monitored by volunteers throughout event day. OSTA Staff will also be assisting will clean up during. Major clean up will occur after event and while event closes, volunteers and staff will have 90% of event cleaned up before the end of event day.
Attach Garbage Contract	*Field not completed.*

Recycling:
Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.

Please describe in detail your recycling plan:	Using OSTA trash cans and extra dumpster
Attach Recycling Contract if applicable.	*Field not completed.*

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):
Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.

Permits from other entities, if applicable. Please check all that apply:	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

11. Proof of Insurance

A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $1 million aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Grand County 125 East Center Street Moab Utah 84532

Upload copy of Certificate of Insurance	Insurance Email in process.png
Indemnification & Liability Agreement Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit
Indemnification and Liability Agreement	Signed

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 643 (2021)

A list/description of Special Events requirements

The list below is for you to check off the documents as you have uploaded them.

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	Conformation from OSTA verifying date. A signed OSTA agreement will be required., Certificate of liability insurance: current policy names Grand County additionally insured , Site Plan (include First Aid Station), Signed Pledge, Signed Statement of Authority, Notorized property owner(s) signature(s), see attached form (if applicable), Food Service Permit (If applicable), Sanitation service commitments, Recycling/Garbage Plan, Business License or Temporary Business License , Utah State SE Sales Tax License, Information about fees generated by event - admission charges, booth fees, rental charges, A description of the number and types of vendors planned for the event, Medical Services Plan (Provide specifics outlined in 2018 EMS Event Guidelines), Schedule of daily events, COVID 19 TEMPLATE with written procedure on mask mandate (enforcement), Permits from other entities (If applicable)____City of Moab

	____UDOT ____BLM ____Forest Service ____Arches National Park ____DABC ____SITLA____Canyonlands National Park ____Dead Horse Point State Park
Site Plan and/or Detailed Course Map	Site Plan and/or Detailed Course Map (See Below for Details)
OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed Course Map	PGP AUTO SHOW MAP 22.pdf
Other Related Documents	*Field not completed.*
2021 Fee Schedule	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL

8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website (grandcountyutah.net) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.

First Name	Brenner
Middle Initial	T
Last Name	Parriott
Date	4/1/2022

OSTA Contact Information:
The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St. (Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

Email not displaying correctly? View it in your browser.

GRAND COUNTY
FACILITIES
RENTAL AGREEMENT

Event Name PGP Auto Show

Event Date September 10, 2022

Event Contact Person Brenner Parriott & Bryson Parriott

Contact Person's Cell # (435) 260-2811 (435) 260-9058

Contact Person's Email parriottsgarage@outlook.com

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: http://www.grandcountyutah.net to view our Calendar.

√	**Possible requirement(s) for your event* * Please consult ____ for more information**	**Recommended Time Frame**
	Special Event Permit (County)—not needed for small events	6-12 months prior
	Sponsors (budgets are set 3 months prior to new year)	1 year prior
x	Temporary Alcohol Permit (County & State approval required)	3 months prior
	General Commercial Insurance (Grand County must be designated as Additional Insured)	2 months prior
	Security Deposit by separate check (determined per OSTA policy), from which the non-refundable $50.00 Booking Fee shall be deducted	2 months prior
	Safety Plan (required for some events at the discretion of OSTA's Manager)	Prior to contract signing
	Temporary Business Permit for each out of County vendor ($10 payable to Grand County)	At event
	Payment for Event per Grand County Code Section 3.06.140 (Fees of the Old Spanish Trail Arena Recreation Complex)	Last day of event or up to 1 week after
	Security Deposit refund less deductions for damage, if any	Within 30 days

Old Spanish Trail Arena Conditions of Conduct

General rules
Children must not be subject to alcohol or drugs in any area that they are occupying.
Children must be supervised at all times.
No walking on bleacher tops by anyone.
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

Sound
Music or speech decibel rating from sound systems must not in excess of 85db

Alcohol
Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

Event shut down times
Ballfields events curfew 10:30pm to 7am
Arena events curfew 12pm to 7am

Motorized Vehicles
No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.
Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.
Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking
Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces
Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

Inappropriate behavior
Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits
A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security
OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

GRAND COUNTY
FACILITIES RENTAL AGREEMENT

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and _Brenner Parriott_____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: **The Old Spanish Trail Arena Recreation Complex**

Purpose of Function: PGP Auto Show

Term of Use: Starting September 10, 2022 Ending September 10, 2022

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
Soccer Fields (2)	2	$200.00	$400.00
Pavilion	1	$200.00	$200.00
OSTA Security/Compliance Officer min 2 staff @ $40 each per hour10am-4pm	6	$80.00	$480.00
OSTA Staff Cleaning 2 staff @ $35 each per hour 10am-4pm	6	$70.00	$420.00
Tables	15	$2.00	$30.00
Chairs	50	$1.00	$50.00
Ticket Sales ($1.00 per Ticket Sale - Payable to OSTA)		$1.00	$0.00
Temporary Business License (vendors, non-food)		$25.00	$0.00
			$0
Non-Refundable Administrative fee (Booking fee)	1	$400.00	$400.00
Total Cost of event (subject to ticket sales, business licenses, and concession sales		**Sub Total:**	**$1,980.00**
Refundable security	1	$1,500.00	$1,500.00
Extended total including refundable security deposit		Total:	$3,480.00
Balance Due			**$3,480.00**

Security Deposit

Renter shall pay to County $1,900.00 as a Security Deposit, $400.00 of is a Non-refundable Administrative Fee pursuant to Grand County Code Section 8.16.100 County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement by providing written notice___30____ days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination by Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties.**IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

Renter -Dated: 5/30/2022

Signature: Brenner Parriott

By: Brenner Parriott (Printed name)

Address: 1080 S. Millcreek Dr. Moab UT

Phone: 435-260-2811
Email: pgpautoshow@gmail.com

County Dated: March 31, 2022

Signature: _____

By: Angela Book (Printed name)

Its: OSTA Director

3641S Hwy 191 Moab UT 84532

Phone: (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): __**PGP AUTO SHOW**_____

Date(s): ___Sept. 9th-10th___(9th set up day)_____

Location: ___Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532_____

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

1. **Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.**
2. **Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee,** for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. **Hereby agrees** that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. **Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. **Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. Adults signature must be added alongside child's name

	Adults Name	Adults Signature	Childs Name	Childs Signature
1				

	Adults Name	Adults Signature	Childs Name	Childs Signature
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	Adults Name	Adults Signature	Childs Name	Childs Signature
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	Adults Name	Adults Signature	Childs Name	Childs Signature
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Note extra pages may be added above.

Exhibit "B"

Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	**Furniture cleaned** -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	**Building surfaces cleaned -**floors, walls, ceilings, windows, bleachers
Building fixtures cleaned- toilets, urinals, basins, mirrors	**Building fixtures cleaned-** toilets, urinals, basins, mirrors
Garbage's- pick up all garbage, empty and reline trash cans into dumpsters	**Garbage's**- pick up all garbage, empty and reline trash cans into dumpsters
Grounds-pick up garbage and manure.	**Grounds**- repair damage to grass and fences, pick up garbage
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	**Fields- No animal excrement on the fields –must be cleaned up before leaving**
Stalls- clean and remove manure to specified onsite dump	

Exhibit "C"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County Utah as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	**$2,000,000**
Damage to rented premises	**$1,000,000**
Personal Injury	**$1,000,000**
General aggregate	**$4,000,000**
Products Comp/OP AGG	**$2,000,000**

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

Exhibit "D"

Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1. **Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of $5 per stall to be cleaned and a minimum of $35 for the tractor fee.

2. **Set Up and Take Down**: Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.

3. **Banners/Posters/Signs**: NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.

4. **Access to Stalls**: Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event

holder must also allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information**: Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.

6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.

7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include AT LEAST FIVE vehicle spaces available **AT ALL TIMES.** These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.

8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.

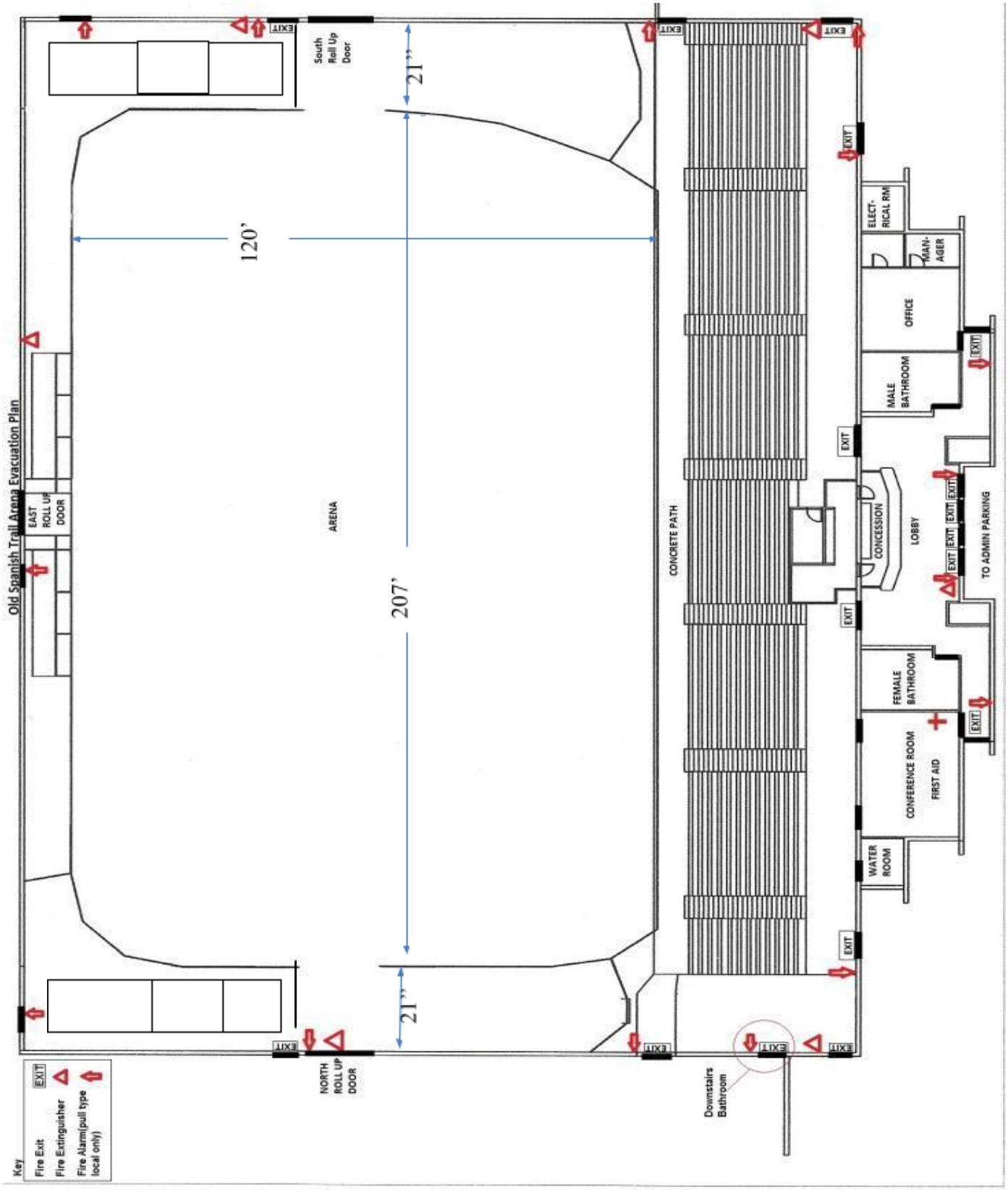
   - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
   - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
   - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
   - There is no access to and from site for non-street licensed vehicles except by trailer.
   - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete

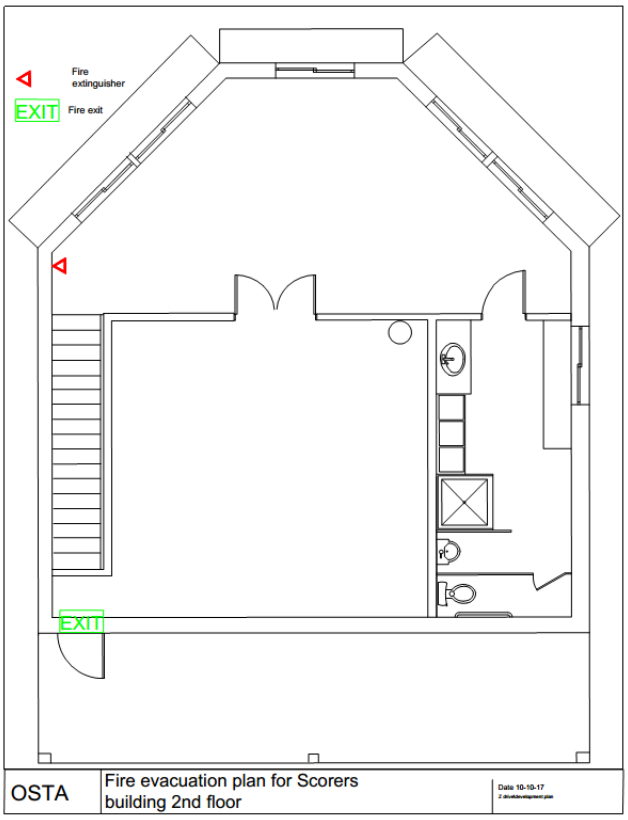
9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 p.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

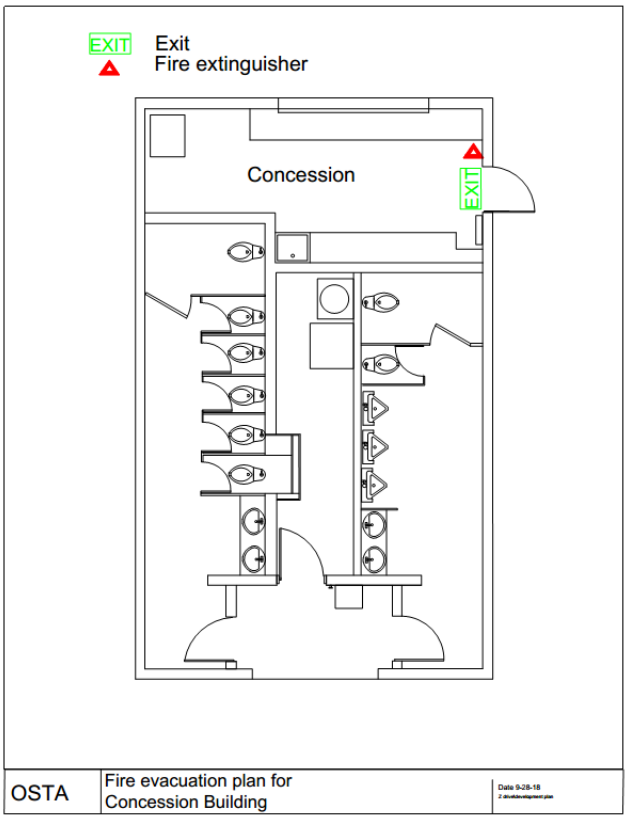
It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

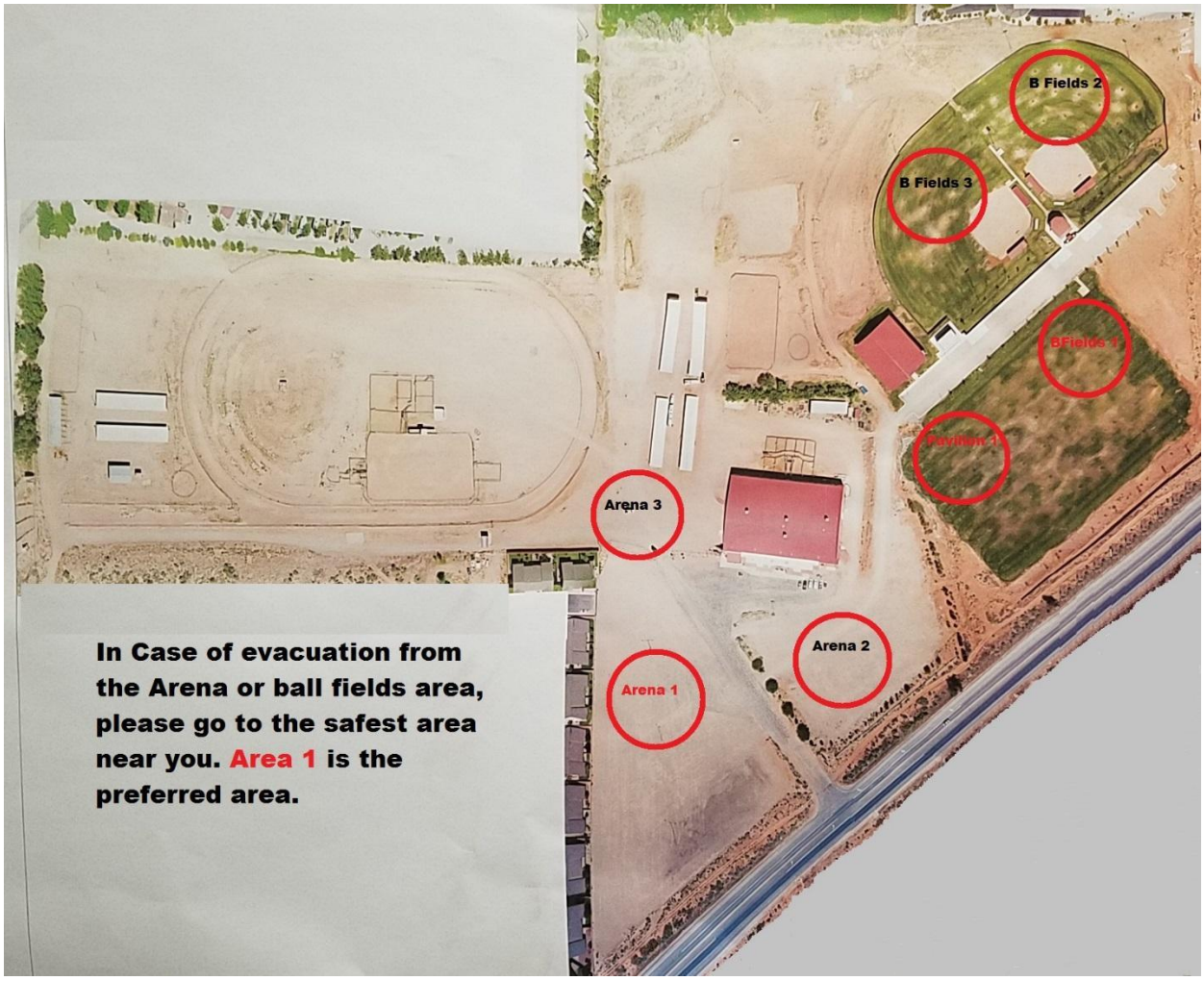
I hereby have read and agree to special terms and conditions.

Signature Brenner Parriott **Date** 5/30/2022


Old Spanish Trail Arena Evacuation Plan
EAST ROLL UP DOOR
South Roll Up Door
ARENA
120'
207'
21''
21''
NORTH ROLL UP DOOR
CONCRETE PATH
Downstairs Bathroom
ELECT-RICAL RM
MAIN-AGER
OFFICE
MALE BATHROOM
CONCESSION
LOBBY
TO ADMIN PARKING
FEMALE BATHROOM
CONFERENCE ROOM
FIRST AID
WATER ROOM
EXIT
Key
Fire Exit
Fire Extinguisher
Fire Alarm(pull type local only)


Fire extinguisher
EXIT
Fire exit
EXIT
OSTA
Fire evacuation plan for Scorers building 2nd floor


EXIT
Exit
Fire extinguisher
Concession
EXIT
OSTA
Fire evacuation plan for Concession Building


B Fields 2
B Fields 3
BFields 1
Pavilion 1
Arena 3
Arena 2
Arena 1
In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. Area 1 is the preferred area.

Emergency Information

Old Spanish Trail Arena

Emergency Medical Services (EMS) ----------> 911

Event Location:

Old Spanish Trail Arena
3641 S. Hwy 191
Moab, UT 84532

Urgent Care Services:

Moab Regional Hospital
450 W Williams Way
Moab, UT 84532

Directions to Hospital:

- **Starting from US-191 N**
- **Head northwest on US-191 N toward W Lemon Ln**
- **Turn left onto W 100 S/1st S St**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 mi - about 9 minutes**

Other Emergency Contacts:

Grand County Sherriff's Department →	**435-259-8115**
Moab City Police Department →	**435-259-8938**
Moab Fire Department →	**435-259-5557**

Arena Manager 435 259 6226 or 435 259 1311

If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.

For all building problems please call the Arena Manager.

PGP Auto Show (Brenner Parriott)
1080 S. Millcreek Dr. Moab, UT 84532
pgpautoshow@gmail.com
6/14/2022

Old Spanish Trail Arena (Grand County): Letter of Intent for Insurance

To Whom It May Concern:

We are submitting this letter with the intent to specify and guarantee our Insurance policy will be active for PGP Auto Show. Insurance will be processed and usable for our event on September 9th and 10th of 2022.

Our current Insurance provider (Central Utah Insurance) must wait until 30 days prior to event to provide Insurance quote and proof of coverage. Our current agent is trying to expedite our quote, but will guarantee is arrival by the month of August.

In consideration of our attempts and due diligence to have insurance prior to application submission. We would like to continue our application process while waiting for underwriters to complete our insurance quote. (Minimum 30 days prior to event)

Under the conditions that we do not provide insurance proof to OSTA and County 15 days prior to event, we will forfeit our access to OSTA. Under the conditions that our insurance provider does not provide a quote by August 10th, we will move forward with another Insurance company to ensure coverage. Under the conditions set in this document, we agree to provide insurance under this specified time frame. Under the conditions set in this document, OSTA and Grand County Agrees to allow continuance of application process, with PGP's Intent and guarantee to provide needed insurance.

This letter is not a final offer and all details would need to be negotiated and executed through a formal signed agreement, (below), all revisions and review must take place before OSTA and/or Grand County signs agreement. If an official through OSTA signs this agreement, it is in agreeance with the County and OSTA. Both are not required to sign, unless the County deems necessary. By signing below OSTA & Grand County agree to all above stated. If edits are necessary, original creator (Brenner Parriott) must make and negotiate the edits with those to whom it may concern. If edits are made without creator, we forfeit all changes until reviewed.

Intent Holder agrees to all statements above:
Signature: *Brenner Parriott*
Print Name: Brenner Parriott
Date: 6/14/2022

Intent Recipient agrees to all statements above:
Signature:
Print Name:
Date:

P&G AUTO SHOW

EVENT SCHEDULE

TIME	ACTIVITY
8:00 - 10:00am	Vehicle Entry Late entry will require special assistance
10:00am	Event Begins
10:00am	Judging Begins
12:00pm	Judging Ends
1:30pm	Pre Award Activities (***In front of DJ Booth)*** “Lamborfeeties” “Low Car Limbo” “Car Trivia”
3:00 - 4:00pm	Awards Ceremony
5:00pm	Event Ends

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

MONTH, DAY, YEAR

Agenda Item:

TITLE:	Approving 2022 Moab Overland Expo Special Event Permit
FISCAL IMPACT:	
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 2022 Moab Overland Expo Special Event Permit under the current Special Event Ordinance with conditions on providing a special Event Sales Tax license, and 2022 being a probation year for future special event permitting.

BACKGROUND:

This will be the first year in Moab and for The Old Spanish Trail Arena to host The Moab Overland Expo. Moab Overland Experience is an adventure and lifestyle gathering of like-minded owners and industry professionals all with a passion for the great outdoors. This event will be a four-day camping based expo at OSTA with scheduled workshops based for the overland lifestyle. The event holder will also be offering camping onsite at OSTA. There will be no organized trails for this event. The event will be based at OSTA.

I have received a majority approval from the Special Event Committee and the Referral Agencies with Josie Kovash abstain from comment, and Christina Sloan withholding for preliminary matter.

I would like to request that The County Commission approve the Special Event permit for the 2022 Moab Overland Expo on the following conditions: Receipt of Special event sales tax license, and 2022 being a probationary year to see how the event affects the Grand County community for a reoccurring event in the future.

ATTACHMENT(S):

- Special Event Application
- Signed OSTA Agreement
- Schedule of Events
- Letter of intent – SE Sales Tax License
- Layout plans
- Supplemental Documents available upon request

Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

noreply@civicplus.com <noreply@civicplus.com>
To: abook@grandcountyutah.net

Wed, Jan 12, 2022 at 2:08 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH ORDINANCE 643 Special Events with EXH A	/DocumentCenter/View/12787/Ord-643-Special-Events-with-Exh-A
I have read and understand the Grand County, Utah Ordinance 643 Special Events EXH A	Yes
I understand that All Grand County Permittee and Special Events shall comply with any County's Public Health Order and the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event.	Yes
COVID - PLEDGE	/DocumentCenter/View/12786/Compliance-Pledge-FORM-rev-081921

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand the Covid Pledge.	Yes
Statement of Authority	/DocumentCenter/View/12788/STATEMENT-OF-AUTHORITY

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT PLANNING TEMPLATE	/DocumentCenter/View/11365/COVID_19_Event_Planning_Template_Fillable_Form

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.

A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.

OSTA Security / Compliance Officer	Yes
Today's Date	12/29/2021
First Name	katie
Last Name	bell
Application Type	New Application
Applying 180 business days prior to the first day of the event?	yes
Applicant Name:	Katie Bell
Business or Organization:	MOLU INC
Mailing Address:	751 S 920 W
City	Hurricane
State	UT
Zip	84737
Email Address:	katie@moluevents.com
Phone:	435-703-4444
Cell:	*Field not completed.*
Event Web Address:	www.moaboverlandexpo.com
Contact on-Call During the Event:	Katie Bell
Contact's Cell Phone:	435-703-4444
Contact's Email:	katie@moluevents.com
Alternative on-Call:	Sean Reddish
Alternative on-Call Cell Phone:	435-703-4118
Alternative on-Call Email:	sean@moluevents.com

EVENT DETAILS

Event Name:	Moab Overland Expo
Specific Description of Event:	Overland Expo
Preparation Begins	9/26/2022 8:00 AM

Event Start Date & Time	9/29/2022 12:00 AM
Event End Date & Time	10/1/2022 8:00 PM
Clean-up Completed	10/2/2022 12:00 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Main Arena, Pavilion, outdoor arena, all parking lots.

Confirm locations I only had down Arena, O.D. Arena, Parking Racetrack Lot

Security /Cleaning Deposits

Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.

Concession	*Field not completed.*
Managers/Food Handlers Permit	*Field not completed.*
Concessionaires Insurance	*Field not completed.*
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	3641 S Highway 191 Moab, Ut 84532 Old Spanish Trail Arena
Trails or Surrounding Land Use:	N/A
Weather/Cancellation Policy:	N/A
Ticket Sales:	Non Ticketed

"Daily Total Attendance" shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.

Number of Event Staff & Volunteers	10
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	10
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff &	10

Volunteers	
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	10
Maximum Number of Participants	600
Number of Spectators	100
Number of Event Staff & Volunteers	10
Maximum Number of Participants	600
Number of Spectators	100
Number of Event Staff & Volunteers	10
Maximum Number of Participants	600
Number of Spectators	100
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff/Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Daily total attendance Staff/Volunteers	60
Daily total of attendance of	1800

Participants	
Day Total of Spectators	300
CHECK YES OR NO FOR EACH	
1. Event date verified with OSTA?	Yes
2. Will you be serving alcohol?	No
3. Public street/road or parking lot closure?	No
4. Mechandise Sales/Vendors Requiring Sales Tax Collection?	Yes
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	No
6. Security or Escort required?	No
7. Race, Parade or Pedestrian/Bicycle event?	No
8. Emergency Management Services required?	No
9. Additional needs-portable toilets, waste collection, & recycling?	Yes
10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?	No
11. Approval/permits from other entities? (see section 10 below for more details)	No
12. Is Grand County listed as an Additional Insured on Certificate of Insurance?	Yes ✓
13. Is power required	Yes
14. Is water required	Yes
15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)	No

16. Will you require compacting of arena dirt (floor)	Yes
17. Hiring of OSTA Staff for cleaning during/after event	No
18. Any Special Deliveries	No
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	No
20. Will your event require any Tractor time, or implement use	No
21. Will your event require use of stalls/pens for overnight use.	No
22. Will you event offer overnight camping options.	Yes
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	Yes

If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.

Field not completed.

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at abook@grandcountyutah.net *DATES ARE NOT CONSIDERED VERIFIED UNTIL OSTA HAS DATES POSTED ON EVENT CALENDAR* Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services.

Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

Road Department (435) 259-5308 bjackson@grandcountyutah.net

Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.

Street(s)/Road/Hwy to be closed: Attach Detailed Map.	N/A
Date of Street or Parking Lot Closure:	N/A
Time(s) of Street or Parking Log Closure:	N/A
Name of Traffic Control Coordinator:	N/A
Phone:	N/A

3. ESCORT OR SECURITY:
Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.

Applicants may make their own arrangements for escorts/security or may work directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.

Sheriff's Fees;
Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.

Sheriff's Office (435) 259-8115 swhite@grandcountysheriff.org

The applicant will provide security or escort for the Special Event through the company listed below.

Name of Escort/Security	N/A

Company:	
Contact Person Name:	N/A
Security Contact Phone:	N/A
Email:	N/A

4. EMERGENCY MEDICAL SERVICES:

Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.

EMS Guidelines	https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines

EMS Department (435) 259-1301

Indicate One	*Field not completed.*
Agreement (Yes or No)	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
If you have additional Staff/Volunteers upload the information here.	*Field not completed.*
CPR Certifications can be uploaded here or as described below.	*Field not completed.*

The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.

Name of Medical Provider:	*Field not completed.*
Contact Person Name:	*Field not completed.*

Contact Phone:	*Field not completed.*
Email:	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Memeber	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff Member	*Field not completed.*
Contact Phone Number	*Field not completed.*
Contact Email	*Field not completed.*
GPS coordinates for Helicopter Landing Zone (remote event):	*Field not completed.*
GPS coordinates for first aid locations and important intersections:	*Field not completed.*

Livestock Events:
A veterinarian may be required to be on site at all times during your event.

Name of Veterinarian Clinic	N/A
First Name	katie
Last Name	bell
Street Number	*Field not completed.*
Street Name	*Field not completed.*
Street Type	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Office Number	*Field not completed.*
Cell Number	*Field not completed.*
Emergency Number	*Field not completed.*

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.

Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.

5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:
May require inspection by the Building Department and/or Fire Department. PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	N/A

Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.

Building Department (435) 259-1344 bhulse@grandcountyutah.net

Fire Department (435) 259-5557 bmcguffeemoabfire@gmail.com

6. ALCOHOL PERMIT:
Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) www.abc.utah.gov (801) 977-6800

Approval letter from the Grand County Commission and the DABC.
Download approval letters at the bottom of the application in Other Related Documents.

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS WILL START THE 60 DAY PROCESS.

Beer Garden
Include location on the site/sketch plan.

7. BUSINESS LICENSE & SALES TAX COLLECTION
Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.

Attach Business License	*Field not completed.*
Utah State Temporary Sales Tax Application	https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1
Special Event Sales Tax License	https://tax.utah.gov/sales/specialevents#temporary
Attach Utah Sales Tax License	*Field not completed.*

• *http://bit.ly/TempBizForm - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.*

• *http://bit.ly/TempUTStateTax - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.*

Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: specialevent@utah.gov or website: http://tax.utah.gov/sales/specialevents

501(c)3
Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document	*Field not completed.*

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:
It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements

Vendors
Vendors name and location on the site/sketch plan.

Number of Merchandise Vendors:	5+ (attach additional information below)

1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

B. Food Vendors:

Food Service Vendors require a Food Service Permit, http://grandcountyutah.net/DocumentCenter/View/3725, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.

Food Vendor

Food Vendor name and location on the site/sketch plan.

Additional Insurance requirements for using OSTA concession	N/A
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	*Field not completed.*
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*

Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:
If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.

Number & Type of Motor Vehicles to be used (if any):	N/A
Number of Walkers/Foot Racers:	N/A
Number of Bicyclists	N/A
Description of staging/pre-event gathering and finish areas and event route:	n/a

9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, & RECYCLING:
The following requirements must be met.

Sanitation - Garbage - Recycling
Name and location of all restrooms, garbage cans, and recycling locations. Site/sketch plan.

Sanitation Service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan.

Bathroom Facilities
Daily restroom hauling and cleaning. Specify their locations on your Site Plan

Sketch.

Sanitation Service Providers Name	Monument Valley Dumpster Service
Phone	*Field not completed.*
Email	*Field not completed.*
Attach Sanitation Contract if applicable.	*Field not completed.*

? Canyonlands

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	we are brining in dumpsters through monument valley and will empty trash cans daily.
Attach Garbage Contract	*Field not completed.*

Recycling:
Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.

Please describe in detail your recycling plan:	recycling cans will be dispersed near the trash cans.
Attach Recycling Contract if applicable.	n/a

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):
Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.

Permits from other entities, if applicable. Please check all that apply:	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

11. Proof of Insurance
A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $1 million

aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Grand County 125 East Center Street Moab Utah 84532

Upload copy of Certificate of Insurance	*Field not completed.*
Indemnification & Liability Agreement Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit
Indemnification and Liability Agreement	*Field not completed.*

REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 643 (2021)
A list/description of Special Events requirements

The list below is for you to check off the documents as you have uploaded them.

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	Conformation from OSTA verifying date. A signed OSTA agreement will be required.
Site Plan and/or Detailed Course Map	*Field not completed.*
OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed Course Map	*Field not completed.*
Other Related Documents	MOLU Inc temp BL app 1-3-2022.pdf
2021 Fee Schedule	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL

8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or

season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website (grandcountyutah.net) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	katie
Middle Initial	*Field not completed.*
Last Name	bell
Date	12/29/2021

OSTA Contact Information:

The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St. (Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226
abook@grandcountyutah.net

Email not displaying correctly? View it in your browser.

GRAND COUNTY
FACILITIES
RENTAL AGREEMENT

Event Name Moab Overland Expo

Event Date September 27, 2022- October 1, 2022

Event Contact Person Katie Bell Sean Reddish

Contact Person's Cell # (435) 703-4444 (435) 703-4118

Contact Person's Email katie@molvevents.com sean@molvevents.com

It is the Renter's responsibility to confirm event dates on the OSTA website to ensure accuracy. Go to: http://www.grandcountyutah.net to view our Calendar.

√	**Possible requirement(s) for your event* * Please consult ____ for more information**	**Recommended Time Frame**
	Special Event Permit (County)—not needed for small events	6-12 months prior
	Sponsors (budgets are set 3 months prior to new year)	1 year prior
	Temporary Alcohol Permit (County & State approval required)	3 months prior
	General Commercial Insurance (Grand County must be designated as Additional Insured)	2 months prior
	Security Deposit by separate check (determined per OSTA policy), from which the non-refundable $50.00 Booking Fee shall be deducted	2 months prior
	Safety Plan (required for some events at the discretion of OSTA's Manager)	Prior to contract signing
	Temporary Business Permit for each out of County vendor ($10 payable to Grand County)	At event
	Payment for Event per Grand County Code Section 3.06.140 (Fees of the Old Spanish Trail Arena Recreation Complex)	Last day of event or up to 1 week after
	Security Deposit refund less deductions for damage, if any	Within 30 days

Old Spanish Trail Arena Conditions of Conduct

General rules

Children must not be subject to alcohol or drugs in any area that they are occupying.
Children must be supervised at all times.
No walking on bleacher tops by anyone.
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

Alcohol

Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

Event shut down times

Ballfields events curfew 10:30pm to 7am
Arena events curfew 12pm to 7am

Motorized Vehicles

No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.
Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.
Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

Smoking

Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

Building surfaces

Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

Inappropriate behavior

Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

Security Deposits

A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

OSTA Security

OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

*****Violation of any rule revokes loss of deposit.**

GRAND COUNTY
FACILITIES RENTAL AGREEMENT

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and __Moab Overland Expo_____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: **The Old Spanish Trail Arena Recreation Complex**

Purpose of Function: Moab Overland Expo

Term of Use: Starting September 27, 2022 Ending October 1, 2022

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
Main Arena Building	5	$450.00	$2,250.00
Rail Removal & Re-Install	25	$30.00	$750.00
OSTA Security/Compliance Officer (Event times are required. Min. 2 staff @ $40 an hour each) Friday & Saturday 5PM - 8PM	6	$80.00	$480.00
Soft Compact Arena Floor	1	$250.00	$250.00
Pavilion Rental on Saturday October 1st	1	$200.00	$200.00
			$0.00
ALL CAMPING FEES WILL BE PAID DIRECTLY TO OSTA. ALL CAMPERS WILL NEED TO OBTAIN A CAMPING TAG THROUGH OSTA.			$0.00
			$0.00
			$0
Non-Refundable Administration Fee	1	$400.00	$400.00
Total Cost of event (subject to ticket sales, business licenses, and concession sales		**Sub Total:**	**$4,330.00**
Refundable security Deposit	1	$1,000.00	$1,000.00
Extended total including refundable security deposit		Total:	$5,330.00

Security Deposit

Renter shall pay to County $1,400.00 as a Security Deposit, $400.00 is a Non-refundable Administration Fee pursuant to Grand County Code Section 8.16.100. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement by providing written notice___30____ days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination by Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

Attorneys' Fees

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

Venue and Jurisdiction

The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Entire Agreement/Amendment

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties.**IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

Renter -Dated: 07-5-22

Signature: Katie Bell

By: Katie Bell (Printed name)

Address: 751 S 920 W Hurricane UT 84737

Phone: 435-703-4444

Email: Katie@moluevents.com

County Dated: July 5, 2022

Signature: _____

By: Angela Book (Printed name)

Its: OSTA Director

Address: 3641S Hwy 191 Moab UT 84532

Phone: (435) 259-1311 or (435) 259-6226

Email: abook@grandcountyutah.net

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): MOAB Overland Experience

Date(s): September 26-October 2, 2022

Location: Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

1. **Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.**
2. **Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee,** for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. **Hereby agrees** that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. **Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. **Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees,** for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. Adults signature must be added alongside child's name

	Adults Name	Adults Signature	Childs Name	Childs Signature
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2				

	Adults Name	Adults Signature	Childs Name	Childs Signature
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	Adults Name	Adults Signature	Childs Name	Childs Signature
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Note extra pages may be added above.

Exhibit "B"

Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
Furniture cleaned -tables, chairs, chalkboards, carpet, blinds- If used	**Furniture cleaned** -tables, chairs, chalkboards, carpet, blinds
Building surfaces cleaned -floors, walls, ceilings, windows, bleachers- If used	**Building surfaces cleaned** -floors, walls, ceilings, windows, bleachers
Building fixtures cleaned- toilets, urinals, basins, mirrors	**Building fixtures cleaned-** toilets, urinals, basins, mirrors
Garbage's- pick up all garbage, empty and reline trash cans into dumpsters	**Garbage's**- pick up all garbage, empty and reline trash cans into dumpsters
Grounds-pick up garbage and manure.	**Grounds**- repair damage to grass and fences, pick up garbage
Arena- No animal excrement left in the arena –must be cleaned up before leaving.	**Fields- No animal excrement on the fields – must be cleaned up before leaving**
Stalls- clean and remove manure to specified onsite dump	

Exhibit "C"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County 125 East Center Street Moab Utah 84532 as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

Each occurrence	**$1,000,000**
Damage to rented premises	**$1,000,000**
Personal Injury	**$1,000,000**
General aggregate	**$2,000,000**
Products Comp/OP AGG	**$2,000,000**

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

Exhibit "D"

Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1. **Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of $5 per stall to be cleaned and a minimum of $35 for the tractor fee.

2. **Set Up and Take Down**: Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.

3. **Banners/Posters/Signs**: NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.

4. **Access to Stalls**: Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event holder must also

allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information**: Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.

6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.

7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include AT LEAST FIVE vehicle spaces available **AT ALL TIMES.** These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.

8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.

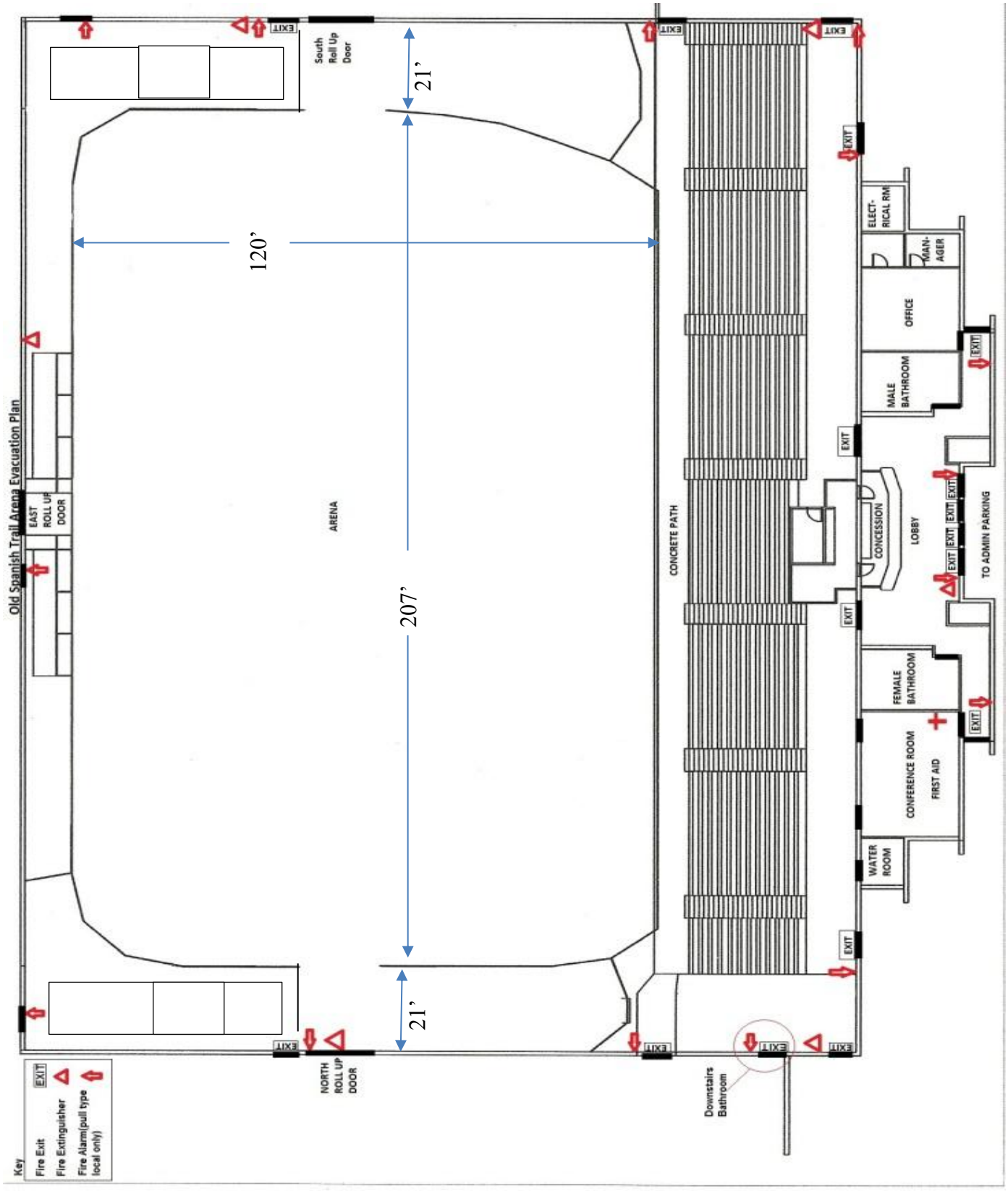
    - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
    - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
    - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
    - There is no access to and from site for non-street licensed vehicles except by trailer.
    - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete

9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

I hereby have read and agree to special terms and conditions.

Signature Katie Bell **Date** 07-05-22


Old Spanish Trail Arena Evacuation Plan
EAST ROLL UP DOOR
South Roll Up Door
ARENA
120'
207'
21'
21'
NORTH ROLL UP DOOR
CONCRETE PATH
Downstairs Bathroom
ELECT-RICAL RM
MAN-AGER
OFFICE
MALE BATHROOM
CONCESSION
LOBBY
TO ADMIN PARKING
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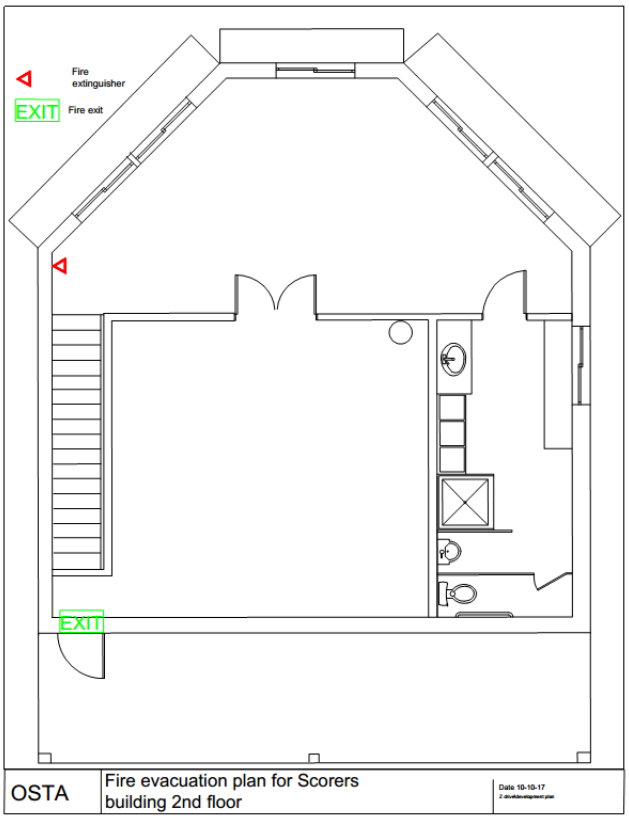
EXIT
Key
Fire Exit
Fire Extinguisher
Fire Alarm(pull type local only)


Fire extinguisher
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Fire exit
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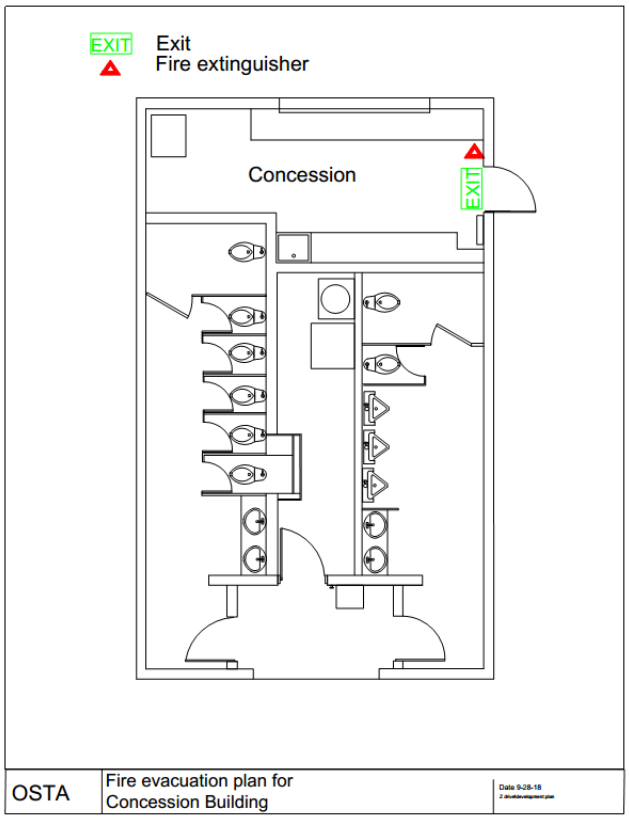
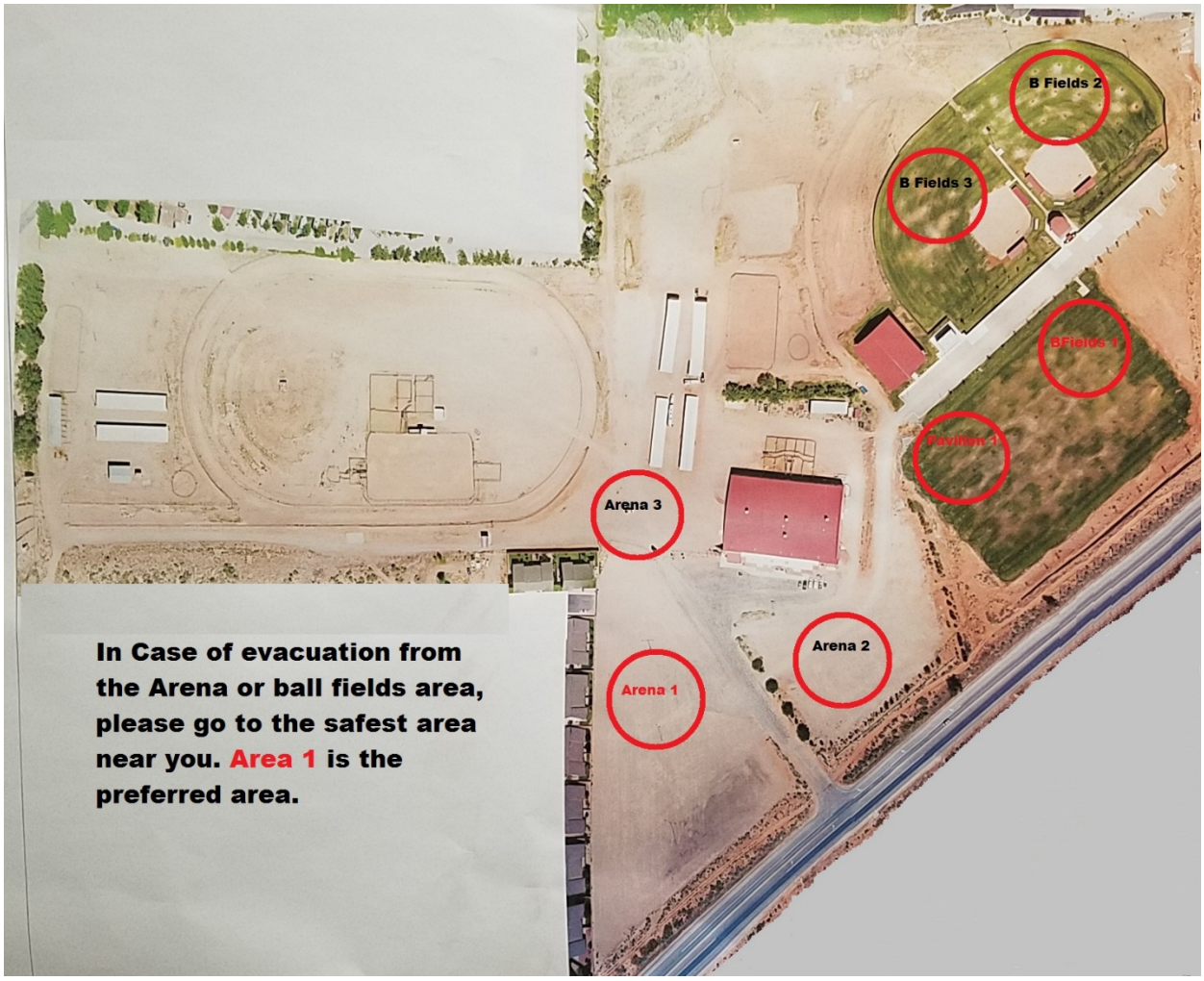
Fire evacuation plan for Scorers building 2nd floor


EXIT
Exit
Fire extinguisher
Concession
EXIT
OSTA
Fire evacuation plan for Concession Building


B Fields 2
B Fields 3
BFields 1
Pavilion 1
Arena 3
Arena 2
Arena 1
In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. Area 1 is the preferred area.

Emergency Information

Old Spanish Trail Arena

Emergency Medical Services (EMS) ----------> 911

Event Location:

Old Spanish Trail Arena
3641 S. Hwy 191
Moab, UT 84532

Urgent Care Services:

Moab Regional Hospital
450 W Williams Way
Moab, UT 84532

Directions to Hospital:

- **Starting from US-191 N**
- **Head northwest on US-191 N toward W Lemon Ln**
- **Turn left onto W 100 S/1st S St**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 mi - about 9 minutes**

Other Emergency Contacts:

Grand County Sherriff's Department → 435-259-8115
Moab City Police Department → 435-259-8938
Moab Fire Department → 435-259-5557

Arena Manager 435 259 6226 or 435 259 1311
If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.

For all building problems please call the Arena Manager.

Revel Van Rally

GO OUTSIDE AND PLAY

REVEL-MODE VAN RALLY – Sept 29 – Oct 1
EDUCATIONAL CONTENT provided by THE REVEL CLUB and MERCEDES BENZ VAN CENTER WARNER

(Scheduled times and topics subject to change)

Sept 29th Thursday MAIN TENT

9:00am – 11:00am (2 hours)

Overland First Aid – Introduction to the basics of wilderness and overlanding first aid and what you should have in your pack.

11:00am – 12:00pm

Wilderness Survival – What are your 10 essentials? Learn the basic practical tips and strategies that every outdoor traveler should know.

LUNCH BREAK

1:00pm – 2:00pm

Understanding Satellite Phones - Comparing satellite phones and other satellite equipment to ensure they match your critical personal communications needs.

2:00pm – 3:00pm

Basics of Map & Compass Navigation - understand the information provided on your map, the proper use of your compass, and how to put the two together.

3:00pm – 4:00pm

Situational Awareness – learn the essentials about how to keep yourself safe, whether in an urban situation or boondocking in the backcountry

Sept 29th Thursday Indoor Arena (Mercedes Benz)

9:00am – 11:00am (2 hours)

Tire-Changing Workshop – This will be a live, interactive, hands-on workshop on 2-3 vans with 6-9 students per session handling tools and materials with 1 instructor per 2-3 students/1 van

11:00am – 12:00pm

Pre-Trip Planning – We will be talking about what to look for before a trip and how to be best prepared for your journey, both on pavement and on the trails

LUNCH BREAK

1:00pm – 2:00pm

Mercedes Benz Multi-Point Inspection (MPI) – Go through step-by-step what to look for and how to conduct a Mercedes Benz MPI.

2:00pm – 3:00pm

How to use an OBDII reader – We will learn the ins and outs of an OBDII reader and how to communicate back with the dealership/service department. We will go over scenarios of when you should consider aborting your journey or continue to press on?

3:00pm – 4:00pm

Pre-Trip Planning – We will be talking about what to look for before a trip and how to be best prepared for your journey, both on pavement and on the trails

---

Sept 30th Friday MAIN TENT

9:00am – 10:00am

Lithium Upgrades – Learn all about the **lithium** power source that has many proven benefits that include lighter weight, longer life and battery cycles.

10:00am – 11:00pm

External mods – Understanding what modifications are out there and what your options are.

11:00am – 12:00pm

Overland Cookery – Learn the knowledge, rationales, and techniques underlying vehicle-based adventure travel meal planning.

LUNCH BREAK

1:00pm – 2:00pm

Working on the Road – Learn all about how you are able to make money while enjoying the freedom of being on the road

2:00pm – 3:00pm

Landscape photography - learn techniques that allow you to turn everyday snapshots into beautiful compositions

3:00pm – 4:00pm

Night photography - a quick look at the essentials of night photography

Sept 30th Friday Indoor Arena (Mercedes Benz)

9:00am – 11:00am

Tire-Changing Workshop (2 hours) – This will be a live, interactive, hands-on workshop on 2-3 vans with 6-9 students per session handling tools and materials with 1 instructor per 2-3 students/1 van

11:00am – 12:00pm

Van Recovery – Should you ever find yourself in need of assistance while on the road, know where all your recovery and hoisting/jacking points are and how to quickly and effectively communicate and coordinate with MB for service and parts.

LUNCH BREAK

1:00pm – 2:00pm

Mercedes Benz Multi-Point Inspection (MPI) – Go through step-by-step what to look for and how to conduct a Mercedes Benz MPI.

2:00pm – 3:00pm

Trail Selection – What types of terrain is my van capable of driving on? Read the natural signs, maps and know when to press on and when to divert.

3:00pm – 4:00pm

What's in Your Toolbox? – Understand what basic tools you should carry and how to check and change them out.

Oct 1st Saturday MAIN TENT

9:00am – 10:00am

Traveling with Pets – Top tips for traveling with your pet on the road and the most common medical issues you may encounter

10:00am – 11:00pm

External mods – Understanding what modifications are out there and what your options are.

11:00am – 12:00pm

Top Overlanding Apps – Learn which apps can help us out when we venture on or off the road

LUNCH BREAK

1:00pm – 2:00pm

Living Full-time in a Van – What's it really like living in a van full-time?

2:00pm – 3:00pm

Connectivity While on the Road – How to stay connected while working on the road

3:00pm – 4:00pm

Best Tires for Sprinter Vans – Find out how to choose the best tires to meet your traveling style

Oct 1st Saturday Indoor Arena (Mercedes Benz)

9:00am – 11:00am

Tire changing workshop (2 hours) – This will be a live, interactive, hands-on workshop on 2-3 vans with 6-9 students per session handling tools and materials with 1 instructor per 2-3 students/1 van

11:00am – 12:00pm

OOPS! I Put In the Wrong Fuel – What to do when you accidentally fill your tank with the wrong fuel. Know how to remedy this and what to do next.

LUNCH BREAK

1:00pm – 3:00pm (2 hours)

4x4 Basics – what is 4x4 and what is low range? What is the difference and when to use one over the other. Learn about gear selection, engine speed, paddle shifting and two-foot driving. How to know when to "go as slow as possible and as fast as necessary" to maintain control and momentum when driving. What is ESP and when do I leave it on and when do I turn it off?

3:00pm – 4:00pm

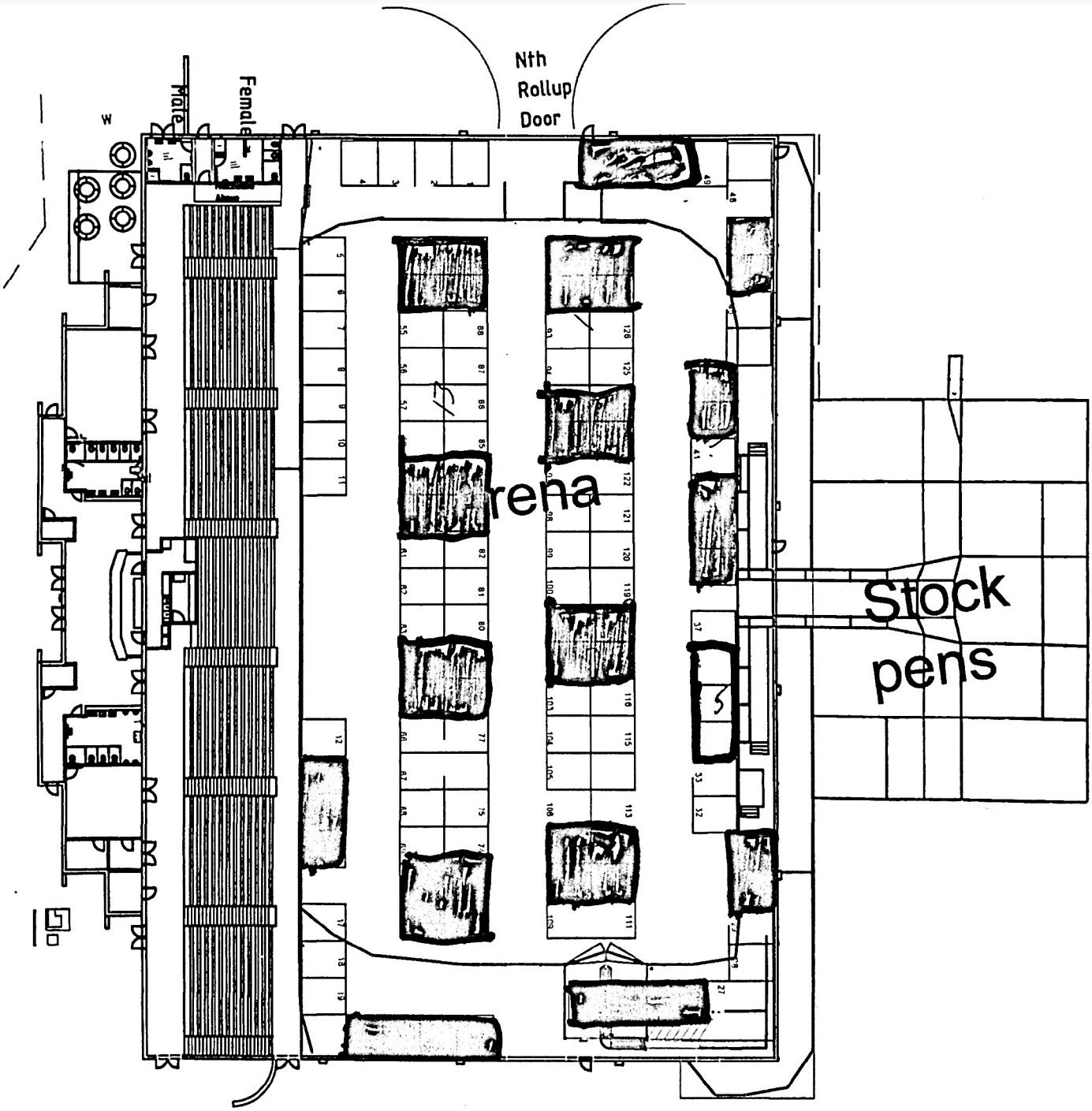
Center of Gravity, GVWR and GCWVR – understand why it is important to understand how the center of gravity can affect the performance and the safety of your van and how to manage it.

Letter of Intent to provide sale tax number

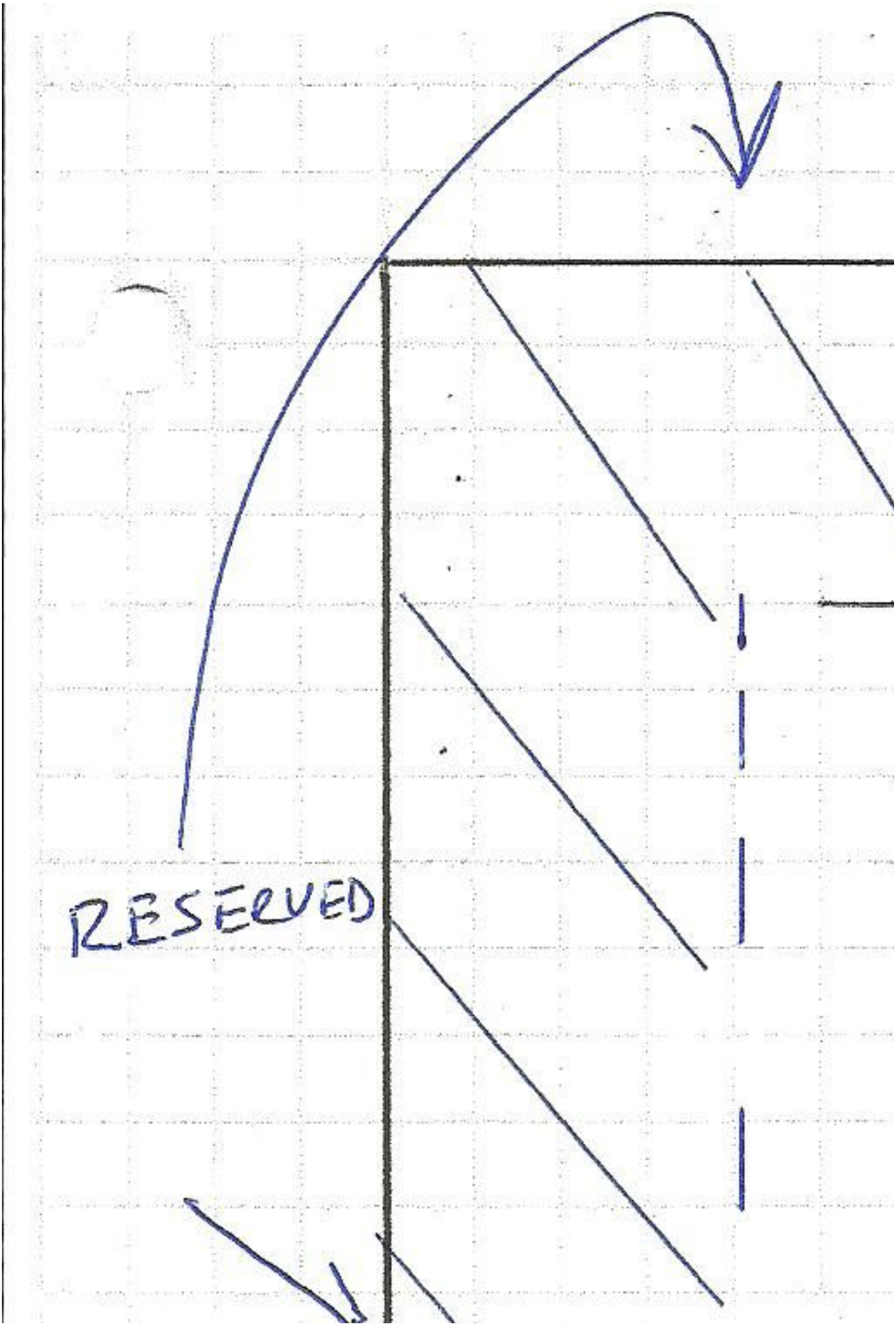
Molu Inc. will provide sales tax license two weeks prior to the event. The state will not issue them to any event prior to 30 days before the event.

Sean Reddish
435-703-4118

Moab Overland Expo



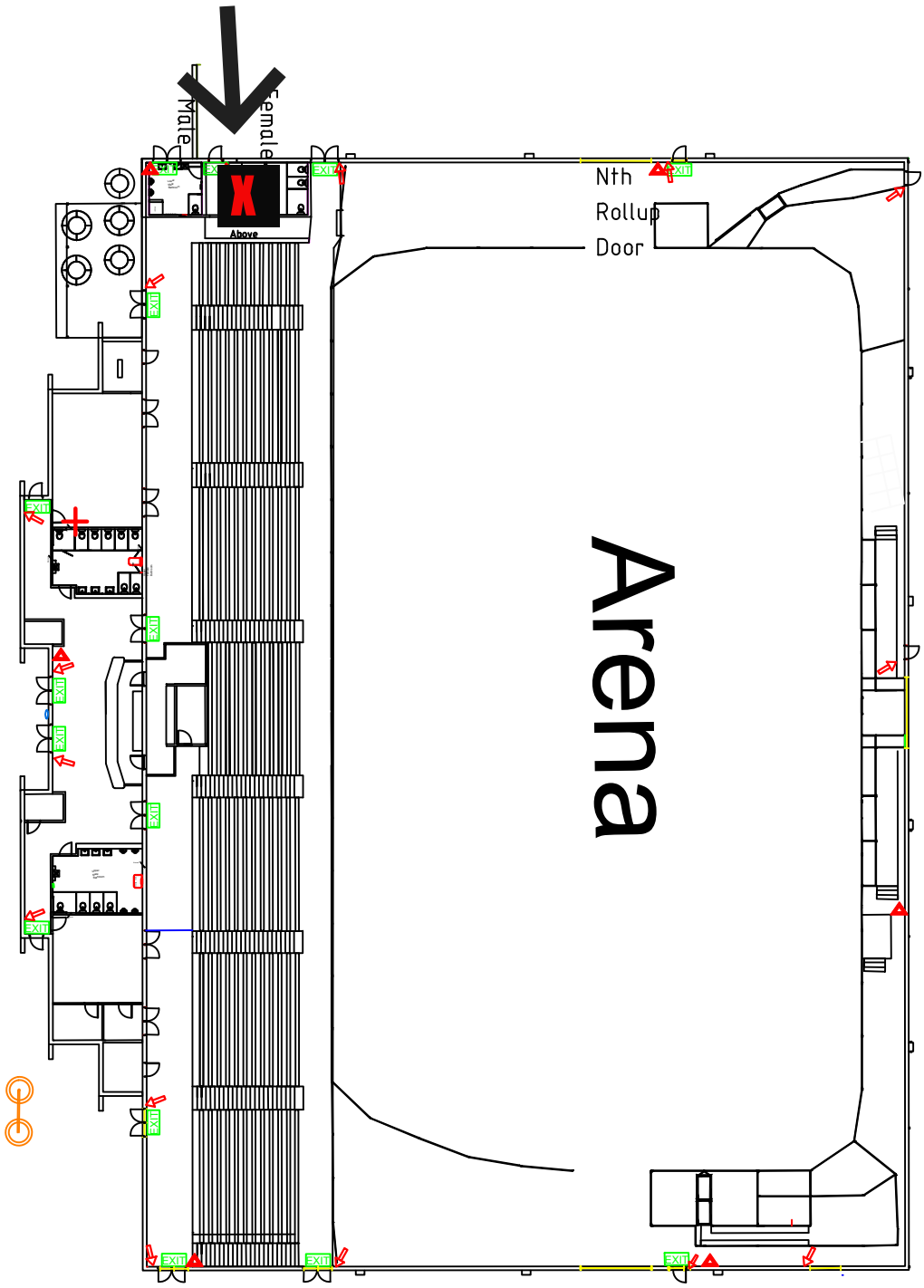
Old Spanish Trail Arena	Arena Plan	Date 5-13-19


RESERVED

1. EACH Blo
Vendor

2. Non-Bla
Are emp

First Aid Medical Station



Old Spanish Trail Arena	Arena Plan	Date 5-13-19

Agenda Summary GRAND COUNTY COMMISSION July 19, 2022 Item No.	
TITLE:	Adopting Resolution approving the Final Plat, All American Acres Subdivision, Lot 5 Amended, located at 4500 Easy Street (Parcel No. 02-0SAA-0005)
FISCAL IMPACT:	No known fiscal impact
PRESENTER(S):	Elissa Martin, Planning and Zoning

Prepared By:
ELISSA MARTIN

GRAND COUNTY
PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete
7/13

STATED MOTION:
I move to approve the Findings of Fact set forth in the staff report dated May 12, 2022 and the proposed Resolution approving the Final Plat of All American Acres Subdivision, Lot 5 Amended with the following conditions:

1. The Owner shall record the SIA and CCRs simultaneously with the Final Plat in the Recorder's Office; and

2. The Owner shall submit an acceptable completion assurance bond for the public improvements and infrastructure as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

STAFF RECOMMENDATION: APPROVE
The Plat Amendment is consistent with requirements set forth in Grand County Land Use Code Section 9.8.1 Plat Amendments, Article 7 Subdivision Standards, and Article 5 Lot Design Standards.

Review and consider application materials provided. This is an administrative decision. Staff recommends the County Commission approve the final plat for All American Acres, Amended Lot 5 and associated documents.

BACKGROUND:
The property consists of one 5.03 acre parcel, zoned Rural Residential (RR). Two dwelling units exist on the property along with one accessory dwelling unit and one accessory structure (detached). This lot is being subdivided to create four lots ranging in size from 1 acre to 1.41 acres.

The Private Access Tract & Public Utility Easement as referenced on the plat will be maintained as described within the CCRs.

ATTACHMENT(S):
- Staff Report
- Resolution
- Final Plat
- SIA
- CCRs
- County Engineer Letter of Approval
- Grand Water Sewer Service Agency Letter of Approval
- Title Report (Available upon request)

STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: May 12, 2022

TO: Grand County Commission

SUBJECT: Final Plat, All American Acres Subdivision, Lot 5 Amended

---

PROPERTY OWNER: Bomb Voyage, LLC

PROP. OWNER REP: Jared Fisher

PROPERTY ADDRESS: 4500 Easy Street, Moab UT 84532 - Parcel No. 02-0SAA-000

SIZE OF PROPERTY: 5.03 acres

EXISTING ZONE: Rural Residential

EXISTING LAND USE: Two Single Family- Dwelling Units with two associated accessory structures

ADJACENT ZONING AND LAND USE(S): Rural Residential

APPLICATION TYPE:
Plat Amendment, Administrative

STAFF RECOMMENDATION: Approve
Plat Amendments are 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:	Public Hearing at:
	Planning Commission	Planning Commission
	County Commission	County Commission

Attachments:

- Resolution
- Final Plat
- SIA
- CCR's
- Approval Letters

SUMMARY OF REQUEST

The applicant is seeking approval for the Final Plat All American Acres, Amended Lot 5 Subdivision located at 4500 Easy Street within the All American Acres subdivision.

This Plat Amendment submission proposes a 4-lot subdivision processed with Grand County Land Use Code Section 9.8.1 Plat Amendments, Section 9.5 Final Plat, Article 5 Lot Design Standards, and Article 7 Subdivision Standards.
The proposed final plat is in conformance with the approved preliminary plat

The approved application would subdivide one parcel into four lots, ranging in size from 1 acre to 1.41 acres and including the construction of a private access tract for the two rear parcels: 5C and 5D.

PROPERTY HISTORY
The property has existed as a residential lot containing two dwelling units, one accessory dwelling unit. (detached) and one accessory structure.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The applicant's property fronts Easy Street which is currently constructed to County Standards and as such, no roadway improvements will be required and no right-of-way dedication will be needed.

A private access tract will be constructed according to County Construction Standards and submitted Civil Plans. This Private Access Tract will be constructed in order to provide access to the two rear lots (5C and 5D). The private access tract will be maintained per the provisions set forth in the CCR's.

The County Engineer has approved the civil plans for infrastructure, road improvements and drainage which includes individual drainage facilities on each lot.

All utility easements required are shown on the final plat and approved by the Engineer and Grand Water Sewer Service Association (GWSSA): each having provided a letter of acceptance.

FINDINGS OF FACT

Consistency with the General Plan

1) **FINDING:** The proposed subdivision is in conformance with the 2030 General Plan Future Land Use Section insofar as providing opportunities for housing and being consistent with the minimum density of the Rural Residential Future Land Use designation.

a) **EVIDENCE:** The property is located within the Rural Residential Future Land use designation, which accommodates agriculture and single-family residential uses (1 dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open-space set-aside or fee in lieu and 25% affordable housing units or fee in-lieu).

b) **EVIDENCE:** In terms of density; the subdivision provides for a net density of 1 unit per acre (4 units per 4.75 acres).

2) **FINDING:** The lots being created by this subdivision are one acre or more in size, which is in conformance with the General Plan's recommended standards.

a) **EVIDENCE:** The property is located within the Rural Residential Future Land Use Designation in the General Plan's Future Land Use Map

a) **EVIDENCE:** The Rural Residential Future Land Use Designation accommodates Single Family Residential: one dwelling unit per acre base density and up to 1.6 dwelling units per acre with a 50% open space set-aside or fee-in-lieu and 25% affordable housing units or fee-in-lieu.

3) **FINDING:** New development as a result of this subdivision is consistent with the recommended standards of the General Plan's Ridgeline Protection Area.

a) **EVIDENCE:** The subject property is located within the Ridgeline Protection Area of the General Plan's Future Land Use Designation Map and as such, new structures, buildings, fences, or walls proposed on the subject property are located so that they do not visually disrupt ridgelines as seen from specific public roads in Spanish Valley.

Conformance with the Grand County Land Use Code

4) **FINDING**: The proposed subdivision is in conformance with Grand County Land Use Code Article 5 – Lot Design Standards.

a) **EVIDENCE:** The proposed subdivision will create four lots (5A, 5B, 5C and 5D); ranging in size from 1 acre to 1.41 acres;

b) **EVIDENCE:** Lots 5A & 5B are designed with the required frontage along Easy Street and lots 5C & 5D are designed with the required frontage along the Private Access Tract.

5) **FINDING**: The proposed subdivision is in accordance with Land Use Code Article 7 - Subdivision Standards.

a) **EVIDENCE:** The proposed plat provides a 10' PUE property line easements.

b) **EVIDENCE:** The proposed subdivision meets the requirements for drainage per section 7.7.1. of the Land Use Code by way of County Engineer approved Drainage Plan as described in section II (Stormwater Management) of the Grand County Construction Standards. This Drainage Plan meets the requirements of such facilities with the construction of individual drainage basins on each lot.

c) **EVIDENCE:** 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.

6) **FINDING:** The proposed subdivision is in accordance with the Land Use Code Article 9, Administration and Procedure, including Section 9.1.3 Minimum Submission Requirements, and 9.8 Plat Amendments.

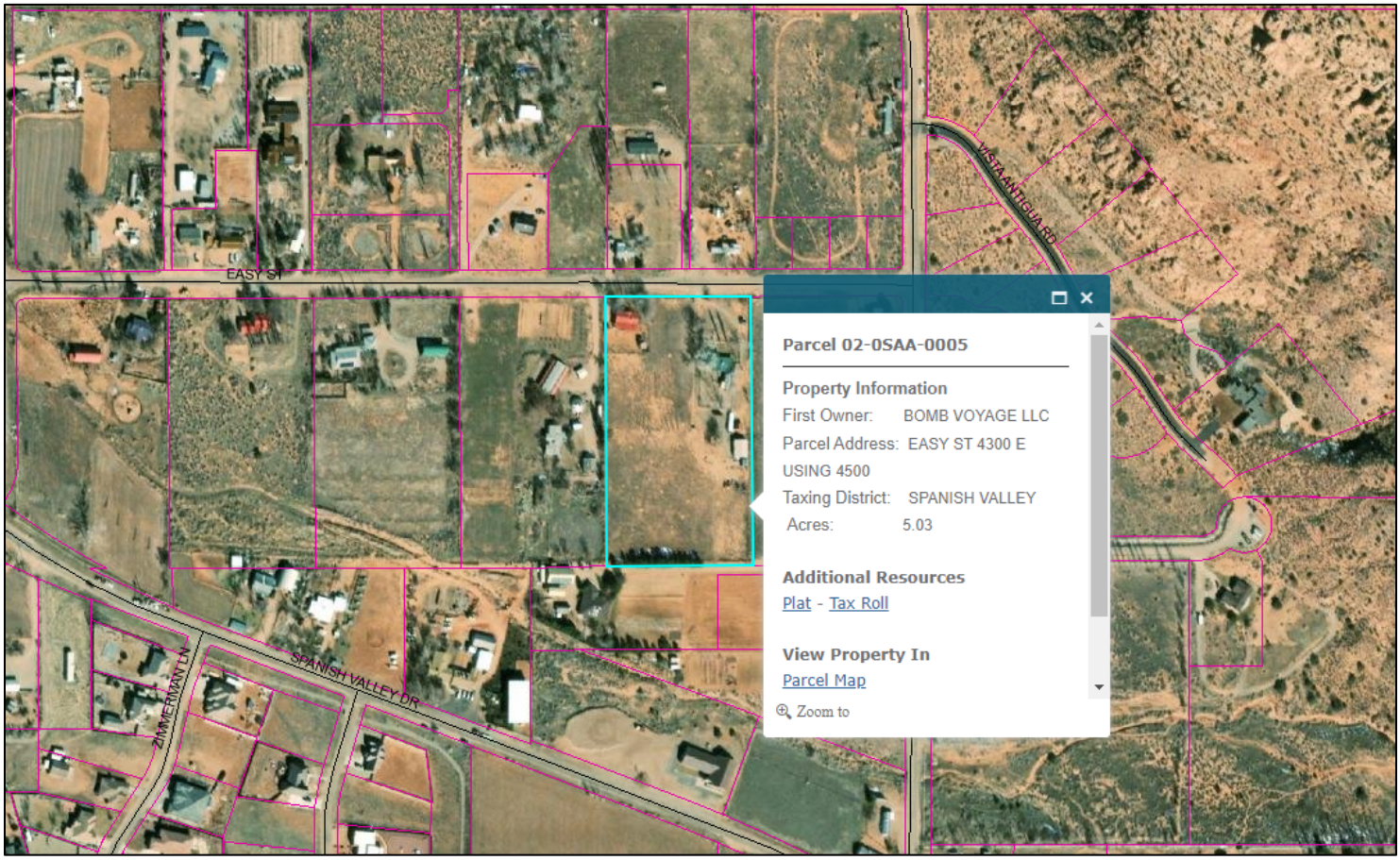
a) **EVIDENCE:** The applicant submitted documents for review and approval per requirements in the LUC Article 9.1.3, Minimum Submission Requirements, and Article 9.8, Plat Amendments.

b) **EVIDENCE:** The Plat Amendment application was determined complete by Planning & Zoning staff on April 12th, 2022.

APPLICATION MATERIALS for APPROVAL

- Final Plat (Sig)
- SIA (Sig)
- Resolution (Sig)

Vicinity Map



GRAND COUNTY, UTAH
RESOLUTION NO._____ (2022)

APPROVING FINAL PLAT ALL AMERICAN ACRES SUBDIVISION, LOT 5 AMENDED

WHEREAS, the previously named Grand County Council ("County Council") adopted the Grand County General Plan ("General Plan") on April 6, 2004, with Resolution No. 2654, as amended by Resolution No. 2976;

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

WHEREAS, Bomb Voyage, LLC, ("Owners") is the owner of record of real property known as Parcel No. 02-0SAA-0005 ("Property"), a parcel of land located in the Rural Residential Zoning District in Grand County, Utah, which parcel is more specifically described as:

> LOT 5, ALL AMERICAN ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.
> EXCEPTING therefrom all coal and minerals, that have been previously reserved or transferred in prior documents.
> Tax Parcel No.: 02-0SAA-0005

WHEREAS, the Grand County Commission (the "Commission") approved the Final Plat of All American Acres Subdivision, recorded on November 17th, 1975 as Entry No. 359011 in Book 237 at Pages 519-527;

WHEREAS, the Owners submitted an application for a Plat Amendment to subdivide the Property into four separate parcels and a private access tract;

WHEREAS, the application is subject to the criteria established by Ordinance No. 646 (2021) and incorporated into the LUC Section 9.8 Plat Amendments;

WHEREAS, the Grand County Planning and Zoning Department has determined the application complies with the requirements of the LUC; and

WHEREAS, the Grand County Commission has considered the application and supporting documents in a public meeting;

NOW, THEREFORE, BE IT RESOLVED that the Grand County Commission hereby grants approval of the Final Plat, All American Acres Subdivision, Lot 5 Amended;

1. The Owner shall record the SIA and CCRs simultaneously with the Final Plat in the Recorder's Office; and

2. The Owner shall submit an acceptable completion assurance bond for the public improvements and infrastructure as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

ADOPTED by the Grand County Commission in open session of a public meeting this 19th, day of July 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

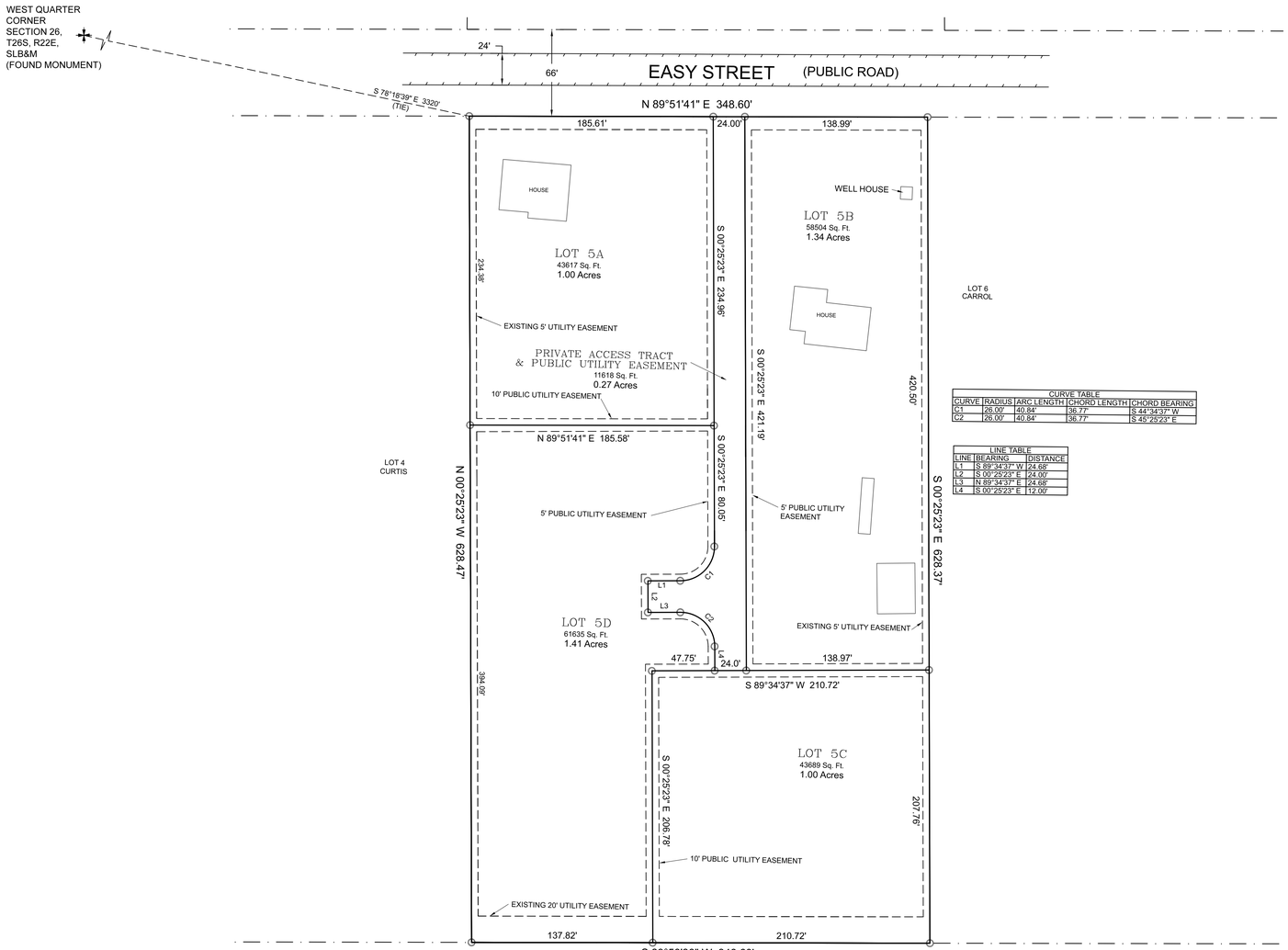
Grand County Commission **ATTEST:**

_____ _____

Jacques Hadler, Chairman Gabriel Woytek, Clerk/Auditor

FINAL PLAT
ALL AMERICAN ACRES SUBDIVISION, LOT 5 AMENDED

AMENDING BY SUBDIVISION LOT 5, ALL AMERICAN ACRES SUBDIVISION
LOCATED IN SECTION 26, T26S, R22E, SLB&M



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	26.00'	40.84'	36.77'	S 44°34'37" W
C2	26.00'	40.84'	36.77'	S 45°25'23" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°34'37" W	24.68'
L2	S 00°25'23" E	24.00'
L3	N 89°34'37" E	24.68'
L4	S 00°25'23" E	12.00'

N

W E

S

50' 0' 50' 100'

SCALE: 1" = 50'

VICINITY MAP

NOT TO SCALE

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

ALL AMERICAN ACRES SUBDIVISION, LOT 5 AMENDED

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

Lucas Blake
License No. 7540504

Lucas Blake DATE
License No. 7540504

SUBDIVISION BOUNDARY LEGAL DESCRIPTION

Beginning at the Northwest corner of Lot 5, All American Acres Subdivision, said point being South 78°18'39" East 3320.00 feet from the West Quarter corner of Section 26, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and running thence North 89°51'41" East 348.60 feet along the North right-of-way line of Easy Street to the Northeast corner of said Lot 5; thence running along the east side of said Lot 5 South 00°25'23" East 628.37 feet to the Southeast corner of Lot 5, All American Acres Subdivision; thence South 89°50'38" west 348.60 feet to the southwest corner of said Lot 5; thence along the west side of Lot 5 North 00°25'23 West 628.47 to the point of beginning.

Contains 219,065 sq. ft. OR 5.03 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

ALL AMERICAN ACRES SUBDIVISION, LOT 5 AMENDED

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

JARED FISHER, MANAGING MEMBER
BOMB VOYAGE, LLC

ACKNOWLEDGMENT

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

ON THE _____ DAY OF _____ 20_____, PERSONALLY APPEARED BEFORE ME, JARED FISHER, MANAGING MEMBER OF BOMB VOYAGE, 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: _____

A SUBDIVISION LOCATED IN
SECTION 26, T26S, R22E, SLB&M

PLAT NOTES:
1. PRIVATE ACCESS TRACT TO BE USED FOR ACCESS OF LOTS 5C & 5D ONLY. LOTS 5A & 5B HAVE ACCESS FROM EASY STREET.
2. GRAND COUNTY WILL NOT BE RESPONSIBLE FOR MAINTENANCE, CONSTRUCTION OR DEVELOPMENT OF PRIVATE ACCESS TRACT. MAINTENANCE OF THE PRIVATE ACCESS TRACT SHALL BE GOVERNED BY THE HOA AS RECORDED IN THE CCRs.
3. STORM RETENTION NOTES:
   a. ANY CHANGES TO THE DRAINAGE SYSTEM WILL REQUIRE APPROVAL FROM THE COUNTY ENGINEER.
   b. ON SITE RETENTION PONDS SHALL BE CONSTRUCTED ON EACH LOT PER THE DRAINAGE PLAN DATED MARCH 17TH, 2022 IN WHICH EACH SUCH POND SHALL BE SELF CONTAINED AND MAINTAINED BY THE OWNER OF THE LOT.
   c. INDIVIDUAL RETENTION PONDS WILL BE SELF-CONTAINED AND MAINTAINED BY THE OWNER OF THE LOT.
   d. OWNER SHALL BE RESPONSIBLE TO COLLECT AND GRADE STORMWATER RUNOFF TO THEIR RESPECTIVE RETENTION PONDS.
   e. OWNER SHALL INSPECT THEIR RETENTION PONDS AFTER EVERY STORM EVENT
   f. OWNERS SHALL REMOVE SILT AND DEBRIS ANNUALLY.
   g. OWNER SHALL MAINTAIN RETENTION PONDS IN A CLEAN MANNER INCLUDING THE MOWING OF GRASS AND/OR WEEDS.

DOMINION ENERGY UTAH – NOTE:

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 of guarantee of particular terms of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8

QUESTAR GAS COMPANY
Dba DOMINION ENERGY UTAH

Approved this _____day of _____, 20____

By _____

Title _____

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER THIS

_____ DAY OF _____, 20_____.

_____
COUNTY ENGINEER

GRAND COUNTY COMMISSION

PRESENTED TO THE GRAND COUNTY COMMISSION THIS _____ DAY

OF _____, 20_____. SUBDIVISION APPROVED.

_____ _____
COUNTY CLERK CHAIR, GRAND COUNTY COMMISSION

GRAND COUNTY RECORDER

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

_____

DATE _____ BOOK _____ PAGE _____ FEE _____

_____
COUNTY RECORDER

STANDARD LEGEND

PROPERTY LINES
EASEMENT AS SPECIFIED OR PUBLIC UTILITY EASEMENT (P.U.E.)
PROPERTY ADJOINING

PROP. CORNER FOUND
PROP. CORNER SET
MAG. NAIL FOUND
MAG. NAIL SET
BLOCK CORNER
SECTION CORNER MONUMENT

RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
4500 Easy Street
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
Bomb Voyage, LLC

DATE:
07/11/2022

JOB NUMBER:
044-20

SHEET 1 OF 1

SUBDIVISION IMPROVEMENTS AGREEMENT
ALL AMERICAN ACRES SUBDIVISION, LOT 5 AMENDED

This **SUBDIVISION IMPROVEMENTS AGREEMENT** (the "Agreement") is effective as of July 19, 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 **BOMB VOYAGE, LLC**, a Limited Liability Company, 29 Cerrito Road, Blue Diamond, Nevada 89004 (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, COUNTY approved the Final Plat on July 19, 2022 (the "Plat") for the ALL AMERICAN ACRES SUBDIVISION, LOT 5 AMENDED Subdivision, a residential subdivision of four Lots ("the Subdivision"), subject to the terms and conditions noted on the Plat and in the related Grand County Resolution approving the Subdivision 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 SET ENGINEERING, which were submitted and approved with the Plat application for the Property on April 27th, 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. **PUBLIC DEDICATION**. SUBDIVIDER shall be responsible for the costs of construction, materials, and testing of all public Required Improvements within the Subdivision. The COUNTY shall not approve a full release of the Improvements Collateral until SUBDIVIDER conveys all public roads, streets, curbs, gutters, sidewalks, pedestrian paths, and drainage facilities, together with adequate easements and rights-of-way, free and clear of any liens and encumbrances to the COUNTY.

8. **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.

9. **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.

10. **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.

11. **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, Commission Chair personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvement Agreement was signed on behalf of the Grand County Commission Chair.

Witness my hand and seal.

_____
, NOTARY PUBLIC

SUBDIVIDER: BOMB VOYAGE, LLC

_____
By: JARED FISHER
Its: MEMBER

State of Utah)
) ss.
County of Grand)

On _____, 2022, JARED FISHER, MEMBER of BOMB VOYAGE, LLC, Subdivider, personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvements Agreement was signed on behalf of the Subdivider by authority in its Articles of Organization and Operating Agreement.

Witness my hand and seal.

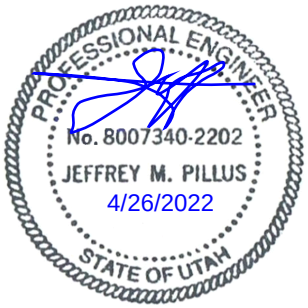
_____
, NOTARY PUBLIC

EXHIBIT A
Legal Description

THE LAND IS LOCATED IN GRAND COUNTY, STATE OF UTAH AND DESCRIBED AS FOLLOWS:
LOT 5, ALL AMERICAN ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.
EXCEPTING therefrom all coal and minerals, that have been previously reserved or transferred in prior documents.
Tax Parcel No.: 02-0SAA-0005

EXHIBIT B
Cost Estimate

[INSERT]



All American Acres Amended Lot 5
Opinion of Probable Cost - Infrastructure
Final Plat Submittal
Prepared on : 4/25/2022
Prepared By: NQRY
Checked By: JG

Item	Quantity	Unit	Unit Price	Cost
General Conditions and Requirements				
Mobilization/Demobilization	1	LS	$ 7,500	$ 7,500
Construction Surveying	1	LS	$ 2,000	$ 2,000
Quality Control & Material Testing (Soils, Concrete, Asphalt, etc.)	1	LS	$ 5,000	$ 5,000
Traffic Control	1	LS	$ 1,000	$ 1,000
Stormwater Management and Erosion Control	1	LS	$ 1,500	$ 1,500
As-builts, Punchlist and Closeout	1	LS	$ 1,000	$ 1,000
Site Preparation				
Clearing/Grubbing/Demo/Site Prep	22,500	SF	$ 0.10	$ 2,250
Road Excavation (Cut)	150	CY	$ 30	$ 4,500
Detention Pond Grading (Fill)	120	CY	$ 40	$ 4,800
Site Improvements				
Class 3/4 Base Course (4" depth)(13,500SF)	167	CY	$ 50	$ 8,350
Recondition Sub Grade (6" Depth)	250	CY	$ 12	$ 3,000
Trench resurfacing	1	LS	$ 7,500	$ 7,500
Street Sign	1	EA	$ 1,000	$ 1,000
Utilities				
Storm Drain				
18" Culvert with flared end sections, including grading for swale	1	EA	$ 2,750	$ 2,750
Rip Rap for Spillways for Detention Ponds and for Storm Drain Culvert	1	LS	$ 3,500	$ 3,500
Water				
Connect to Existing - 8" x 8" Tee including 2 GVs and Thrust Block	1	EA	$ 10,000	$ 10,000
8" C900 PVC Water Main	440	LF	$ 55	$ 24,200
Fire Hydrant and Assembly	1	EA	$ 7,500	$ 7,500
1" Water Service	2	EA	$ 2,500	$ 5,000
Sewer				
Connect to Existing (Doghouse MH)	1	EA	$ 7,500	$ 7,500
8" SDR 35 PVC sewer main	398	LF	$ 70	$ 27,860
4' Dia. Sewer Manhole	1	EA	$ 7,500	$ 7,500
4" Sewer Service	2	EA	$ 2,000	$ 4,000
			Subtotal	$ 149,210
			Contingency (25%)	$ 37,303
			Total	**$ 186,513**

Notes
1) Estimate was prepared using plans prepared by SET Engineering
2) Cost of Pipe Installation includes Excavation, Bedding, and Trench Backfill
3) intentionally left blank
4) OPC does not include system development fees, permitting, consulting, or legal fees
5) Potholing is incidental to utility work
7) OPC does not include franchise utility equipment or fees (gas, electric, telecom)
6) All work shall be completed per Grand County and GWSSA requirements
8) OPC does not inlcude cost of buildings or site ammenities (landscaping, irrigation, etc..)

Disclaimer: This Opinion of Probable Cost (OPC) was prepared by on good faith by SET Engineering using best judgement as a professional familiar with the construction industry and private bid solicitation by the owner. The client acknowledges that SET Engineeering has no control over the costs of said labor, materials, equipment, means and methods, bidding environment, unidentified field conditions, inflation, deflation or an other factors that may influence the actual cost of the project at the time of execution. SET Engineering does not warrant or represent that construction bids or negotiated prices will not vary from the project budget or this OPC.

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
AMENDED LOT 5
ALL AMERICAN ACRES SUBDIVISION

This **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Declaration") is made effective this 19th day of July 2022 ("Effective Date") by Bomb Voyage, LLC, a Nevada limited liability company (the "Declarant").

RECITALS

A. Declarant is the owner of that certain real property known as the Amended Lot 5, All American Acres Subdivision, comprised of four (4) single-family Lots and a Private Access Tract, as more particularly described in the attached ***Exhibit A*** (the "Subdivision").

B. By recording this Declaration, the Declarant desires to develop said Subdivision for high quality residential use, preserve the value of the Subdivision, and create a mechanism for protecting and maintaining the Private Access Tract.

NOW THEREFORE, for the foregoing purposes, the Declarant declares that the Subdivision is and shall be held, sold, conveyed, encumbered, leased, occupied, and improved subject to this Declaration and the covenants, conditions, and restrictions contained herein, which shall attach and run with the Subdivision.

ARTICLE 1
VISION AND PURPOSE

The Amended Lot 5, All American Acres Subdivision, as defined and provided herein, shall serve as a desirable residential area; promote the health, safety, and welfare of the Lot owners, their guests and invitees; ensure that all Lots and the Improvements located therein are high quality and of suitable architectural design; provide for the maintenance of a private road system to serve the Subdivision; and take those actions deemed necessary, conductive, incidental or advisable to accomplish and promote said purpose and intent.

ARTICLE 2
DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases, when used in this Declaration shall be deemed to have the following meanings.

2.1 Code: Code shall mean the Grand County Land Use Code, as amended.

2.2 County: Grand County, Utah.

2.3 Declarant: Bomb Voyage, LLC, a Nevada limited liability company

2.4 Declaration: this Declaration of Covenants, Conditions, and Restrictions, as amended.

2.5 Dwelling: that portion of any building (including garage, deck, patio, and other Improvements) located on a Lot, designed and intended for use and occupancy as a single-family residence, and owned by an Owner.

2.6 Effective Date: the date first written above.

2.7 Improvement: the installation, construction, repair, maintenance, painting, or staining a structure, including homes, garages, patios, decks, and any exterior surface; landscaping, including vegetation, trees, hedges, shrubs, bushes, and rock work; fencing; solar collectors, panels, and equipment; radio and TV antennas and equipment; lighting; pools, spas, and hot tubs; excavation, fill, ditch, diversion dam or any other device which affects or alters the natural flow of surface or subsurface water from upon, under, or across any portion of the Property; or any utility line, conduit, pipe, or other related facility or equipment.

2.8 Lot: Lots 5A, 5B, 5C, and 5D. "Units" and "Lots" may be used interchangeably herein.

2.9 Owner(s): Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property.

2.10 Plat(s): collectively: the final Plat(s) of the Subdivision recorded in the real property records of Grand County, Utah, as amended.

2.11 Private Access Tract: that certain Private Access Tract & Public Utility Easement shown on the official Plat, a limited common element and private road for the benefit of Lots 5C and 5D, which shall be the joint responsibility of Owners of Lots 5C and 5D to maintain, repair, and improve.

2.12 Project: Project shall mean and refer to the Property and the plan of development and ownership of the Property created and governed by this Declaration.

2.13 Property: the real property restricted by this Declaration, including all easements, rights, and appurtenances belonging thereto, and all Improvements erected or to be erected thereon. "Property" and "Subdivision" may be used interchangeably herein.

2.14 Unit: a separately numbered parcel, plot, or other division of land designated for separate ownership or occupancy and shown on the Plat for the Property. "Units" and "Lots" may be used interchangeably herein.

ARTICLE 3
DESCRIPTION OF THE SUBDIVISION AND EASEMENTS

3.1 Description/Annexation. The Amended Lot 5, All American Acres Subdivision is comprised of four (4) single-family Lots and a Private Access Tract as shown and depicted on the Plat. Declarant may expand the Property subject to this Declaration by annexing additional land into the Subdivision, which annexation shall become effective upon recording a supplemental declaration which:

a. Describes the land to be annexed into the Amended Lot 5, All American Acres Subdivision with particularity;

b. Declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied, and improved subject to this Declaration; and

c. Sets forth such additional limitations, restrictions, covenants, and conditions as are applicable to the annexed land.

Upon such recording, the annexed land shall become part of the Subdivision and subject to this Declaration, as amended.

3.2 Lots 5C and 5D Owners' Easement of Access in and to Private Access Tract. The Owners of Lots 5C and 5D shall have a right and easement of access in and to the Private Access Tract, which easement shall be appurtenant to and shall pass with the title to the Lots. The Owners of Lot 5A and 5B shall have no ingress or egress rights in the Private Access Tract.

3.3 General Emergency Easements. The County, and all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Subdivision, shall have a nonexclusive easement for ingress and egress to enter upon any part of the Subdivision in the performance of their duties.

ARTICLE 4
USE RESTRICTIONS

4.1 Residential Use Only. The Lots shall be occupied and used for single-family residential purposes only. Timeshare or fractional interests as defined in Utah Code § 57-19-1 *et seq.* and overnight/short-term rentals of 30 days or less, or as otherwise defined by the County Land Use Code, whichever definition is more restrictive, are expressly prohibited. An Owner

may lease his or her lot or residence on a long-term basis of three (3) months or longer provided that such lease is written and expressly subject to this Declaration.

4.2 Home Business. The pursuit of a trade, business, or profession within the Subdivision shall be permitted, so long as all activity takes place within the Lot thereon; the use is clearly secondary to the residential use of the premises; the use does not use pesticides or excessive amounts of water; the use does not cause excessive traffic, disruption, odor, noise or nuisance; and the use is compliant with County Code.

4.3 No Subdivision. The Lots may not be further subdivided or partitioned from the Lot configurations shown on the final Plat of the Subdivision. This Section shall not be construed to limit the right of owners to merge Lots or adjust boundaries so long as each resulting affected Lots is 1.0 acres or larger and so long as no new lots are created, subject to Section 6.4 and the Code.

4.4 Nuisances. No Lot or Improvement thereon shall be used, occupied, or altered in a manner which creates a nuisance, interferes with the rights of any other Owner, increases the rate of insurance for the Subdivision, or causes any insurance policy to be canceled or to cause a refusal to renew the same. Overnight/short-term rentals are hereby deemed a nuisance.

4.5 Signs. Signs identifying the address or owner or advertising Lots for sale or rent as well as political or campaign signs are permissible on each Lot, provided that such signs shall be of reasonable and customary size and comply with all local sign ordinances. Except as expressly permitted by this Section, no other signs shall be placed on any portion of a Lot.

4.6 Animals. No animals of any kind shall be bred or kept on any Lot. Notwithstanding the foregoing, three (3) ordinary household pets such as a dog, cat, or bird may be kept on a Lot, subject to the following provisions:

a. Dogs at large are prohibited and must be leashed or under voice and sight control at all times outside; provided, however, that after an incident of aggression involving an Owner's animal, the dog shall be leashed at all times or kept behind a fence.

b. Farm animals (other than chickens permitted pursuant to Code), fighting dogs, roosters, and commercial animals are prohibited. Pets which make an unreasonable amount of noise, including incessant barking, constitute a nuisance and are prohibited.

c. Each Owner shall be responsible for and pick up all animal waste from the the roadways within the Subdivision.

4.7 Parking/Storage.

a. *On Lot*: Owner's vehicles, trailers, campers, RVs, and recreational equipment of all types shall be parked or stored in the Owner's garage whenever feasible. RVs, campers, trailers, boats, and other large recreational equipment may be parked or stored in the Owner's driveway on a temporary basis only, may not encroach onto the Private Access Tract within the Subdivision, and must be stored in the backyard and screened from public view when not in use. All titled vehicles parked or stored in the Subdivision must be licensed and operational. Trucks in excess of two (2) tons shall be stored off-sight and may not be parked in the Subdivision, except as necessary for construction and deliveries.

b. *On Roadways*: Overnight parking or storage is prohibited at any time.

4.8 Garbage and Refuse Disposal. All rubbish, trash, and garbage shall be regularly removed from the Subdivision and shall not be allowed to accumulate thereon. Trash, garbage, and other waste shall not be kept except in sanitary containers. All equipment, clothes lines, dog runs, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view.

4.9 Maintenance. Each Owner shall keep and maintain his or her Lot and the Improvements erected thereon, including the driveways and walkways, in a proper, neat and orderly manner which protects and maintains the high-quality integrity of the Subdivision. Further, each Owner shall use and enjoy his or her Lot in a manner that promotes common sense and respect for other Owners, including the exterior maintenance of all Improvements.

4.10 Weeds. Owner shall not permit weeds and invasive plants to grow or reproduce on his or her Lot. Each Owner shall, to the extent possible, eradicate weeds and invasive plants with mechanical and natural (non-chemical) means.

4.11 No Temporary Structures. No temporary structures, recreational vehicles ("RV"), trailers, tents, garages or any other outbuildings shall be used as a residence, including temporary camping, on any Lot within the Subdivision, whether short-term or long-term by the Owner, or its guests and invitees.

4.12 Power Equipment and Car Maintenance. No power equipment or vehicle repairs, other than minor repairs requiring no more than twenty-four (24) hours work, shall be permitted on the Property.

4.13 No Drilling. Water wells shall not be drilled or permitted on any Lot, regardless of potential injury. Extractive industry, including oil, gas, or other mineral drilling and development, is expressly prohibited throughout the Subdivision.

4.14 Burning. Burning of brush and debris on any Lot is prohibited except as allowed by the County Land Use Code; provided, however, that this Section shall not be construed as to prohibit outdoor fires in designated fire pits or rings.

4.15 Enforcement/Fines. To enforce this Article 4, any Owner shall have the right to bring any proceedings at law or in equity. In such action, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

ARTICLE 5
PRIVATE ACCESS TRACT

Once constructed and approved by the County, the Private Access Tract, described in Section 2.11 and shown on the Plat, shall be the joint responsibility of Owners of Lots 5C and 5D. Thereafter, all costs to maintain, repair or improve the Private Access Tract & Public Utility Easement shall be borne equally by Owners of Lots 5C and 5D.

ARTICLE 6
DECLARANT'S RIGHT AND LIMITATIONS

6.1 Rights of Declarant. Declarant's sale or other disposition of the Lots is essential to the establishment and welfare of the Property as a residential community. In order that the Property be established as a fully-occupied high-quality residential community as rapidly as possible, Declarant expressly reserves unto itself certain powers set forth above. In addition, nothing in this Declaration shall be understood or construed to prevent Declarant or its agents from a) taking whatever action, construction or installation as is reasonable, necessary, or advisable to complete the Subdivision; b) conveying, transferring, or selling the Lots; or c) maintaining such sign or signs within the Subdivision as may be necessary for the sale or disposition of the Lots.

6.2 Limitations of Declarant.

To

a. *Effect of Declaration*. Except as otherwise set forth herein, so long as Declarant, or its successors and assigns, owns one (1) or more of the Lots established and described in this Declaration, Declarant, and its successors and assigns, shall be subject to the provisions of these Declarations. In the event Declarant conveys all of its right, title, and interest in and to the Property to any other Person, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person, shall be obligated to perform all such duties and obligations of the Declarant.

b. *Minimal Disturbance*. The Declarant shall be obligated to conduct all of its construction and improvement within the Subdivision in a manner which minimizes impact on nearby Owners, including but not limited to mitigating sand blowing, noise, and trash and maintaining the construction site in a neat and tidy manner that is free of debris.

ARTICLE 7
MISCELLANEOUS

7.1 Amendment. This Declaration may be amended only upon the affirmative, written, and signed vote of the Owners representing not less than sixty-seven percent (67%) of the total Lots owned, with each Lot constituting one vote, and only upon the recording of said votes in the real property records of Grand County, Utah. Any amendment which affects the Private Access Tract & Public Utility Easement as shown on the plat is prohibited without the approval of Grand County.

7.2 Severability. Each of the covenants, conditions and resolutions contained in this Declaration shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continued effect of any other.

7.3 Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions contained herein.

7.4 Singular and Plural. Wherever utilized herein, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. Furthermore, wherever utilized herein, the masculine shall be deemed to include the feminine, and the feminine shall be deemed to include the masculine.

7.5 Waiver. Waiver or failure to enforce any restriction, covenant or condition of this Declaration shall not operate as a waiver of any other restriction, covenant, or condition.

7.6 Binding Effect. The provisions of this Declaration, as amended, shall be deemed to be covenants running with the land benefiting and burdening all of the Property. Additionally, this Declaration shall be binding upon, and inures to the benefit of, Declarant, its successors and assigns.

7.7 Enforcement. Any Owner shall have the right to enforce, by any proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. In such action, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

7.8 County's Inability to Enforce Private Covenants. The parties to this agreement acknowledge and agree that the County has neither the right nor the responsibility to enforce private covenants except in accordance with the Code.

7.9 GWSSA Drinking Water Source Protection Plan. No uncontrolled potential contamination sources or pollution sources may be located within the Drinking Water Source

Protection Area for any GWSSA well according to R309-600-6(1)(w) of the Utah Administrative Code, as memorialized in the agreement recorded in Book 562, Page 401 in the real property records of Grand County, Utah.

Effective as of the date first written below.

DECLARANT: Bomb Voyage, LLC

_____
Name, Title:

STATE OF _____)
) ss
COUNTY OF _____)

On _____ 2022, _____, as Member, of Bomb Voyage, LLC (the "Company"), appeared before me and acknowledged and swore to me that the foregoing Declaration was signed on behalf of the Company by authority of its Articles of Organization and Operating Agreement..

SEAL

_____
, Notary Public

EXHIBIT A
Legal Description
Amended Lot 5, All American Acres Subdivision

Real property located in the SE1/4 of Section 26, Township 26 South, Range 22 East, SLB&M, in Grand County, Utah and known as:

Lots 5A through 5D, Amended Lot 5, All American Acres Subdivision, and the Private Access Tract & Public Utility Easement, according to the final Plat thereof recorded in the real property records of Grand County, Utah;

Together with any easements created and reserved in said Plat.

SUNRISE ENGINEERING
25 East 500 North, Fillmore, Utah 84631
TEL 435.743.6151 | FAX 435.743.7900

April 27, 2022

Dana Van Horn
Grand Water & Sewer Service Agency
3025 E. Spanish Trail Road
Moab, UT 84532

Re: All American Acres

Dear Dana:

I have reviewed the revised plan set dated April 26, 2022 for the proposed All American Acres Development for compliance with applicable state and local design standards.

The following are my comments on the provided information:

Water System:

The proposed development will include installation of an 8-inch water main extending to the end of the proposed street. The recommended configuration has been modeled using the Agency's computer hydraulic model of the system and was shown to have no significant impact on fire flow available to the surrounding area. Fire flow in the area is shown to be adequate.

Sewer System:

Sewer service for the proposed development will include an 8-inch sewer main. The drawings indicate sewer main construction at or above the minimum slope and noted no issues with the placement of the services or manholes.

We recommend approval of these plans. Please call if you have any questions or concerns.

Sincerely,

Devan J. Shields, P.E.
Sunrise Engineering, Inc.

HORROCKS
ENGINEERS

2162 West Grove Parkway, Ste 400
Pleasant Grove, Utah 84062
801-763-5100
www.horrocks.com

April 27, 2022

Subject: All American Acres Lot 5 Amended

Jenna Gorney, Zoning and Planning Administrator
Grand County
125 E. Center
Moab, Utah 84532

Dear Jenna:

We have reviewed the plans, drainage report and OPCC from Set Engineering for All American Acres Lot 5.

Civil Site Plans: signed and dated 4/26/22, approved see attached approved set.

Drainage Report: signed and dated 4/26/22, approved

OPCC: signed and dated 4/26/22. Recommend approval for bonding in the amount of $186,513.

If you have any questions or concerns, please feel free to call me.

Sincerely,
HORROCKS ENGINEERS

David Dillman, PE
Principal

cc: file
Elissa Martin – Grand County

Agenda Summary GRAND COUNTY COMMISSION July 19th, 2022 AGENDA ITEM:	
TITLE:	Initiating Proceedings to Amend the Grand County Land Use Code to Require New Developments to Provide a Percentage of Workforce Housing (Or Fees In Lieu)
FISCAL IMPACT:	None associated with the current Resolution
PRESENTER(S):	Elissa Martin, Associate Planner

Prepared By:
ELISSA MARTIN
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete
7/13

POSSIBLE MOTION:

I move to approve the proposed resolution to:

1) formally initiate proceedings to amend the Grand County Land Use Code ("LUC"), as specifically set forth in the resolution, to require new developments to provide a percentage of workforce housing (or fees in lieu); and

2) find that providing workforce housing is a compelling, countervailing public interest for the reasons described in the resolution and because market conditions are not supplying the needed numbers of workforce housing units for Grand County citizens; and

3) find that approving new development applications prior to such amendment of the LUC that do not include workforce housing (or fees in lieu) will jeopardize the County's efforts to incentivize and/or require workforce housing.

BACKGROUND:

The Planning & Zoning department, along with the GCAO and Commission Admin office, have worked collaboratively over the past several months to craft this resolution in concert with the issuing of an RFP for a Housing Nexus Study to support an update to the land use code. This effort is intended to increase the supply of workforce housing for locals, strengthening the local economy and overall vitality of the community. The study will also provide strategies to increase incentives for the development of workforce housing units.

STAFF RECOMMENDATION: APPROVE

ATTACHMENT(S):

1. Proposed Resolution

GRAND COUNTY, UTAH
RESOLUTION NO._____(2022)

INITIATING PROCEEDINGS TO AMEND THE GRAND COUNTY LAND USE CODE TO REQUIRE NEW DEVELOPMENTS TO PROVIDE A PERCENTAGE OF WORKFORCE HOUSING (OR FEES IN LIEU)

WHEREAS, Utah Code § 17-27a-102 enables a county to enact all ordinances, resolutions, and rules and various forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county;

WHEREAS, Utah Code § 17-27a-403 requires that local jurisdictions implement a General Plan update to include a moderate income housing element that provides a realistic opportunity to meet the need for additional moderate income housing within the next five years, selects three or more moderate income housing strategies described in Subsection (2)(b) for implementation, and includes an implementation plan;

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

WHEREAS, from time to time the County adopts ordinances to modify its LUC and zoning map to improve the quality and order of land development and align the LUC with changing community conditions, public review noticing procedures, state law, contemporary planning concepts and streamlining land use reviews and permits;

WHEREAS, Utah Code § 17-27a-508 authorizes Grand County to formally initiate proceedings to amend the county's land use regulations in a manner that would prohibit approval of an application upon a finding of a compelling, countervailing public interest that would be jeopardized by approving the application so long as no more than 180 days have passed since the County initiated such proceedings;

WHEREAS, the County adopted the 2017 Moab Area Affordable Housing Plan, and has collaborated with partner agencies to implement many of the Plan's recommendations, and the County is in the process of reviewing additional barriers to the development of workforce and

affordable housing in the community;

WHEREAS, the County partnered with the City of Moab in 2018 to conduct the Moab Area Assured Housing economic feasibility report and economic nexus analysis which formed the basis for a LUC update, establishing Section 6.14 Affordable Housing and 6.15 Assured Housing sections of the code;

WHEREAS, the cost of housing has become increasingly unaffordable, as the median home listing price was $792,000 in June 2022, trending up 85.5% year-over-year[1], and the median home sales price as of May 2022 is $694,000[2], which is unattainable by the annual household median income of $52,000;

WHEREAS, of approximately 4,576 residential units in the County and City combined, 25% of those are second homes, and the market value of secondary residences is almost double the market value of primary residences, according to County Tax Assessor data;

WHEREAS, one of the most significant causes for the increase in the market value of homes in Grand County is the purchasing of second homes by non-locals or institutional investors who do not live or work in Grand County and can therefore afford to outbid the average local resident and drive up the market value of homes;

WHEREAS, the Grand County Planning & Zoning Department has received numerous applications or inquiries for rezones on property that would result in higher-finish market units, or homes for the secondary market that are unaffordable for the Grand County workforce;

WHEREAS, there are many parcels in Grand County that are underutilized and entitled through current zoning for subdivision and such properties are at risk of being sold to developers who intend to subdivide the land and sell market-rate units that are not attainable by our local workforce;

WHEREAS, out of 293 known rental units (excluding senior housing) in the Moab Valley, only seven (7) are currently available to rent, and out of those, five are 3-bedroom homes averaging a rental rate of $4,000/month, and currently there are at least 50 residents on waitlists for various apartment complexes[3];

WHEREAS, the supply of rental units available for workforce housing are at an all-time low;

WHEREAS, the Moab Valley Multicultural Center reports the number of people they serve

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[1] Utah Association of Realtors

[2] Utah Association of Realtors. Local Market Updates by County. (May 2022)

[3] Moabhousing.com and Zillow

who meet HUD homeless program definitions for homelessness diversion, emergency shelter, homelessness prevention, rapid re-housing, and drop-in services is 165 adults and 98 children YTD;

WHEREAS, the lack of attainable housing can result in homelessness, undesirable living conditions, lack of funds available for other basic needs, and a decrease in the quality of life for Grand County workers and their families;

WHEREAS, according to a survey conducted by the Grand County Economic Development Department in 2021, 82% of employers reported the lack of attainable housing limited their ability to fully staff their company, and 65% reported having lost employees due to the housing shortage[4];

WHEREAS, many employers in Grand County are unable to hire and retain employees because of the lack of attainable workforce housing;

WHEREAS, the County has initiated an update to the Assured Housing Economic Nexus Analysis to study the nexus between new development and increased demand for workforce housing;

WHEREAS, this process is one of many strategies being considered by the County to address the community's workforce housing and affordable housing needs; and

WHEREAS, the County is actively pursuing programs to incentivize the provision of affordable housing and workforce housing by partnering with various County departments and local organizations, such as the Grand County Economic Development Department, the Housing Authority of Southeast Utah, and the Moab Area Community Land Trust;

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

1) formally initiate proceedings to amend Articles 6, 7, and 9 of the Grand County Land Use Code ("LUC"), including but not limited to: LUC Article 7 Subdivision Standards, Section 6.14 Affordable Housing, Section 6.15 Assured Housing, Section 9.2 Text and Zoning Map Amendments, Section 9.16 Site Plan Review to require workforce housing (or fees in lieu) for all new developments with some exceptions; and

2) find that incentivizing and/or requiring a percentage of workforce housing is a compelling, countervailing public interest for the reasons described in the resolution and because market conditions are not supplying the needed numbers of workforce housing units for Grand County citizens; and

---

[4] Grand County Economic Development Department, Moab Area Employee Housing Survey (2021)

3) find that approving new development applications that do not include workforce housing (or fees in lieu) prior to such amendment of the LUC will jeopardize the County's efforts to incentivize and/or require workforce housing.

APPROVED by Grand County Commission in a regular public meeting on July 19, 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission: **ATTEST:**

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

TITLE:	COTAH Rally Special Event Permit
FISCAL IMPACT:	None
PRESENTER(S):	Rachel Bartlett, Administrative Assistant, Economic Development

Prepared By:

Rachel Bartlett
Administrative Asst
Economic Development
(435) 259-1370
rbartlett@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

For office use only

RECOMMENDATION:

I move to approve the special event permit for the 2022 COTAH Rally under the currently approved special event ordinance.

BACKGROUND:

This will be the first year that the COTAH Rally has applied for a special event permit. The event is a race involving street-legal dual-sport motorcycles that follows all county, federal, municipal, and state laws, ordinances, regulations, codes and the uniform traffic code for the states of UT and CO. The event begins and ends in Montrose, CO and rides through a portion of Grand County, UT for a total of two days with an overnight stay at Dewey Bridge Campground. There are very rigorous regulations in place for the participants including mandatory out-of-service communication devices, stocked first aid kit, motorcycle repair tools, WAG bags, PPE, etc. All participants and staff are required to possess current First Aid and CPR certifications. All motorcycles are inspected for operation and safety as well as noise level before the event.

The event packet has been reviewed and approved by the Special Event Advisory Committee and all Referral Agencies.

ATTACHMENT(S):

- COTAH Rally Application Packet

Special Event Permit Application - Checklist

Name of Event	COTAH Rally	Event Date(s)	9/13-9/14
Event Location	Montrose, (Dewey Bridge Area)	Event Set-Up Date	9/13/22
Applicant Name	Michael Graves	Break Down Date	3/14/22
Applicant Phone #	(303) 877-2795	Applicant Email	cotahrallyadventures@gmail.com
# of Participants	40	# of Staff/ Volunteers	10
Event Description	non-speed moto event	Recurring?	Y

Phase	Application Submission Items & Requirements (if applicable)			
Intent Review	**Application Sent to Special Event Committee**	☑	**Date**	**Conditions for Approval**
	☑ MATC (August Granath)		5/26/2022	
	☐ OSTA (Angie Book)			
	☐ Commission Administrator (Mallory Nassau)			
	☐ Attorney (Crissy Hofhine)			
	☑ Clerk (Gabe Woytek)		5/26/2022	
	☐ Commissioner (Josie Kovash)			
Application Submission	**Applicant Notified by to Proceed w/Application**	☑		
	Site Plan and/or Course Map	☑		
	Application Fee Paid	☑		$575
	Certificate of Liability Insurance w/ GC as Additionally Insured	☑		
	Indemnification & Reimbursement Agreement	☑		
	Property Owners Signatures	☑		
	Food Service Permit	☐	N/A	
	Sanitation Service Commitments	☐	N/A	wag bags
	Garbage & Recycling Plan	☑		pack it in, pack it out
	Business License or Temp Business License	☐	N/A	not doing business in Grand County per Gabe
	Utah State Tax License or 501(c)3 Designation Letter	☐	N/A	event begins and ends in Montrose, CO
	Information on Fees (Admissions, Booths, Rentals, Etc.)	☑		$1750 entry fee
	Number of Vendors & Types	☐	N/A	
	Traffic Contol Plan	☐	N/A	
	Alcohol Permit (or Local Consent Form)	☐	N/A	
	Security Plan	☐	N/A	
	Medical Services Plan	☑		
	Statement of Authority	☑		
	Vendor List	☐	N/A	
	Certificate of Existance	☑		Certificate of Good Standing
	Additional Permits from Other Entities (if required)	☑		
	☑ BLM			
	☑ SITLA			
	☐ NFS			in progress
	☐ National/State Park(s)			
	☐ City of Moab			
	☐ UDOT			

	☐ Other			
Referral Agency Review	**Application Sent to Referral Agencies**	☑	**Date**	**Conditions for Approval**
	☑ Building Dept. (Bill Hulse)		6/28/2022	
	☑ Clerk/Auditor's Office (Jana Smith)		7/6/2022	
	☑ EMS (Michelle Mefret)		7/1/2022	
	☑ SEUHD (Orion Rogers)		6/28/2022	
	☑ MVFD (Brandon McGuffee)		7/5/2022	
	☑ GCSO (Steve White/Darrel Mecham)		7/6/2022	
	☑ P&Z (Jenna Gorney)		6/28/2022	
	☑ UHP (Andy Battenfield)		7/4/2022	
	☑ Roads Dept. (Bill Jackson)		6/28/2022	
	☑ SAR (Erinn Looney-Triggs)		6/28/2022	
Final Review	**Complete Application Uploaded & SEC Informed for Review**	☑	**Date**	**Conditions for Approval**
	☑ MATC (Rachel Bartlett)		6/28/2022	County Commission review
	☑ OSTA (Angie Book)		6/28/2022	
	☑ Commission Administrator (Mallory Nassau)		implied	
	☑ Attorney (Crissy Hofhine)		7/6/2022	
	☑ Clerk (Gabe Woytek)		6/28/2022	
	☑ Commissioner (Josie Kovash)		6/28/2022	
Notifications	**Applicant Notified of Approval (w/ or w/o Conditions) or Denial**	☐		
	Referral Agencies Notified	☐		

Rachel Bartlett <rbartlett@discovermoab.com>

Online Form Submittal: Grand County Special Event Intent to Apply

1 message

noreply@civicplus.com <noreply@civicplus.com> Thu, May 26, 2022 at 10:12 AM
To: director@discovermoab.com, admin@discovermoab.com, rbartlett@grandcountyutah.net

Grand County Special Event Intent to Apply

GRAND COUNTY SPECIAL EVENT INTENT TO APPLY
All Grand County Permittees and Special Events shall comply with the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event. Fee Schedule

APPLICANT INFORMATION

First Name	Michael
Last Name	Graves
Business or Organization:	COTAH RALLY ADVENTURES
Address1	7765 S Joplin Ct
Address2	*Field not completed.*
City	Englewood
State	CO
Zip	80112
Primary Phone	303-877-2795
Secondary Phone	*Field not completed.*
Email Address	cotahrallyadventures@gmail.com
Best way to contact you	Email

EVENT DETAILS

Please note that all permits are required to be submitted at the time of application EXCEPT City of Moab, which will be required before the application is considered complete.

Event Name:	COTAH RALLY
New Event?	Yes
Event Type	Other
Other, please describe	MOTORCYCLE RALLY RAID (Street legal Enduro motorcycle)

	A non - speed competitive event that is primarily based on navigation, rider endurance, machine reliability and rider skill for riding different types of terrain, navigation skill set being the primary focus of each rider.
Brief Description of Event	Our event follows all county, federal, municipal and state laws, ordinances, regulations, codes and the uniform traffic code for the states of Colorado and Utah. We had our first inaugural rally September 2021 after getting approvals from the following counties; Delta, Colorado, Mesa, Colorado, Montrose, Colorado, San Juan, Utah, and Grand, Utah. Along with the municipalities that lay within those counties that our rally goes through where the competitors refuel their motorcycles and and spend the night. The rally will start and end in Montrose, Colorado at the Fairgrounds and is a five day event which is over 700 miles. Every motorcycle has a satellite tracking device on it for compliance, oversight and scoring and messaging of each competitor to make sure they stay on course and obey all traffic laws , with heavy time penalties if they violate a stop or speed limit and they know and agree that they can be held civilly liable by the organization on top of the criminal penalties if they act in a careless or reckless manner. Each competitor will have a one minute or two minute separation in the start order for safety and to keep from group riding so as not to impact the quality of life of the residence that live in the municipalities that they ride through. Every competitor will have a Red Cross First Aid Card, first aid kit, Garmin Inreach satellite communicator, GPS, satellite phone, Colorado and Utah search and rescue cards along with other items. The staff / volunteers will have Red Cross First Aid cards, first aid kits, satellite phones, Garmin Inreach satellite communicators, search and rescue cards for Colorado and Utah. We will be arriving in Grand Counties Jurisdiction on September 13, 2022 at an unknown time when the staff / volunteers arrive and when the first competitor arrives. We will be leaving Grand County on September 14, 2022 at an unknown time when the last competitor and staff / volunteers leave. We have Permits to operate on federal lands from the Bureau of Land Management and the U.S. Forest Service. We provide competitors support and recovery of each rider and their motorcycles if they have a maintenance issue or if they get injured and their motorcycle needs recovery. We also have live satellite tracking of each competitor and support staff / volunteers via our safety officer who watches them via computer and communicates with them. He is located at the Montrose County Fairgrounds via our command center and coordinates with EMS and LE if there is and issue to where someone needs medical assistants even if they are not part of our event under the Good Samaritan Act. Our events are a non-spectator sport, the routes are secret and proprietary for our events except for review by overseeing government agencies. The competitors navigate the route via map known as a roadbook. The complete route and speed limits along with stops are downloaded into each satellite tracking unit after the complete route has been verified by our

	organization and if there is a change in traffic compliance they must follow the slower posted speed limit and stop intersections. The competitors will navigate on county highways, county roads, city streets, BLM / Forest service roads and trail systems.
Event Setup	9/13/2022 8:00 AM
Event Start	9/13/2022 8:00 AM
Event End	9/14/2022 4:00 PM
Clean-up Completed	9/14/2022 4:00 PM
Location of Event (Select All that Apply)	BLM, National Forest (NFS)
Location Description Including Any Trails and/or Roads Used	The competitors route will be entering Grand County in the area of Geyser Rd and Taylor Flats when they leave San Juan County. They will then navigate from there to part of the Kokopelli trail and then take Onion Creek to Hwy 128 to the Dewey Bridge campground where they will spend the night. The next morning they will ride through the Owl Canyon Draw area and then navigate to Rabbit Valley OHV area in Mesa County, Colorado. A GPX file will be emailed to Rachel Bartlett showing the actual route.
Events held on BLM lands require an additional permit	BLM Permit Application
Events held on National Forest require an additional permit	NFS Permit Information
Are Dates Consecutive?	Yes
How Many Days is the Event Total?	2
Number of Event Staff & Volunteers	10
Maximum Number of Participants	40
Estimated Number of Spectators	0
Number of Event Staff & Volunteers	10
Maximum Number of Participants	40
Estimated Number of Spectators	0
Total Event Staff & Volunteers	10

Total Participants	40
Total Spectators	0
Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Michael
Last Name	Graves
Date	5/26/2022

Email not displaying correctly? View it in your browser.

Rachel Bartlett <rbartlett@discovermoab.com>

Online Form Submittal: Grand County Special Event Application *NEW*

1 message

noreply@civicplus.com <noreply@civicplus.com> Sun, Jun 26, 2022 at 11:27 AM
To: director@discovermoab.com, admin@discovermoab.com, rbartlett@grandcountyutah.net

Grand County Special Event Application *NEW*

GRAND COUNTY SPECIAL EVENT APPLICATION
All Grand County Permittees and Special Events shall comply with the Grand County Special Events Ordinance (Chapter 8.16 of the General County Ordinances) in effect at the time of the Special Event. Fee Schedule

Event Name:	COTAH RALLY / COTAH ENDURO RALLY / COTAH DUAL SPORT RALLY

If anything has changed regarding your event from the information submitted on the Intent to Apply, please call (435) 259-1370 or email events@discovermoab.com

On-Site Contact	Michael Graves
Contact's Phone	303-877-2795
Alternative Contact	*Field not completed.*
Alternative Phone	*Field not completed.*
Fees	None
Location of Event (Select All that Apply)	BLM, SITLA, National Forest (NFS)
BLM Permit	Permit 2022.pdf
SITLA Permit	*Field not completed.*
NFS Permit	*Field not completed.*

Site Plan and/or Route Map
Please read the Special Event Ordinance 8.16.090 K for requirements. Attach additional documents as needed at the end of the application.

Site Plan/Route Map	Dewey Bridge Site Plan.jpg
Route Map	*Field not completed.*
Will there be any public street or parking lot closures?	No

Will you require security or an escort?	No
Will there be any temporary structures?	Yes
Will the event be providing additional restroom facilities?	No
Will there be any merchandise sales?	No
Will alcohol be provided by the event?	No
Will there be any food served by the event?	No
Will there be any outside vendors?	No

Escort or Security

Grand County Sheriff's Office reserves the right to specify the need for escorts or security. Applicants may make their own arrangements or may work directly with GCSO to provide these services (435-259-4321).

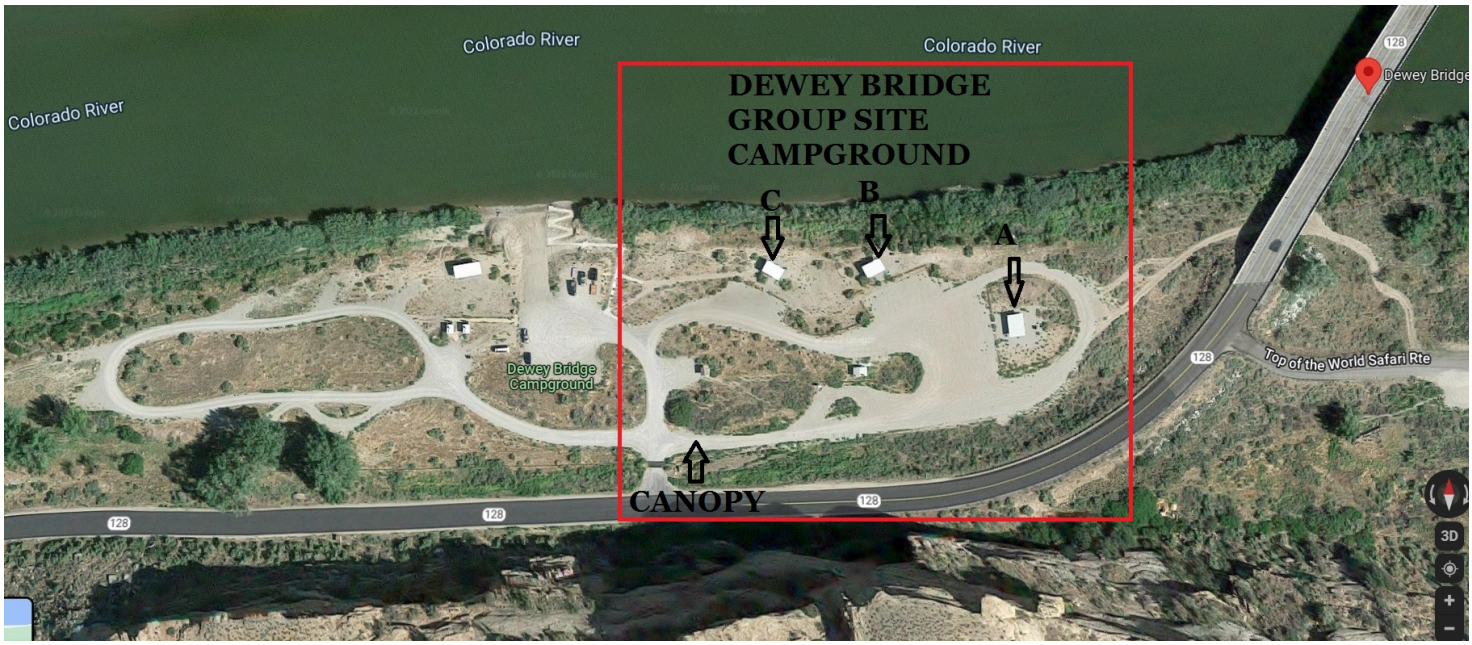
Temporary Structures	We have rented all three group camp sites A, B and C. (Please see attached site plan). We will be using a 12 ft x 12 ft Canopy at the Dewey Bridge Campground along with dome tents by participants, volunteers and staff. All tents will be staked down along with the canopy and in case of high wind 5 gallon buckets with water will secure the canopy to the ground Vehicles and trailers will be parked in the parking areas for those group sites.
Business License	*Field not completed.*
Utah Sales Tax License or 501(c)3	*Field not completed.*
Indemnification Agreement	INDEMNIFICATION.pdf
Certificate of Insurance	*Field not completed.*
Statement of Authority	STATEMENT OF AUTHORITY.pdf
Certificate of Existence	Certificate of Good Standing.pdf
Medical Plan	*Field not completed.*

Add additional supporting documents here:

	Field not completed.
	Field not completed.
	Field not completed.
	Field not completed.

	Field not completed.
	Field not completed.
	Field not completed.
	Field not completed.
Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Michael
Last Name	Graves
Date	6/26/2022

Email not displaying correctly? View it in your browser.


Colorado River
Colorado River
Colorado River
DEWEY BRIDGE
GROUP SITE
CAMPGROUND
C
B
A
Dewey Bridge
Dewey Bridge
Campground
Top of the World Safari Rte
CANOPY
128
128
128
128
3D

DEFINITION OF A CROSS-COUNTRY RALLY

A Cross-Country Rally is a sporting event staged over varied terrain and is intended to prove the skill, the endurance of riders, and the reliability of their machines. Moreover, this discipline must reveal the skills of navigating of the Rally riders.

The terrain consists of natural landscapes and usually not modified by the organizer as follows:

- Mountains, rocky sections
- Dunes
- Rivers, dry riverbeds, mud tracks
- Open public road
- Natural vegetation, bushes, high grass, forests
- Asphalt roads, off road tracks
- Terrain with snow conditions

DEFINITIONS:

DNF – Did not finish – A rider who is issued a DNF may at their discretion continue the route, they must get to next bivouac area as scheduled. A DNF allows the rider to still participate but their time will be effected by penalties if they decide to do so for missing waypoints in that stage.

DQ – Disqualified – A disqualified rider will have the RallyComp removed from their motorcycle at the finish line and leave the event immediately. Their rider box with and belongings will be delivered to the Montrose County Fairgrounds when the riders return to Montrose on the last day of the rally. If you cannot abide by federal, state, county and municipal traffic laws and regulations don't register for this event. Your actions could lead to civil litigation by the organizer for jeopardizing the event.

Federal land managers, law enforcement and county permitting have the right to terminate this event at any time for reckless behavior. As stated, before this is NOT a maximum speed race!

ORGANIZER RESPONSIBILITY:

The organizer will provide transportation and recovery for participants and their motorcycles to the bivouac area or the nearest town if they have a mechanical or physical issue. The organizer will transport supplied field boxes to bivouac areas. Water will be provided at each bivouac for refilling hydration systems and for cooking of freeze-dried food. The organizer will provide sweep riders for the entire route. If a participant has a mechanical problem, or if they are injured, sweep riders and recovery will assist. Every rider WILL be accounted for!

SCORING:

The COTAH rally is a sum of all five days times added together for one overall completed time, there are no special test sections, speed sections or transfer sections for this event. The entire event is a navigation, riding skills and machine reliability event. Once the participant starts each day the time clock will not stop until they reach the finish line at the bivouac on that given day. The top three participants who can navigate and master the route and not collect time penalties and finish the event with the best overall times will receive prizes.

1 second over speed limit = 1 minute.
Failure to stop for 3 seconds = 3 minutes.
Failure to stay at neutralization / gas stop per required time 1 second = 1 minute.
Unmasking a waypoint =10 minutes.
Loss of time card = 1 hour.
Failure to stop for injured rider or party if nobody is first on-scene = Disqualification.
Protest must be in writing within 60 minutes after rider crossing the finish line.

PHOTOGRAPHY & FILMING

Personal filming devices will not have a GPS tracking / mapping enabled mode. All Pictures and video taken by COTAH RALLY ADVENTURES shall be used for marketing.

Filming and photography for this event can be used for personal use, in accordance with Bureau of Land Management and Forest Service regulations.

EVENT CANCELLATION:

The event will be cancelled for the following; forest fires, heavy rain, heavy snow or any other unforeseen event which has the possibility of happening during the event.

At the discretion of the event organizer, a partial refund or no refund may happen.

RIDERS:

Event is open to licensed riders with a motorcycle endorsement 16 years of age or older on the start day of event (NO INSTRUCTION PERMITS ALLOWED). This is a long-distance ride and you need to be well-rested and in good physical condition. Due to the distance involved, be prepared to ride safely and steadily. Maintain fluid intake and calories. Pack adequate clothing for weather and elevation changes from 4,500 ft desert to 10,500 ft alpine mountain conditions. Riders must have the ability to ride intermediate and advanced single-track routes, deep sand, rocks, water crossings, ruts and other conditions encountered in backcountry off road riding. Some portions of the route are on paved roads, county dirt roads and city streets.

MACHINE REQUIRMENTS:

Forest Service approved spark arrestor, muffler (2 METER MAX METHOD SHALL BE USED Maximum Limit 112.0 DB/A AT MAX THROTTLE). Street legal Enduro motorcycles with charging system, operational horn, headlight, tail-light, brake light and mirror are the minimum requirements. A basic technical inspection will have to be passed. If you don't pass TECH you will not ride. There will be NO exceptions and NO refunds!! The event is for 250cc to 540cc four stroke machines with a 13L or larger fuel tank able to obtain a fuel range of 161 kilometers. This event will not be open to two stroke machines or large adventure bikes. Riders must have a current Colorado OHV sticker properly displayed. Bikes are required to have a base set up of a rally navigation tower with roadbook holder and Tripmaster. Tripmaster examples; KTM Tripmaster, ICO Tripmaster or RNS Tripmaster. If you don’t have room for the RallyComp on your roadbook holder you must provide a ram ball mount for it on your handlebars.

Tires/Tubes/Rims: Aggressive DOT Approved "knobbies" only. (Examples: Pirelli MT 21, Kenda Trackmasters, MotoZ Tractionators) Tubliss and Mousse systems will not be allowed. They are not DOT approved. All rims must have no damage to them.

RIDER NUMBERS / STARTING POSITION: Numbers will be issued at Tech Inspection, sequentially. Start position will be determined by date and time stamp of registration. Subsequent start positions may change daily, slowest rider in first position and fastest rider last position (Reverse start). Helping to ensure all participants arrive at the bivouac before sunset. Rider start order for stage one shall be determined by order of registration for New Registrants and Senior Registrants. The 10 Senior Registrants will have a 3 minute start interval and the New Registrants will have a 2 minute start interval for stage one. Senior riders will start first for stage one and New riders will start upon the senior riders completing their start, this will only be for stage one. The remaining start time intervals for stages 2, 3, 4 and 5 will be 2 minute start intervals for all riders to reduce local motor vehicle traffic congestion and for rider safety.

VOLUNTEERS - Please contact us and let us know if you would like to volunteer for our rally and what you would like to do. All volunteers must have the same bivouac gear and food as participants and a Red Cross First Aid / CPR card, Colorado and Utah search and rescue card and be an AMA member.

Participants must provide their own highlighter markers, tape scissors and ink pens for roadbooks and they will not be provided by the organizer.

REQUIRED ON PARTICIPANT'S PERSON/BIKE FOR TECH INSPECTION AND EVERY START:

· Valid driver's license with motorcycle endorsement

· Proof of motor vehicle insurance meeting minimum liability insurance requirements for Colorado and Utah

· Health Insurance Card – Current

Red Cross First Aid / CPR Card-Current

https://www.redcross.org/take-a-class/classes/adult-first-aid%2Fcpr%2Faed-online/a6R0V0000015FV3.html

· Utah Search and Rescue Card (USARA) https://secure.utah.gov/rescue/

· Colorado Outdoor Search and Rescue Card (CORSAR)

https://cdola.colorado.gov/funding-programs/search-and-rescue-fund

· American Motorcycle Association Membership Card https://americanmotorcyclist.com/

· Motorcycle must be street legal with valid license plate and accompanying registration

- Colorado OHV permit https://cpw.state.co.us/buyapply/Pages/RegistrationsOHV.aspx

· Garmin INREACH MINI Tracker Personal Locator Beacon / NO OTHER SUBSTITUTE

Giant Loop Tracker Packer for Garmin INREACH MINI

· Satellite Phone (There will be a group rental for satellite phones each rider can order prior to the event, this is not included with entry fee)
· Personal GPS, with spare batteries
· 3 Liter+ capacity hydration system - Filled
Red LED Clip on Strobe light (Wearable on back)
White LED Clip on Strobe light (Wearable on back)
or a combination of both lights

· **Emergency tools and first aid kit**
· 15ft+ tow strap
· Spare inner tube for each tire or tube repair kit
Tire irons
Tool Kit
Waterproof Rally navigation cover / Shower Cap
· Co2 cartridges with inflator or hand tire pump
· Small flashlight, preferably with strobe setting
· Basic First Aid Kit consisting of a weatherproof container and the following items:
· (1) Eye Dressing
· (5) 2" X 3" Adhesive pads
· (10) 1" X 3" Band-Aids
· Antibiotic wound treatment
· 4" Bandage Compress
· Emergency "Space" Blanket
· Restop 2 solid waste bag or equivalent
https://restop.com/
· Zip Lock bag for used toilet paper
· Participants have no limit as to what they carry, they must have the minimum each start.

RIDER PROTECTIVE EQUIPMENT MINIMUM:
· Full face helmet DOT FMVSS No.218 certified or ECE 22.05 certified, manufacture printed certification must be legible
· Goggles (Tear Offs are Not Allowed)
· Motocross Style Boots, No Adventure Style Boots
· Knee & Shin guards or Knee Braces
· Upper Body Armor that consists of chest, spine, shoulder and elbow protection
· Gloves

- Required protective gear must be worn while riding, a rider will be given a time penalty of 1 hour for the first offense and disqualification for the second offense.

BIKE TECH INSPECTION:

- Headlight Hi/Low
- Taillight

- Brake Light
- Horn
- Front Brake
- Rear Brake
- Bike Starts
- Bike Shuts Off
- Wheel Spokes Safety Wired or Cable Tied / Rim condition
- Tire Tread Depth Above DOT Minimum
- DOT Marked Tires
- Sound Test – 2 Meter Max Sound Test 112 DB/A
- Spark Arrestor Check
- Driver's License with Motorcycle Endorsement
- Motorcycle Insurance
- Health Insurance Card
- Red Cross First Aid / CPR Card
- Utah Search and Rescue Card (USARA)
- Colorado Outdoor Search and Rescue Card (CORSAR)
- Colorado OHV Permit
- American Motorcycle Association card (Must Show Membership) or purchase at administrative check-in.
- Valid Motorcycle License Plate and Accompanying Registration
- Rider Helmet - DOT FMVSS No.218 and/or ECE 22.05
- Garmin INREACH Mini Personal Locator Beacon with
- Giant Loop Packer Tracker
- Satellite Phone
- GPS and Spare Batteries
- 3L+ hydration system
- Red LED Cilp on Strobe light (Wearable on back)
- White LED Clip on Strobe light (Wearable on back)
- or a combination of both
- Basic First Aid Kit
- Restop 2 solid waste bag or equivalent
- Emergency Tools
- Motorcycle tow strap 15ft min
- Issuance of RallyComp & Power Cable (Power cable will attach to the motorcycle battery)
- Issuance of RoadBook at rider brief
- Tech Inspection requirement is no guarantee machine is mechanically sound or is safe to ride, that responsibility is solely the participants.

RIDER MUST PROVIDE THE REQUIRED BIVOUAC ITEMS:

- 1 or 2-person three season or four season self-supportive tent with rain fly and ground foot print
- Sleeping bag - recommended 50-degree F

- Inflatable ground pad
- Inflatable pillow
- A minimum of TEN freeze dried meals enough for five days, two serving meals highly recommended instead of one serving. (each day must be one breakfast and one dinner; lunch will not be served) participant can bring more freeze-dried food at their discretion along with any other powdered beverages or snacks.
- Trail food enough for all five days of riding (example: energy power bars, jerky, trail mix etc.)
- Powdered energy drinks
- Jet Boil Stove or similar product (No open fires)
- Jet Boil Fuel Cannister
- Mess Kit items; camp coffee mug, Thermo flask or Naglene bottle, long handle spoon or spork designed for eating from freeze dried meal pouches, freeze dried meal heat pouch. (No plates, bowls, pots or pans allowed)
- Toiletries, toilet paper, wet ones
- Mosquito repellant
- Enduro or motorcycle style jacket
- Spare camp clothing
- Camp shoes
- Camp bath towel and soap for shower
- Head lamp with extra batteries (there will be no generator at the bivouac areas)
- 2 pad locks
- **Participants must purchase their own totes / One tote per a participant.**

Riders can add to this list at their discretion but all items **must** fit in the required rider field box with the lid closed and locked for transport.
Please see link below for the only type type tote that **will be excepted.**
https://www.homedepot.com/p/HDX-38-Gal-Tough-Storage-Bin-in-Black-206114/301356003

CREW SUPPORT:

Event is not a crew or team supported event, no crew or team allowed during ride or in bivouac areas.

MECHANICAL FAILURE:

If your motorcycle cannot continue, rider, gear and bike will be picked up by a sweep vehicle and transported to the next town or the bivouac area on the route, rider's choice. Participant may call someone to come pick them, gear and bike up at the next town or the bivouac area. Participant may ride along with event support if necessary.

If a participant gets their bike up and running at the bivouac area, they may continue at next start but will receive penalties for the parts of the stage they failed to complete .

BIVOUAC AREAS:

Forest Service and BLM bivouac areas will be policed of all trash before the start time. Bagged garbage will be placed in the garbage dumpsters, if dumpsters are not available bagged garbage will be placed near support vehicles for proper disposal.

There will be no oil changes in the bivouac areas. All maintenance will be done on a pit mat, a limited number will be available from organizer.
Quiet hours 10:00 PM to 6:00 AM, engines cannot be started.

GPS REQUIREMENT AND USE

A GPS is required it is not to be used for navigation, only for latitude and longitude coordinates in case of a medical emergency, so a rider can notify 911, and/or the organizer where they are located or for emergency navigation in case of a natural disaster.

SAFETY, LAND USE REGULATIONS & EMERGENCIES:

There will be no fueling of bikes while running or while rider is mounted.
All tools and hard objects larger than 5" will be transported on the motorcycle not in any pack or clothing of participant.
It is required riders observe all highway safety codes and regulations. If riders do not obey posted speed limits they can and may be cited by law enforcement. If a participant is cited during event, they will be disqualified. There will be time penalties generated by the satellite tracker if the rider fails to obey speed limits indicated by the roadbook or speed limit posted on road signs. To avoid time penalties, participants need to be at the indicated speed limit before passing the speed change. If any road sign displaying the speed limit has been changed to a lower speed than what is shown in the roadbook, the participants will obey the lower posted speed limit.

All law enforcement agencies along the route have approved this event and will have direct contact with the event organizer. If a participant is ticketed or arrested for exhibition of speed, they risk having their motorcycle impounded by law enforcement.
Law enforcement agencies have been invited to patrol the route at their discretion.

All regulations will be followed while riding on federal lands and riders will stay on the approved Motor Vehicle Use Road and Trail System. This prevents damage to natural resources and ensures continued motorized use of public lands. There will be no cross-country travel. Satellite tracking will be utilized to assess time penalties. If land managers determine participants violated cross-country travel restriction, satellite tracking will be provided to them. If a federal fine is accessed on a participant, they will be disqualified.

Participants will yield to horseback riders, pedestrians, and bicyclists. Riders will pull over and let them pass if the trail is narrow. On wider trails, while passing, speed must be reduced to 10 mph or less. Trail etiquette will be observed i.e. shutting off engine near a nervous horse. Covering trail users in a plume of dust (aka ghosting) will not be tolerated. If a rider is reported ghosting by other trail users, they will be disqualified. Also, be aware of livestock on open range and leave each gate as you found it. Riders must also be aware of wildlife that may

unexpectedly pass in front of them. Most county and state law enforcement agencies have a letter of agreement on file with federal land managers to enforce laws on federal lands.

A rider suffering a mechanical failure, rider injury or running late are required to inform the event organizer at the phone number provided on the "Riders Time Card". There is an absolute requirement to know the whereabouts of every participant (nobody gets left behind). If necessary, call 911 and request police, fire, ambulance etc.

Due to the long overall distance, riders will be required to maintain a prudent and reasonable average speed.
The route includes gas stations where the riders must obtain and pay for their own fuel. These gas stations will be in the rider's road book. If a rider runs out of fuel and a support vehicle provides fuel, there will be a time penalty of 30 minutes.

GOOD SAMARITAN TIME CREDIT: Every participant Must render aid for an injured person discovered along route. Any rider that renders aid will have a time modification equal to the amount of time they rendered aid. When you stop to assist another rider/person who needs immediate medical assistance, or a life or death situation, you will immediately notify 911. If it has not been done by another rider or Good Samaritan and give the street, road, highway location or longitude and latitude in the backcountry.

Participant will then provide aid and remain on-scene until medical authorities arrive. At the earliest opportunity call and notify the event organizer of the incident. Keep track of time that you started aid and stopped giving aid. Notification to organizer must be given before continuing, otherwise no credit will be given. Colorado and Utah have protections for Good Samaritans.

ALCOHOL / DRUG POLICY

· Drinking of intoxicating beverages is forbidden while riding and in Bivouac site.

· The use or possession of narcotics including marijuana (amphetamines or other stimulants, barbiturates or other depressants) is forbidden. The use or possession of marijuana on federal lands is illegal regardless of state or local law. Medications with valid prescription container are allowed.

· Any participate who shows any evidence of being under the influence at any time, including bivouac area will be disqualified. If participant is observed riding under the influence local law enforcement will be notified.

Yes, volunteers must have a Colorado and Utah Search and Rescue cards just like the competitors. (Please follow the links on our website)
06/09/2022

Can a rider use one of the other current Garmin Inreach Models with similar or superior capability (InReach, Mini 2, 66/86) or are you just requiring the old-style Mini with no substitute as listed?

Other Garmin InReach satellite communicators may be used but it must have the SOS function. such as the Mini, Mini 2, 66 and 86. We want the PLB on the riders body and not on the motorcycle. Where they carry it and how they carry it will be their responsibility. We do not want to see it inside someones hydration pack on their back. If they don't have their rally jacket or vest on they must still have it on their body and that is why we stated the GL Packer Tracker because it can go around the arm or pack strap and must be reachable with one hand for activation. I have attached a link down below and I think that carrier can be modified for around the arm use for the 66i.

https://www.garmin.com/en-US/p/114625

03/22/2022

RALLY COMP may be used as the rider's primary ODO/ Cap Heading/ Speedometer if they do not have and ICO, RNS or KTM Tripmaster but remember you will have no redundancy in case of unit failure. Riders must have a roadbook box preferably powered but a manual roadbook box may be used.

03/13/2022

Registration will close August 1, 2022 and not August 31, 2022 due to logistics with satellite phone provider.

03/09/2022

Fuel range and fuel tank size clarification; motorcycles must meet the required fuel range of 161 kilometres no matter what size the fuel tank is on any given make or model motorcycle.

02/22/2022

American Red Cross
Training Services

Certificate of Completion

Sue Graves

has successfully completed requirements for

Adult First Aid/CPR/AED Online Only

Date Completed: 8/24/21
Validity Period: 2 - Years

Conducted by: American Red Cross

To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.

Learn and be inspired at LifesavingAwards.org

00NU99S

American Red Cross
Training Services

Certificate of Completion

Richard Harvey

has successfully completed requirements for

Adult First Aid/CPR/AED Online Only

Date Completed: 9/7/2021
Validity Period: 2 - Years

Conducted by: American Red Cross

To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.

Learn and be inspired at LifesavingAwards.org

00O9FAV

Certificate of Completion

Michael Graves

has completed the requirements for

Adult First Aid/CPR/AED Online Only

conducted by

American Red Cross

Date Completed: **09/07/2021**

Valid Period: **2 Years**

Certificate ID: **00O9ENP**

American Red Cross

Scan code or visit:

https://www.redcross.org/take-a-class/qrcode?certnumber=00O9ENP

2:22
Inbox
Completion Certifica...
American Red Cross
Training Services
Certificate of Completion
Raphael Horton
has successfully completed requirements for
Adult First Aid/CPR/AED Online Only
Date Completed: 9/7/2021
Validity Period: 2 - Years
Conducted by: American Red Cross
Certificate of Completion
American Red Cross

Gmail

Red Piedrosa <k2zepplin@gmail.com>

Recreation.gov Reservation Confirmation

Recreation.gov <communications@recreation.gov>
To: k2zepplin@gmail.com

Sun, Mar 13, 2022 at 8:04 AM

Reservation Confirmation

Hi Michael Graves,

Adventure awaits! This email confirms your reservation 0429419350-3 for Dewey Bridge Group Sites.

Please review all the reservation information below prior to your visit. It is also helpful to have this confirmation email available when you arrive as it contains important details about your reservation.

If you'd like additional information or need to make changes to your reservation, you can view, modify, or cancel this or any other upcoming trips through the "My Reservations" section of your account on Recreation.gov.

We also encourage you to review the "Rules and Reservation Policies" on Recreation.gov to understand the guidelines, fees, and timing for reservation changes, cancellations, and refunds for this reservation.

We hope you enjoy your experience at Dewey Bridge Group Sites and bring home an amazing story!

Reservation Information Order #: 0429419350

Tue, Sep 13, 2022
Check-In:

Wed, Sep 14, 2022
Check-Out:

A, Dewey Bridge
Dewey Bridge Group Sites
Moab Field Office (BLM)
Reservation Details | Cancellation / Refund Policies

Reservation Details

Primary Occupant: Michael Graves

# of Occupants: 30

# of Vehicles: 10

Equipment:
- Small Tent
- Vehicle
- Trailer

Need To Know

Arrival Checklist for Facility

- Maximum group size:

  Group Site A: 30 people.

  Group Site B: 25 people.

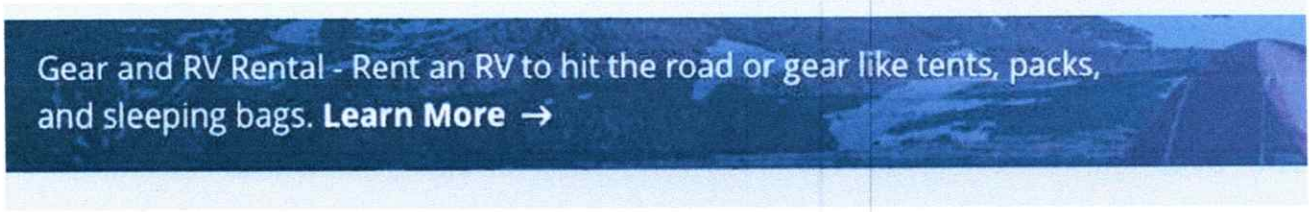
  Group Site C: 25 people.

- Gusty winds are possible so always secure your tents and camping gear.
- Ravens, chipmunks and other wildlife frequent the sites; never leave food out.
- Summer thunderstorms can cause flash flooding and gusty winds; stay aware of current weather.
- Annual, Senior and Access passes do not apply to group site fees.
- There are no showers, electricity, dump stations or drinking water at these sites but they are available in the town of Moab.
- Generator hours are from 8:00 am to 8:00 pm. Quiet hours are from 10:00 pm to 6:00 am
- Wedding ceremonies and receptions require a Letter of Acknowledgement from the Moab Field Office. Call 435-259-2100 for more information.
- Reservation calendars are posted weekly on the kiosk near the fee tube.
- Reservation calendars are posted weekly on the kiosk near the fee tube or adjacent to the group site.
- No amplified music.

Campsite Notices

Directions

From Moab, drive north to the junction with Highway 128. Turn right and travel 29 miles along the river road. The group sites are to your right as you enter the Dewey Bridge campground.



Gmail

Red Piedrosa <k2zepplin@gmail.com>

Recreation.gov Reservation Confirmation

Recreation.gov <communications@recreation.gov>
To: k2zepplin@gmail.com

Sun, Mar 13, 2022 at 8:04 AM

Reservation Confirmation

Hi Michael Graves,

Adventure awaits! This email confirms your reservation 0429419350-1 for Dewey Bridge Group Sites.

Please review all the reservation information below prior to your visit. It is also helpful to have this confirmation email available when you arrive as it contains important details about your reservation.

If you'd like additional information or need to make changes to your reservation, you can view, modify, or cancel this or any other upcoming trips through the "My Reservations" section of your account on Recreation.gov.

We also encourage you to review the "Rules and Reservation Policies" on Recreation.gov to understand the guidelines, fees, and timing for reservation changes, cancellations, and refunds for this reservation.

We hope you enjoy your experience at Dewey Bridge Group Sites and bring home an amazing story!

Reservation Information Order #: 0429419350

Tue, Sep 13, 2022
Check-In: 12:00 PM

Wed, Sep 14, 2022
Check-Out: 11:59 AM

B, Dewey Bridge
Dewey Bridge Group Sites
Moab Field Office (BLM)
Reservation Details | Cancellation / Refund Policies

Reservation Details

Primary Occupant: Michael Graves

# of Occupants: 25

# of Vehicles: 10

Equipment:
- Small Tent
- Vehicle
- Trailer

Need To Know

Arrival Checklist for Facility

- Maximum group size:

  Group Site A: 30 people.

  Group Site B: 25 people.

  Group Site C: 25 people.

- Gusty winds are possible so always secure your tents and camping gear.
- Ravens, chipmunks and other wildlife frequent the sites; never leave food out.
- Summer thunderstorms can cause flash flooding and gusty winds; stay aware of current weather.
- Annual, Senior and Access passes do not apply to group site fees.
- There are no showers, electricity, dump stations or drinking water at these sites but they are available in the town of Moab.
- Generator hours are from 8:00 am to 8:00 pm. Quiet hours are from 10:00 pm to 6:00 am
- Wedding ceremonies and receptions require a Letter of Acknowledgement from the Moab Field Office. Call 435-259-2100 for more information.
- Reservation calendars are posted weekly on the kiosk near the fee tube.
- Reservation calendars are posted weekly on the kiosk near the fee tube or adjacent to the group site.
- No amplified music.

Campsite Notices

- Equipment allowed = 10 tens
- No Class A RVs/Motorcoaches.

Directions

From Moab, drive north to the junction with Highway 128. Turn right and travel 29 miles along the river road. The group sites are to your right as you enter the Dewey Bridge campground.

Gmail

Red Piedrosa <k2zepplin@gmail.com>

Recreation.gov Reservation Confirmation

Recreation.gov <communications@recreation.gov>
To: k2zepplin@gmail.com

Sun, Mar 13, 2022 at 8:04 AM

Reservation Confirmation

Hi Michael Graves,

Adventure awaits! This email confirms your reservation 0429419350-2 for Dewey Bridge Group Sites.

Please review all the reservation information below prior to your visit. It is also helpful to have this confirmation email available when you arrive as it contains important details about your reservation.

If you'd like additional information or need to make changes to your reservation, you can view, modify, or cancel this or any other upcoming trips through the "My Reservations" section of your account on Recreation.gov.

We also encourage you to review the "Rules and Reservation Policies" on Recreation.gov to understand the guidelines, fees, and timing for reservation changes, cancellations, and refunds for this reservation.

We hope you enjoy your experience at Dewey Bridge Group Sites and bring home an amazing story!

Reservation Information Order #: 0429419350

Tue, Sep 13, 2022
Check-In: 12:00 PM

Wed, Sep 14, 2022
Check-Out: 11:59 AM

C, Dewey Bridge
Dewey Bridge Group Sites
Moab Field Office (BLM)
Reservation Details | Cancellation / Refund Policies

AMERI-8

OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2022

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 Jones Birdsong LLP 600 Market Street, Suite 210 Chanhassen, MN 55317 Donald Birdsong 866-998-3864	CONTACT NAME: Donald Birdsong PHONE (A/C, No, Ext): 866-998-3864 FAX (A/C, No): E-MAIL ADDRESS:
INSURED American Motorcyclist Association, Inc.; COTAH RALLY ADVENTURES	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : New York Marine And General — 16608 INSURER B : 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	Y		GL202100012784	11/30/2021	11/30/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X $250,000 E&O						MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	X OTHER: Per Event						PLL	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Type of Event: Class 1C

Event Title: COTAH Rally

Location: 1001 N 2nd St, Montrose, CO 81401

The certificate holder is added as an additional insured subject to the terms of the attached endorsement.

CERTIFICATE HOLDER

Grand County
125 E Center St
Moab, UT 84532

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
Donald Birdsong

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Type of Insurance: Commercial General Liability **Policy Number: GL202100012784**

Insured: AMERICAN MOTORCYCLIST ASSOCIATION, INC., AMA DISTRICT ORGANIZATIONS, CLUBS and PROMOTERS

Additional Insureds, in accordance with policy terms and conditions:

A. Any managers, owner, or lessor of premises used by the named insured;
B. Any person or organization sponsoring racing vehicles or sponsoring racing vehicle drivers;
C. Any person or organization sponsoring your activities or events;
D. Racing vehicle owners, racing vehicle drivers and racing vehicle crew members; volunteers
E. Persons or organizations (other than drivers, crew members, racing vehicle owners, sponsors, volunteers, or managers or lessors of premises) if required by contract.
F. Any state or governmental agency or subdivision or political subdivision – permits or authorizations
G. Any lessor of leased equipment when required in lease agreement with you

1. United States Government C/O White River National Forest, 900 Grand Avenue, Glenwood Springs, CO 81601. Issuer of our permit to operate on Forest Service Lands.

2. United States Department of the Interior Bureau of Land Management, 82 Dogwood Avenue, Moab UT, 84532. Issuer of our permit to operate on Bureau of Land Management Lands.

3. Montrose County, State of Colorado 1001 North 2nd St, Montrose, CO 81401. Rental of the Montrose County Fairgrounds for administrative check in, motorcycle scrutineering, start and finish of event with early camping on September 10th.

4. City of Grand Junction, Colorado, 250 North 5th St, Grand Junction, CO 81501. Permission to operate on city lands for our event.

5. Grand Junction Regional Airport Authority, 2828 Walker Field Drive Suite 301, Grand Junction, CO 81506. Permission to operate on airport land for our event.

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

EVENT DATES*: Sept 12 - 16, 2022
PRACTICE: 09/11/2022
ADDITIONAL CAMPING: 09/10/2022
ADDITIONAL SET-UP: N/A
ADDITIONAL TEAR DOWN: N/A

*Includes coverage for set-up and camping day before the Event and tear down the day after the Event.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Any State or Governmental Agency or Subdivision or Political Subdivision, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy prior to performance of the agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY AGREEMENT

Whereas COTAH RALLY ADVENTURES (hereinafter "User") desire(s) to use Grand County (herein after "County") Property or Facilities located at Dewey Bridge BLM Campground to engage in the following activities; Rally Raid Event, and in consideration of County's willingness to allow User to use said facilities and/or property, I

Michael D. Graves, as the duly authorized agent acting on behalf of the User, herewith agree and promise Indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, 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 User, County, and/or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the County's facilities or equipment arising out of User's use or possession of said facilities or property.

User further agrees and promises to provide County with Certificate of Insurance verifying that User has acquired insurance sufficient to support User's promise to Indemnify and Hold County Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification / Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other person or entity may be greater or more extensive than is known, anticipated or expected.

Signature of User Agent

Date: 6-22-2022

Michael D. Graves

Printed Name of User Agent

American Motorcyclist Association (READ CAREFULLY BEFORE SIGNING)

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITYAGREEMENT

ORGANIZER NAME, EVENT NAME, SANCTION# _____ EVENT DATES _____

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the American Motorcyclist Association sanctioned event "EVENT(S)" or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. **Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.**
2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
5. **HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
6. **HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF OHIO. If any part of this Agreement is adjudged to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name	Sign Name Here	Print Name	Sign Name Here
	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE
	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE
	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE
	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE
	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE
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	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE
	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE
	I HAVE READ THIS RELEASE		I HAVE READ THIS RELEASE

Signature and Title of Witness AMA _____ Date (mm/dd/yyyy) _____

American Motorcyclist Association
MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)

_____ _____
ORGANIZER NAME, EVENT NAME, SANCTION# EVENT DATES

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the American Motorcyclist Association above sanctioned event and/or activities ("EVENT(S)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR's Event participation constitutes an acknowledgement that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, (all for the purposes herein referred to as "RELEASEES") from all liability to ourselves, the undersigned's, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.
4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the EVENT and whether caused by negligence of the RELEASEES or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF OHIO. If any part of this Agreement is adjudged to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

1. _____ ☐ Father ☐ Mother ☐ Guardian
Printed Name of Parent or Guardian (Check One)

I HAVE READ THIS RELEASE
_____ _____
Parent or Guardian (Signature) Date (mm/dd/yyyy)

☐ **I represent that I have sole legal custody or am sole parent/guardian.**
(Initial)

2. _____ ☐ Father ☐ Mother ☐ Guardian
Printed Name of Parent or Guardian (Check One)

I HAVE READ THIS RELEASE
_____ _____
Parent or Guardian (Signature) Date (mm/dd/yyyy)

Printed Name of MINOR Participant: _____ AMA # _____ D.O.B. _____
Date (mm/dd/yyyy)

Address of Participant: _____

_____ _____ _____
Signature of Event Official Date (mm/dd/yyyy) Printed Name of Event Official

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COTAH Rally Adventures

is a

Corporation

formed or registered on 05/04/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011091197 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/21/2022 that have been posted, and by documents delivered to this office electronically through 06/22/2022 @ 16:49:58 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/22/2022 @ 16:49:58 in accordance with applicable law. This certificate is assigned Confirmation Number 14111833 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

STATEMENT OF AUTHORITY
COTAH RALLY ADVENTURES

Entity Name: COTAH RALLY ADVENTURES

Type of Entity: S CORP

Formation State: COLORADO

Mailing Address: 7765 S JOPLIN CT, ENGLEWOOD, CO, 80112

Name and Position of Each Person Authorized to Bind the Entity and Execute Contracts for the Entity: MICHAEL D. GRAVES - DIRECTOR

Such Authority is: **X** NOT LIMITED ____ LIMITED as follows:

This Statement of Authority is Executed by the Entity pursuant to Utah Law.

This Statement of Authority amends and supersedes all prior Statements of Authority which shall be of no further force or effect.

Effective Date: 06-22-2022

ENTITY NAME: COTAH RALLY ADVENTURES

Michael D Graves
By: Mich D Gr
Its: Director

By:
Its:

By:
Its:

By:
Its:

Form 2930-2
(February 2020)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SPECIAL RECREATION PERMIT

(16 U.S.C. 6801 et seq., 43 U.S.C. 1701 et seq., 43 CFR Group 2930)

Permit No.
MFO-Y010-22-043R

BLM Issuing Office
Moab Field Office
DOI-BLM-UT-Y010-2019-0133-CX

Permittee: Cotah Dual Sport Rally

Authorized Representative: Michael Graves

Address: 7765 S. Joplin Ct.
Englewood, CO 80112

Phone Number: (303) 577-2795

Email Address: k2zepplin@gmail.com

Fax Number:

Website:

Permit is for *(check all that apply)*: ☐ Commercial Use ☐ Competitive Use ☑ Organized Group Activity or Event ☐ Vending

Date Issued 1/21/2022 Date Expires 12/31/2031 *(Terms greater that one year subject to annual authorization)*

Seasonal or other period of limitations occurring annually in September 9/11 to 9/16/2022

Permit Fee Formula If other, specify: Organized Group: Greater of $115/year or $6/person/day

Assigned Sites *(commercial only)*: ☑ None No. of Assigned Sites subject to fees

Special Area Fees Apply: ☐ Yes ☑ No Special Area Fee

Minimum insurance coverage requirement: Low Risk: $300,000 per occurrence, $600,000 annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office.

Post use report due date(s): 30 days after last use of year Bond Requirement: ☑ None Bond Amount

Purpose and activities authorized

Motorcycle Event

Approved Area of Operation

Event Course (See Maps),

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions required by the BLM including the General Terms and Permit Stipulations listed on the following pages of this form and any additional stipulations which may be attached.

Additional stipulations are attached: ✓ Yes ☐ No

(Permittee Signature) 1-15-2022 (Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and Permit Stipulations any additional stipulations attached.

Nicollee Gaddis-Wyatt
(BLM Authorized Officer Printed Name)

(BLM Authorized Officer Signature) 2/7/2022 (Date)

(Continued on page 2)

State of Utah
School and Institutional
Trust Lands Administration

SOUTHEASTERN AREA OFFICE
217 East Center Street, Suite 230
Moab, Utah 84532-2482
435-259-7417
trustlands.utah.gov

Michelle E. McConkie
Director

RIGHT-OF-ENTRY PERMIT NO. 7130
Beneficiary: Schools

This Right-of-Entry Permit No. 7130 (this "**Permit**") is between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 ("**SITLA**"), and COTAH Rally Adventures, 7765 S. Joplin Ct., Englewood, CO 80112 (the "**Permittee**").

1. **Key Terms**.

   a. Permitted Property: The Permitted Property is described on Exhibit A.

   b. Effective Date: September 13, 2022

   c. Termination Date: September 14, 2022

   d. Authorized Activities: Motorcycle Navigation Event

   e. Permitted Equipment:

   f. Rent: $400.00

   g. Insurance Limits:

      i. Per occurrence: not less than $1,000,000

      ii. Combined limit: not less than $3,000,000

   h. Applicable Special Conditions: Exhibit B, sections 1a, 2a, 3c&d, 5, 6.

2. **Grant of Right-of-Entry**. SITLA hereby grants Permittee a non-exclusive right to enter the Permitted Property for the Authorized Activities on the terms and conditions of this Permit and pursuant to Utah Administrative Code R850-41. All terms of R850-41 are incorporated into this Permit by reference.

3. **Special Conditions**. This Permit is subject to those sections of the Applicable Special Conditions that are identified in Section 1.h.. If there is a conflict between the Applicable Special Conditions and the terms of this Permit, the Applicable Special Conditions govern.

4. **Term**. This Permit begins on the Effective Date and ends on the Termination Date.

5. **Authorized Activities; Limitations**.

a. Authorized Activities. Permittee may use the Permitted Property for the Authorized Activities and for no other purposes.

b. Conditions of Permit. In using the Permitted Property for the Authorized Activities, Permittee: (a) shall comply with all agency rules at Utah Administrative Code R850, and all other applicable federal, state, and local statutes, regulations, and ordinances; and (b) may not use the Permitted Property for any uses other than the Authorized Activities or those uses authorized by agency rules.

c. Use of Public Roads. Permittee may only use county or state roads or other routes designated as open to the public ("**Public Routes**") by SITLA. Permittee shall promptly repair any damage done to such routes at its expense and shall leave the Public Routes in a good condition.

d. Permitted Equipment. Permittee may only use the Permitted Equipment on the Permitted Property. All personnel and participants shall follow the age and education requirements and equipment requirements for the Permitted Equipment, as required by applicable law and the rules established for the Authorized Activities. Permittee may only use the Permitted Equipment on Public Routes within the Permitted Property that are appropriate for the use of the Permitted Equipment, unless otherwise authorized in this Permit.

6. **Existing Interests and Conflicts of Use**. This Permit is issued on a non-exclusive basis. Permittee shall notify those parties with interest in the Permitted Property that are listed on Exhibit C of Permittee's Authorized Activities. Permittee accepts this Permit subject to all such existing interests and shall coordinate its activities with such other interested parties. SITLA reserves the right to issue additional right-of-entry permits or convey other interests in the Permitted Property without compensation to Permittee.

7. **Cultural Resources**. Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60-900, upon discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resources, Permittee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction. All Specimens are and will remain the property of the State of Utah. All capitalized terms in this Section 7 not otherwise defined in this Permit are defined in the Utah Code or in SITLA's administrative rules at R850.

8. **Restoration and Reclamation**. Permittee, at its sole expense, shall promptly repair any damage to roads, trails and/or any area of the Permitted Property that occurs during the duration of this Permit to the satisfaction of SITLA. Permittee, at its sole expense, shall reclaim any holes or other surface disturbances on the Permitted Property created by Permittee's use of the Permitted Property.

9. **Posting of Permit**. The Permittee and any persons providing services under this Permit must present or display a copy of the Permit to any authorized officers, representative, or law enforcement personnel upon request to determine the validity of the permit.

10. **Termination**. Permittee may terminate this Permit on 30 days' written notice to SITLA. Permittee is not entitled to a refund of any portion of the Rent and shall comply with all obligations under this Permit within the 30-day notice period.

11. **Covenant Against Liens**. Permittee may not suffer or permit to be enforced against any or all of the Permitted Property, any mechanic's, material men's, contractor's or subcontractor's liens arising from and any claim for damage growing out of, the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Permittee. Permittee shall pay or cause to be paid all such liens, claims, or demands before any action is brought to enforce the same against the Permitted Property. If Permittee in good faith contests the validity of any lien, claim, or demand, then Permittee shall, at its expense, defend itself and SITLA against the same and shall pay and satisfy any adverse judgment that may be rendered. Permittee shall, at the request of SITLA, provide such security and take such steps as may be required by law to release the Property from the effect of such lien.

12. **Insurance**. Permittee, at its sole cost and expense, shall at all times during the Term maintain an insurance policy or policies insuring against all liability resulting from property damage and injury or death occurring to persons in or about the Permitted Property, with the insurance limits set forth in the Key Terms. Permittee shall maintain a current, authenticated certificate of insurance on file with SITLA. Notwithstanding the foregoing, Permittee may satisfy its insurance obligations with blanket, layered, umbrella, conventional and/or manuscript forms of the required policy or policies. The insurance policies must: (i) be in the name of the Permittee; (ii) name SITLA as an additional insured (as evidence by an endorsement); (iii) cover Permittee's assumed obligation to indemnify SITLA; and (iv) waive all rights of subrogation against SITLA. All insurance policies must be issued by a company or companies rated "A" or better by the most current edition of Best's Insurance Guide, be authorized to do business in the State of Utah, and be approved by SITLA.

13. **Inspection; Disclaimer of Warranties; Waiver of Liability**. Permittee acknowledges that it has been afforded an opportunity to inspect the Permitted Property and, based upon such inspection, hereby accepts the Permitted Property in its existing, AS-IS condition, subject to all existing hazards to person or property, whether natural or manmade, known or unknown. SITLA disclaims all representations and Warranties that the Permitted Property is safe or fit for use for the Permitted Activities. Based on such acknowledgment and acceptance and in consideration for the grant of this Permit, Permittee does hereby release and forever discharge SITLA, its directors, officers, board of trustees, employees and beneficiaries from any and all liability, claims, damages, causes of action, or expenses for any bodily injury, death, or property damage that is suffered by Permittee or any person claiming by, through, or under Permittee and that occurs in connection with the use of the Permitted Property.

14. **Assumption of Liability; Indemnification**. Permittee assumes all liability for and shall indemnify, defend, and hold harmless SITLA, its directors, officers, board of trustees, employees, and beneficiaries from and against any and all claims, losses and liability, including without limitation attorney's fees and fire suppression activities, of any nature imposed upon, incurred by, or asserted against such parties that relates to or arises out of the activity of Permittee, its employees, agents, sublessees, assignees, or invitees, or any other person participating in the Authorized Activities pursuant to this Permit, including noncompliance with any of its terms.

15. **Bonding Provisions**. Prior to the issuance of this Permit or at any time during the Term, on 15 days' written notice, SITLA may require the applicant or Permittee to post a bond with SITLA in the form and amount approved or determined by SITLA to assure compliance with all terms and conditions of the Permit.

16. **Miscellaneous**.

a. Notice. The parties shall send all notices given pursuant to this Permit to the other party in writing and by United States mail, postage prepaid, certified or registered, and sent to the address set forth in the introductory paragraph or to any other address as either party designates by written notice to the other.

b. Assignments. Permittee may not assign this Permit without prior written approval of SITLA. Any attempted assignment without SITLA's prior written approval is void and unenforceable.

c. Survival. All obligations of Permittee survive termination and continue until satisfied in full.

d. Compliance with Existing Laws. Permittee, in exercising the privileges granted by this Permit, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations that are applicable to the Permittee, Permitted Property, the Authorized Activities, and all operations covered by this Permit. SITLA reserves the right to inspect the Permitted Property at any time to verify compliance with the terms of this Permit as well as all applicable laws, rules, and regulations.

e. Continued Regulation by SITLA. The rights granted to Permittee under this Permit are subject to the continued regulation by SITLA. Permittee shall comply with Title 53C of the Utah Code and the Utah Administrative Code R850 rules as they exist at the Commencement Date and as they are amended.

f. Amendments or Modifications. If Permittee desires to change any of the terms of the Permit, Permittee shall apply for an amendment following the same procedure as is used to apply for a new right-of-entry. A modification of this Permit is only binding if evidenced in writing and signed by each party.

g. Permittee Liable for Actions of Representatives. Whenever this Permit imposes obligations or liabilities on Permittee, those obligations and liabilities apply to actions or inactions of Permittee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires. Permittee hereby assumes all liability arising from the actions or inactions of Permittee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires on the Permitted Property or pursuant to this Permit.

h. Utah Law Applies, Successors and Assigns. The laws of the State of Utah govern this Permit. The terms and conditions of this Permit inure to and are binding on all successors and assigns of Permittee.

i. Counterparts and Electronic Signatures. The parties may execute this Permit in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Permit by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Permit, as amended, has the same legal effect and/or enforceability as a paper version as per Utah Code Ann. § 46-4-201.

The parties execute this Permit as of the Effective Date.

STATE OF UTAH,
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

Tamra Colyar
(signature)

Tamra Colyar
(print name)

Office Specialist
(title)

COTAH Rally Adventures
7765 S Joplin Ct.
Englewood, CO 80112

(signature)

Michael D. Graves
(print name)

Director
(title)

Template approved by legal on 3/3/2021

Exhibit A
Description of Permitted Property

Township 20S, Range 24E, SLB&M
Sec. 36: Within

Township 20S, Range 25E, SLB&M
Sec. 10: Within

Township 21S, Range 24E, SLB&M
Sec. 3, 10, 28, 33: Within

Township 23S, Range 23E, SLB&M
Sec. 16: Within

Township 26S, Range 25E, SLB&M
Sec. 2, 3, 4, 5, 11, 14, 15, 22, 26, 27, 34, 35: Within

Township 27S, Range 23E, SLB&M
Sec. 7, 16,17, 18: Within

Township 27S, Range 25E, SLB&M
Sec. 27, 34, 35: Within

Exhibit B
Special Conditions

Only those provisions identified in Section 1.h of the Permit apply.

1. **Events with Participants**.

   a. Waiver Signed by Participants. Permittee shall require all participants in the Authorized Activities, including, without limitation, event participants, spectators, and personnel, to execute fully-signed waivers, a form of which is attached as Appendix A to this Exhibit B, prior to participating in the Authorized Activities. Permittee may use a different form of waiver, but such waivers must be approved by SITLA and require the participants to release "The State of Utah, School and Institutional Trust Lands Administration, and its directors, officers, board of trustees, employees and beneficiaries" from any and all liability, claims, damages, causes of action, or expenses for any bodily injury death, or property damage suffered by the participant. Permittee shall keep the waivers on file and produce them to SITLA upon request.

   b. Post Permit. The Permittee shall post a copy of this Permit in prominent view where all participants and public may view it (e.g., at the start of an event, staging area, in a commercial outfitters office or on their website, etc.).

2. **Reconciliation Payment; Calculation**.

   a. Reconciliation Payment Required. Within 30 days of the Termination Date, Permittee shall pay SITLA a "Reconciliation Payment" equal to the greater of: (1) 3% of the gross receipts collected by Permittee for the Authorized Activities multiplied by the percentage of land used in the Authorized Activities that is trust land; and (2) $5.00 per participant per day in which Permittee used the Permitted Property for the Authorized Activities. Permittee may credit the Rent toward the Reconciliation Payment.

   b. Records; Payment of Reconciliation Payment. Permittee shall maintain all records relevant to calculation of the Reconciliation Payment, including: (i) receipts and invoices of amounts paid by participants, (ii) documentation showing those portions of the Permitted Property used for the Authorized Activities; (iii) a breakdown of the percentage of land used for the Authorized Activities that constitutes trust land. Permittee shall produce such records to SITLA within 15 days of the Termination Date. SITLA may inspect the books and records of Permittee for the purpose of verifying the accuracy of the Reconciliation Payment.

3. **Cultural, Archeological, Paleontological, and Antiquities Resources**. The parties hereby delete Section 7 in its entirety and replace it with the following:

   a. Survey Required. Prior to commencing any surface disturbing activity, Permittee shall, at its own cost and expense, complete a Cultural Resources Survey prepared by an approved archaeologist in accordance with applicable laws and regulations, and obtain SITLA's prior consent.

   b. SITLA's Consent to Activities. Permittee shall provide all Cultural Resource compliance materials to SITLA prior to commencing the surface-disturbing activity. SITLA will

review all such materials and may withhold or condition its consent to surface-disturbing activities if such activities would result in impacts to Cultural Resources.

c. Discovery of Site. On discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resource, Permittee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction.

d. Property of State. All Specimens are and will remain the property of the State of Utah.

4. **Large Camping/Therapy Groups**

a. Human or Animal Waste. Permittee may not leave human or animal fecal matter on the Permitted Property or any other trust lands. Permittee shall use WAG BAGs or port-a-potty systems to ensure fecal matter is appropriately contained and removed from trust lands.

b. Water Protection. Permittee may not camp within one-half mile from any water source. Permittee may not permit bathing, washing, or cleaning of any kind within 300 yards from any water source.

c. Fires. Permittee may only have fires on the Permitted Property if permitted by local, state or federal authorities and only if the fires are built and kept in a fire pan at least six inches off the ground. Permittee may leave ash and coals, completely cooled down, on the Permitted Property if the ash and coals are crushed, sifted, scattered so that there is no visual evidence of the fire. Permittee may only use dead wood lying on the ground as fuel or fires.

d. Campsite Rotation; Location Monitoring. Permittee shall rotate campsites on the Permitted Property to protect each campsite from overuse. Permittee shall supply SITLA with a copy of its itinerary and expected GPS coordinates of each campsite located on the Permitted Property before conducting the Authorized Activities. Permittee shall provide SITLA the actual GPS coordinates of the location of each campsite located on the Permitted Property to ensure proper land use and campsite rotation.

5. **Insurance**. The parties hereby delete Section 12 in its entirety and replace it with the following:

a. Liability Insurance. Permittee, at its sole cost and expense, shall at all times during the Term maintain in force an insurance policy or policies that name SITLA and Permittee as insureds against all liability resulting from property damage, injury or death occurring to persons in or about the Permitted Property, with limits for each occurrence of not less than $2,500,000, combined single limit, with respect to personal injury, death, and property damage. Permittee shall provide SITLA, without necessity of demand, a certificate of insurance.

b. Other Insurance. Permittee, at its sole cost and expense, shall at all times during the Term maintain and keep in force:

i. workmen's compensation insurance on its employees, if any, required under the applicable workmen's compensation laws of the State of Utah; and

ii. such other and additional insurance policies as a prudent permittee in the position of Permittee would maintain consistent with industry standards for Permittee's business, or as required by law.

c. Policy Requirements. All insurance policies held by Permittee must:

i. be issued by a company rated "A" or better by the then most current edition of Best's Insurance Guide (or if such guide is no longer published, then having a comparable rating as specified by SITLA), responsible and authorized to do business in the State of Utah, and approved by SITLA;

ii. waive the insurance company's rights of subrogation against the State of Utah;

iii. name the State of Utah as an additional insured;

iv. provide for specific coverage of Permittee's assumed obligation to indemnify the State of Utah; and

v. ensure the name of the insured on the insurance policy is the same as the name of Permittee.

d. Notice of Change. Permittee shall notify SITLA at least 30 days prior to the termination or modification of any insurance policies.

6. **Leave No Trace**. Permittee shall keep the Permitted Property in pristine condition and ensure that all activities conform to the *Leave No Trace Seven Principles*:

- Plan ahead and Prepare
- Travel and camp on durable surfaces
- Dispose of waste properly
- Leave what you find
- Minimize campfire impacts
- Respect wildlife
- Be considerate of other visitors

@ 1999 by the Leave No Trace Center for Outdoor Ethics: www.LNT.org.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

TITLE:	Approval of the revised Special Event Grant guidelines
FISCAL IMPACT:	None
PRESENTER(S):	August Granath, Grand County Economic Development Director Ben Alter, Grand County Economic Development Specialist Rachel Bartlett, Grand County Economic Development Administrative Assistant

Prepared By:

Ben Alter

Specialist, Grand County Economic Development

FOR OFFICE USE ONLY:

Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the revised guidelines for the Grant County Special Event Grant.

BACKGROUND:

In past meetings of the Moab Area Travel Council Advisory Board (TCAB), members have expressed the desire to see the Special Event Grant guidelines revised to prioritize funding new and existing events that encourage visitation to Grand County during periods of low visitation. The Grand County Economic Development Department (EDD) has met with board members and has worked to incorporate their suggestions in thes revised guidelines as provided.

The revised guidelines include a change in the program's title, from the "Event Advertising Grant" to the "Special Event Grant," as well as other changes that represent TCAB and the EDD's focus on supporting novel, sustainable event programming in Grand County.

The approval of these revised guidelines will allow the EDD to disburse the remaining funds allocated for this year's Special Event Grant ($18,300) in a timely fashion. Additionally, these revised guideless, if approved, will provide the EDD capacity to solicit applications for the 2023 grant round by August 31st.

ATTACHMENT(S):

1. Special Event Grant Guidelines_RED LINED
2. Special Event Grant Guidelines_FINAL
3. Special Event Grant Scoring Criteria Rubric

Grand County Economic Development
84 N 100 E
Moab, Utah 84532
435-259-1370

SPECIAL EVENT GRANT GUIDELINES

Purpose: The Grand County Economic Development Department (EDD) may provide grant assistance to new and existing organizations to aid in the development of tourism during targeted low visitation periods of the year. The purpose of the grant is to increase quality visitation in Grand County during slower ~~weekends and months~~ periods of the year through encouraging, creating new, and enlarging existing~~, and encouraging~~ events that could become annual events by providing additional funds.

Goal: Funding is to be used as seed money to develop and support ~~new~~ events ~~to help develop annual events~~ that encourage quality visitation to Grand County and disperse that visitation to lower visitation periods of the tourism season.

Definition: For the purposes of this application, "applicant" is defined as the event organization or sponsoring organization making the application. An "event" is defined as a period of time specifically for a special purpose, which does not occur on a daily basis.

Special **Event ~~Advertising~~ Grant Proposals:** **Special** Event Grant ~~advertising~~ proposals can be made by any individual, company or non-profit organization with a valid tax return, business license or 501~~C~~(c)3 documents and can be for first time or fledgling events. Events could include, but are not limited to the following:

- Races
- Festivals
- Dramatic Productions
- Cultural Events

~~An event is defined as a period of time specifically for a special purpose, which does not occur on a daily basis.~~

Review Date: Fully completed event applications will be due in the EDD office by 5:00 pm, August 31~~15~~ annually~~. and R~~recommendation for award of funds will occur during ~~at~~ the September meeting of the Moab Area Travel Council Advisory Board (TCAB). If the due date for applications falls on a Saturday or Sunday, applications will be due in the EDD office by 5:00pm on the Monday following. Applicants are encouraged to submit applications early, as this will allow staff more time to review the applications and notify the applicant if anything is incomplete or missing. Incomplete applications will be returned, and will be accepted as complete up until the due date. Once completion is verified the application will be submitted to the ~~Travel Council Advisory Board (~~TCAB~~)~~ for their consideration. ~~At the annual event presentation meeting~~, The applicant may ~~you will~~ be required to attend TCAB's ~~the~~ annual event presentation meeting~~presentation~~. All applications will be scored using the same criteria and process. If funds allow, additional applications will be reviewed on a quarterly basis. Exemptions to the application review timeline may be granted by the TCAB under extenuating circumstances.

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Criteria:

1. This grant aims to support ~~The EDD is looking for~~ events that will exceed more than one day in duration and encourages out-of-area visitors primarily during targeted low visitation periods of the year. ~~Exemptions will be considered for events that provide considerable community benefit.~~

2. Applicants~~Event planners/grantees~~ must provide~~should show~~ plans detailing thier intetion to duplicate their event on an annual basis.~~ and~~ Applicants must demonstrate fiscal responsibility within 5 years in these plans. The EDD~~The Travel Council~~ will give special consideration to ~~favor~~ events that are moving towards fiscal and environmental sustainability. ~~Funding new events will be given consideration over existing events.~~ ~~and e~~Events that can demonstrate that they will encourage sustainable practices, responsible recreation, and diverse cultural experiences ~~green practices~~ will be given consideration on the scorecard for their efforts. Funding new events will be given consideration over existing events.

3. Applications for grants must be completed on the application form provided by ~~T~~the EDD and must be filled out completely. Incomplete applications will not be considered and will be returned to the event applicant~~organizer/grantee~~. ~~The EDD and the TCAB will pay particular attention to the marketing/advertising figures of the itemized budget that must accompany the application.~~

4. The applicant, if awarded, ~~A survey from participants~~ is required to collect survey responses from its event participants.~~and T~~the compiled results will be required as part of the applicant's~~with your~~ final report. The questions the applicant~~you should~~ must its ask its participantsinclude~~are~~:

   a. How many ~~Number of~~ participants are there?
   b. How many ~~Number of~~ additional people are in the participant's~~participants~~ party?
   c. How many ~~Number~~ participants ~~that~~ will stay in lodging?
   d. How many ~~Number of~~ participants ~~that~~ will stay in commercial campgrounds?
   e. What state or county are they~~y~~ participants from?
   ~~a.~~f. How many ~~Number of~~ participants ~~that~~ will eat in restaurants?
   ~~b.~~g. How much will be ~~Amount~~ spent per person for this trip? (in USD $)
   ~~c.~~h. How did the participant~~you~~ hear about this event? (Radio, Television, Print ad, Friend, Website, Flyer or Poster, other)
   i. Is this the participant's~~Number of visitors that this is their~~ first visit to Moab?
   j. Is the participant a Grand County ~~Percent of~~ local or a ~~participants vs.~~ visitor ~~participants~~?

5. All advertising **MUST** contain the EDD~~Moab Area Travel Council~~ logo which ~~that~~ can be obtained by contacting the EDD~~Travel Council~~ office ~~or by following this link: http://grandcountyutah.net/234/Event-Advertising-Grants~~. A copy of **all advertisements** ~~ads~~ including the EDD~~MATC~~ logo must be submitted with each of the applicant's ~~your~~ final invoices in the applicant's~~your~~ final report prior to receiving~~e~~ the remaining 50% ~~2~~2nd ~~half~~ of funds (see section 7). The applicant ~~You~~ must provide copies of each advertisement ~~ad~~ for each invoice ~~you~~ submitted. ~~Other media advertising must be emailed to admin@discovermoab.com.~~

Commented [1]: Paid for by TRT to drive tourism. Have additional budget for community events.

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67. A contract, stating terms and conditions, must be signed with applicants of approved events.

78. Granted funds will be allocated in two installments. The first payment, 50% of the total grant award, will be made upon receiving the signed contract and an invoice from the grantee. The final payment, the remaining 50% of the total grant award, will be made when the grantee's has completed the event has concluded and the grantee has submitted their its final report to the EDDTCAB. Payments will only be made to the event applicant, not to their vendors.

89. All applicants applying for a Special Event Grant must also apply for and fulfill all requirements for a Special Event Permit from the City of Moab and/or Grand County. Any permit, proof of insurance, right of way or other document required from any agency (local, state, federal, tribal or private) must be acquired well in advance of the event and is the burden of the event applicant. Applicants must provide a signed "Release of Liability" of the EDD and the TCAB.

910. The Aapplicant(s) must provide a 100% match to the requested grant; and a minimum of 50% of this the applicant's match must be in cash. Example: Iif an applicant event is requesting $4,000 from the EDD, applicants must provide put up a match of $4,000, of which at least $2,000 must be provided asin cash. Up to 50% of the required match may be made up through "in-kind" means, including volunteer labor and donations. and 50% in -kind, or all in cash. The funding received from the EDD and your 100% match must be spent on advertising, 50% of your match can be in kind.

1011. Volunteer hours are applicable towards the in-kind match. Volunteer hour value is based on the National Value of Volunteer Time. When figuring in-kind services, we have come up with a figure of $7.25 per hour, which is the minimum wage. This rate was determined by talking to Workforce Services about a fair rate of reimbursement for volunteer services such as phone calls, mailings, placing posters, etc. If professional services are donated, then figure those services at the going rate.

10112. No grant will be made for the promotion of religion or for any cause designed primarily to benefit or disseminate a political agenda rather than directly benefit the promotion of tourism.

11213. Funding is contingent upon available monies, and the process is competitive. There is no guarantee that funding, if granted, will be available in subsequent years. TEven though a project may qualify, limited funds may not allow all projects to receive funding. Any and all decisions regarding awarding funds are at the discretion of the EDD and are final only at the time of award.

12314. Grant The funds cannot be used to promote private business. This does not include

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indirect benefit as a by-product of the activity. A clear distinction between the event applicants and any single business must be articulated.

13~~4~~15. A complete and detailed final report, including summary of expenditures, estimated attendance, completed surveys, and financial impact will be required within sixty (60) days following ~~after~~ the conclusion ~~completion~~ of the event. If the project is long term, a schedule will be determined by TCAB ~~the board~~ as to the frequency of required periodic reports. The event applicant may be asked to appear before ~~the~~ TCAB if questions arise.

14~~5~~16. Applications are to be submitted to the Grand County Economic Development Department.

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~~17.~~ **QUESTIONS?** Please contact:

Grand County Economic Development
admin@discovermoab.com
84 North 100 East
Moab, UT 84532
435-259-1370

~~18. **SUBMIT GRANT APPLICATIONS TO:**~~

~~Via email to:~~

~~admin@discovermoab.com~~

~~Or via mail to~~
~~Grand County Economic Development~~
~~84 N 100 E~~
~~Moab, UT 84532~~
~~Please write "Advertising Grant Application" on the envelope.~~

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Grand County Economic Development
84 N 100 E
Moab, Utah 84532
435-259-1370

SPECIAL EVENT GRANT GUIDELINES

Purpose: The Grand County Economic Development Department (EDD) may provide grant assistance to new and existing organizations to aid in the development of tourism during targeted low visitation periods of the year. The purpose of the grant is to increase quality visitation in Grand County during slower periods of the year through encouraging, creating new, and enlarging existing events that could become annual events by providing additional funds.

Goal: Funding is to be used as seed money to develop and support events that encourage quality visitation to Grand County and disperse that visitation to lower visitation periods of the tourism season.

Definition: For the purposes of this application, “applicant” is defined as the event organization or sponsoring organization making the application. An “event” is defined as a period of time specifically for a special purpose, which does not occur on a daily basis.

Special **Event Grant Proposals: Special** Event Grant proposals can be made by any individual, company or non-profit organization with a valid tax return, business license or 501(c)3 documents and can be for first time or fledgling events. Events could include, but are not limited to the following:

- Races
- Festivals
- Dramatic Productions
- Cultural Events

Review Date: Fully completed event applications will be due in the EDD office by 5:00 pm, August 31 annually. Recommendation for award of funds will occur during the September meeting of the Moab Area Travel Council Advisory Board (TCAB). If the due date for applications falls on a Saturday or Sunday, applications will be due in the EDD office by 5:00pm on the Monday following. Applicants are encouraged to submit applications early, as this will allow staff more time to review the applications and notify the applicant if anything is incomplete or missing. Incomplete applications will be returned, and will be accepted as complete up until the due date. Once completion is verified the application will be submitted to the TCAB for their consideration. The applicant may be required to attend TCAB’s annual event presentation meeting. All applications will be scored using the same criteria and process. If funds allow, additional applications will be reviewed on a quarterly basis. Exemptions to the application review timeline may be granted by the TCAB under extenuating circumstances.

Criteria:

1. This grant aims to support events that will exceed more than one day in duration and encourages out-of-area visitors primarily during targeted low visitation periods of the year.

2. Applicants must provide plans detailing their intention to duplicate their event on an annual basis. Applicants must demonstrate fiscal responsibility within 5 years in these plans. The EDD will give special consideration to events that are moving towards fiscal and environmental sustainability. Events that can demonstrate that they will encourage sustainable practices, responsible recreation, and diverse cultural experiences will be given consideration on the scorecard for their efforts. Funding new events will be given consideration over existing events.

3. Applications for grants must be completed on the application form provided by the EDD and must be filled out completely. Incomplete applications will not be considered and will be returned to the event applicant.

4. The applicant, if awarded, is required to collect survey responses from its event participants. The compiled results will be required as part of the applicant's final report. The questions the applicant must ask its participants include:

a. How many participants are there?
b. How many additional people are in the participant's party?
c. How many participants will stay in lodging?
d. How many participants will stay in commercial campgrounds?
e. What state or county are the participants from?
f. How many participants will eat in restaurants?
g. How much will be spent per person for this trip? (in USD $)
h. How did the participant hear about this event? (Radio, Television, Print ad, Friend, Website, Flyer or Poster, other)
i. Is this the participant's first visit to Moab?
j. Is the participant a Grand County local or a visitor?

5. All advertising **MUST** contain the EDD logo which can be obtained by contacting the EDD office. A copy of **all advertisements** including the EDD logo must be submitted with each of the applicant's final invoices in the applicant's final report prior to receiving the remaining 50% of funds (see section 7). The applicant must provide copies of each advertisement for each invoice submitted.

6. A contract, stating terms and conditions, must be signed with applicants of approved events.

7. Granted funds will be allocated in two installments. The first payment, 50% of the total grant award, will be made upon receiving the signed contract and an invoice from the grantee. The final payment, the remaining 50% of the total grant award, will be made when the grantee's event has concluded and the grantee has submitted their final report to the EDD. Payments will only be made to the event applicant, not to their vendors.

8. All applicants applying for a Special Event Grant must also apply for and fulfill all requirements for a Special Event Permit from the City of Moab and/or Grand County.

9. The applicant must provide a 100% match to the requested grant; a minimum of 50% of this match must be in cash. Example: if an applicant is requesting $4,000 from the EDD, applicants must provide a match of $4,000, of which at least $2,000 must be provided as cash. Up to 50% of the required match may be made up through “in-kind” means, including volunteer labor and donations. Volunteer hour value is based on the National Value of Volunteer Time.

10. No grant will be made for the promotion of religion or for any cause designed primarily to benefit or disseminate a political agenda rather than directly benefit the promotion of tourism.

11. Funding is contingent upon available monies, and the process is competitive. There is no guarantee that funding, if granted, will be available in subsequent years. Though a project may qualify, limited funds may not allow all projects to receive funding. Any and all decisions regarding awarding funds are at the discretion of the EDD and are final only at the time of award.

12. Grant funds cannot be used to promote private business. This does not include indirect benefit as a by-product of the activity. A clear distinction between the event applicants and any single business must be articulated.

13. A complete and detailed final report, including summary of expenditures, estimated attendance, completed surveys, and financial impact will be required within sixty (60) days following the conclusion of the event. If the project is long term, a schedule will be determined by TCAB as to the frequency of required periodic reports. The event applicant may be asked to appear before TCAB if questions arise.

14. Applications are to be submitted to the Grand County Economic Development Department.

QUESTIONS? Please contact:

Grand County Economic Development
admin@discovermoab.com
84 North 100 East
Moab, UT 84532
435-259-1370

Proposed Special Event Grant Scoring Criteria Rubric

Criteria	**Description**	**Weight**
Financial Sustainability	Is the applicant/organizer working towards financial sustainability for their event? Is their plan to achieve financial sustainability feasible?	1-10
Environmental Sustainability	Is the event environmentally sustainable? If not, what steps is the applicant/organizer taking to ensure that future events are environmentally sustainable?	1-10
Responsible Recreation	Does the event promote Responsible Recreation, Leave No Trace, or like principles? Does the event include and/or prioritize an educational aspect for its participants?	1-10
Novelty and Originality	Does the event represent a "new" or novel offering for the community? Is this event duplicated at other points during the year? If this event or a similar event has occurred previously, what has been changed or added to the newly-proposed event and why?	1-5
Community Orientation	Does it provide a benefit to the community? Is there a documented, expressed, or evident desire within the community for this event and/or like programming?	1-10
Diversity, Equity, and Inclusion	Does the event meaningfully engage underserved or minority populations? Does the event encourage a diverse and accepting environment within? Is the event provided, operated, or supported by members of underserved communities? Does this event provide a novel experience that Grand County residents will benefit from? Underserved communities include but are not limited to: • Women or non-binary • LGBTQ+ • Minority races and ethnicities • Individuals w/ disabilities • Veterans	+5
Advertising	Will the applicant use the grant award to market their event?	+5
TOTAL		**55 points max**

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

TITLE:	Approval of the Community Event Grant program
FISCAL IMPACT:	None
PRESENTER(S):	August Granath, Grand County Economic Development Director Ben Alter, Grand County Economic Development Specialist Rachel Bartlett, Grand County Economic Development Administrative Assistant

Prepared By:

Ben Alter

Specialist, Grand County Economic Development

FOR OFFICE USE ONLY:

Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the Community Event Grant program.

BACKGROUND:

In past meetings of the Moab Area Travel Council Advisory Board (TCAB), members have expressed the desire to fund events and programs that aim specifically to engage local members of the community. The Grand County Economic Development Department (EDD) has met with board members and has worked to incorporate their suggestions in the proposed program guidelines as provided.

The proposed guidelines are similar to the Special Event Grant guidelines and emphasize the importance that events prioritize environmental sustainability and responsible recreation education; however, the Community Event Grant's proposed scoring criteria does not consider advertising and reduces the expectation that proposed events work towards financial sustainability. Additionally, the Community Event Grant's proposed rubric increases the points an event is able to earn in the "Novelty and Originality" category. These nuanced changes are designed to encourage Grand County residents to pose new, exciting, and/or experimental events that are not provided or are underprovided in Grand County.

The approval of this new grant program will allow the EDD to pilot the solicitation of grant applications and the disbursement of grant funds. While the EDD is currently unsure of how many awards or the amount of funds it will disburse for this pilot program, $40,000 of transient room tax (TRT) funds designated for establishing "recreation, film production, and conventions" are allocated in the EDD budget.

ATTACHMENT(S):

1. Community Event Grant Guidelines
2. Community Event Grant Scoring Criteria Rubric

Grand County Economic Development
84 N 100 E
Moab, Utah 84532
435-259-1370

COMMUNITY EVENT GRANT GUIDELINES

Purpose: The Grand County Economic Development Department (EDD) may provide grant assistance to new and existing organizations to aid in the development of community focused events. The purpose of the grant is to increase quality of life for Grand County residents through encouraging, creating new, and enlarging existing events by providing additional funds.

Goal: Funding is to be used as seed money to develop and support events that encourage quality of life for Grand County residents.

Definition: For the purposes of this application "applicant" is defined as the event organization or sponsoring organization making the application. An "event" is defined as a period of time specifically for a special purpose, which does not occur on a daily basis.

Community Event Grant Proposals: Community Event Grant proposals can be made by any individual, company or non-profit organization with a valid tax return, business license or 501(c)3 documents and can be for first time or fledgling events. Events could include, but are not limited to the following:

- Races
- Festivals
- Dramatic Productions
- Cultural Events
- Youth Events
- Community-Focused Events

Review Date: Fully completed event applications will be due in the EDD office by 5:00 pm, August 31 annually. Recommendation for award of funds will occur during the September meeting of the Travel Council Advisory Board (TCAB). If the due date for applications falls on a Saturday or Sunday, applications will be due in the EDD office by 5:00pm on the Monday following. Applicants are encouraged to submit applications early, as this will allow staff more time to review the applications and notify the applicant if anything is incomplete or missing. Incomplete applications will be returned and will be accepted as complete up until the due date. Once completion is verified, the application will be submitted to TCAB for their consideration. The applicant may be required to attend the TCAB's annual event presentation meeting. All applications will be scored using the same criteria and process. If funds allow, additional applications will be reviewed on a quarterly basis. Exemptions to the application review timeline may be granted by TCAB under extenuating circumstances.

Criteria:

1. This grant aims to support events that are focused on improving the quality of life for Grand County residents. TCAB will favor events that are moving toward sustainability. Funding new events will be given consideration over existing events. Events that can demonstrate that they will encourage sustainable practices, responsible recreation, and community benefit will be given consideration on the scorecard for their efforts.

2. Applications for grants must be completed on the application form provided by EDD and must be filled out completely. Incomplete applications will not be considered and will be returned to the event organizer/grantee.

3. A contract, stating terms and conditions, must be signed with applicants of approved events.

4. Granted funds will be allocated in two installments. The first payment, 90% of the total grant award, will be made upon receiving the signed contract and an invoice from the grantee. The final payment, the remaining 10% of the total grant award, will be made when the grantee's event has concluded and the grantee has submitted their final report to EDD. Payments will **only** be made to the event applicant, not to their vendors.

5. All applicants applying for a Community Event Grant must also apply for and fulfill all requirements for a Special Event Permit from the City of Moab and/or Grand County.

6. The applicant must provide a 10% match to the requested grant; a minimum of 50% of this match must be in cash. Example: If an applicant is requesting $4000 from EDD, applicants must provide a match of $400, of which at least $200 must be provided as cash. Up to 50% of the required match may be made up through "in-kind" means, including volunteer labor and donations. Volunteer hour value is based on the National Value of Volunteer Time.

7. No grant will be made for the promotion of religion or for any cause designed primarily to benefit or disseminate a political agenda rather than directly benefit the promotion of tourism.

8. Funding is contingent upon available monies, and the process is competitive. There is no guarantee that funding, if granted, will be available in subsequent years. Though a project may qualify, limited funds may not allow all projects to receive funding. Any and all decisions regarding awarding funds are at the discretion of the EDD and are final only at the time of award.

9. Grant funds cannot be used to promote private business. This does not include indirect benefit as a by-product of the activity. A clear distinction between the event applicants and any single business must be articulated.

10. A complete and detailed final report, including summary of expenditures, estimated

attendance, completed surveys, and financial impact will be required within sixty (60) days following the conclusion of the event. If the project is long term, a schedule will be determined by TCAB as to the frequency of required periodic reports. The event applicant may be asked to appear before TCAB if questions arise.

11. Applications are to be submitted to the Grand County Economic Development Department.

QUESTIONS? Please contact:

Grand County Economic Development
admin@discovermoab.com
84 North 100 East
Moab, UT 84532
435-259-1370

Proposed Community Event Grant Scoring Criteria Rubric

Criteria	**Description**	**Weight**
Financial Sustainability	Is the applicant/organizer working towards financial sustainability for their event? Is their plan to achieve financial sustainability feasible?	+5
Environmental Sustainability	Is the event environmentally sustainable? If not, what steps is the applicant/organizer taking to ensure that future events are environmentally sustainable?	1-10
Responsible Recreation	Does the event promote Responsible Recreation, Leave No Trace, or like principles? Does the event include and/or prioritize an educational aspect for its participants?	1-10
Novelty and Originality	Does the event represent a "new" or novel offering for the community? Is this event duplicated at other points during the year? If this event or a similar event has occurred previously, what has been changed or added to the newly-proposed event and why?	1-10
Community Orientation	Does it provide a benefit to the community? Is there a documented, expressed, or evident desire within the community for this event and/or like programming?	1-10
Diversity, Equity, and Inclusion	Does the event meaningfully engage underserved or minority populations? Does the event encourage a diverse and accepting environment within? Is the event provided, operated, or supported by members of underserved communities? Does this event provide a novel experience that Grand County residents will benefit from? Underserved communities include but are not limited to: • Women or non-binary • LGBTQ+ • Minority races and ethnicities • Individuals w/ disabilities • Veterans	1-10
TOTAL		**55 points max**

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING JULY 19, 2022	
TITLE:	Approval of $100,000 grant for Moab Community Childcare
FISCAL IMPACT:	None
PRESENTER(S):	August Granath, Grand County Economic Development Director Ben Alter, Grand County Economic Development Specialist

Prepared By:

BEN ALTER

SPECIALIST, GRAND COUNTY ECONOMIC DEVELOPMENT

FOR OFFICE USE ONLY:

Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the grant award of $100,00 for Moab Community Childcare.

BACKGROUND:

The Grand County Economic Development Advisory Board (EDAB) is tasked with determining how funds from the Rural County Grant (Parts A and B) are spent in Grand County, as codified in Utah's S.B. 95: Economic Development Amendments. In recent board meetings, EDAB has highlighted childcare as an economic development priority in Grand County. The Grand County Economic Development Department (EDD) and members of EDAB have conducted round tables and worked within the community to determine how to support existing childcare providers and incentivize the creation of others.

Local non-profit Moab Community Childcare (MCC) has presented a funding proposal to EDAB that will effectively address the childcare concerns stated above and has begun doing so already. EDAB workshopped this proposal over the course of numerous meetings and recently voted in favor of awarding MCC's request of $100,000 from funds provided by the Rural County Grant Part A Fiscal Year 2022 award.

Of note, MCC Board Chair Rob Walker also serves on EDAB. Rob has worked closely with EDAB and the EDD and diligently within the Grand County community. As a board member of MCC, he has assured both EDAB and the EDD that he stands to make no financial gains through the awarding of these funds.

ATTACHMENT(S):

1. Moab Community Childcare – Grant Proposal
2. RCG Part A FY22 Re Allocation
3. Grand County-MCC Grant Contract

MOAB COMMUNITY CHILDCARE - GRANT PROPOSAL - 7/8/22 UPDATE

Moab Community Childcare
360 W 400 N
Moab, UT 84532
moabchildcare.org

Rob Walker
Board Chair of Moab Community Childcare
(860) 965-8606
rswalker@gmail.com

BACKGROUND

OUR MISSION

We are a 501(c)(3) non-profit whose mission is to improve the availability of high-quality, affordable childcare in the Moab Valley. We work to accomplish our mission in two ways: (1) supporting existing childcare providers to ensure their continued operation in our community, improve their quality of service, and where appropriate, increase their capacity; and (2) supporting the creation of new childcare facilities. We are in the process of opening two centers which are expected to add around 35 spots of childcare to our community (a 25% increase in availability).

CHILDCARE IS ECONOMIC & WORKFORCE DEVELOPMENT

We believe lack of childcare is a major impediment to economic growth. Given the high cost of housing relative to incomes in the Moab Valley, both parents often need to work to make ends meet. If parents cannot find childcare, one has to stay home. We estimate there are perhaps several hundred parents in the Moab Valley that would be able to work if they had childcare.

300+ NEEDED SPOTS

There are 130 full-time spots for childcare in the Moab Valley. However, 100 kids are born here each year. Workforce services estimates there is demand for 465 spots for kids under age 6. The true disparity might be greater when you include the need for childcare for older kids (i.e. after school, summers).

$10+ MILLION IN POTENTIAL ECONOMIC GROWTH

When a parent cannot find childcare, their options for work are limited. If all demanded childcare spots were filled, perhaps another 200 individuals would be able to work full-time. This would translate into $8 million of economic growth assuming they earn $40,000/yr.

Separately, the State of Utah provides generous childcare subsidies which cover nearly the entire cost of childcare. For example, a family of four that earns under $73,000 per would qualify for roughly $750 per month in reimbursements for each child ($1,500 in total). If all demanded childcare spots were filled, and the parents were all receiving the state subsidies, that would translate into an additional $3 million that local residents would be receiving from the state of Utah. This would go predominantly to wages for childcare workers.

EXISTING PROVIDERS ARE STRESSED

There are only 10 providers of childcare in the Moab Valley. The vast majority of which work alone or with their spouses. We have met with eight and we've found each are stressed in various intuitive ways. The main stressors stem from the constant demands on their time. Most are open 50 hours a week or more. This doesn't include time spent cleaning up (imagine how messy 16 kids are), food shopping for the kids, and the various administrative tasks of running a business and complying with the additional state regulations for daycare providers. Providers do earn higher incomes than Grand County averages, but they work very hard for the money.

The obvious question is why not hire more staff? It is difficult in practice due to strict rules on ratios of kids to caregivers. For an in-home provider, this is a maximum of 8 kids to 1 caregiver. If a sole provider were to hire an additional staff member, in order to expand from 8 to 16 kids, they would be

out of compliance if that staff member was ever out sick, wanted a vacation, or quit abruptly.

Ideally, they could hire a few part-time caregivers to always have someone willing to work but there is less supply of people looking for part-time work compared to full-time work. Plus, there are easier jobs at comparable wages to compete with. As a result, seven of the eight providers we spoke with (excluding Head Start which is a federally administered program) do not have employees besides spouses. Six of these seven providers told us they would like to hire part and/or full-time help. Some wanted as much as two full-time staff members but had trouble offering a competitive wage.

THE PLAN: SECURE THE BASE, THEN EXPAND

Our initial plan was to apply for a grant to focus solely on incentivizing new providers. While that will still be a focus, we think we'd be short-sighted if we didn't first help stabilize our existing providers to help them thrive, as well as to ensure we don't lose any of them. We also believe that a well-supported base of existing providers will be a key resource in helping us convince potential new providers to open their own daycares.

PROPOSED USE OF GRANT FUNDS

After hosting two roundtable discussions and meeting 1x1 with 8 of the 10 existing providers, we are confident our plan will help the entire childcare ecosystem in the Moab Valley thrive.

We will focus on two areas:

(1) supporting existing childcare providers to ensure their continued operation in our community, improve their quality of service, and where appropriate, increase their capacity; and

(2) supporting the creation of new childcare facilities (both in centers and in homes).

What follows is our initial plan, and requested funding, to achieve these goals.

1. SUPPORT FOR EXISTING PROVIDERS - $67,424

THE PROBLEM:

As described in the background section of this document, existing providers are stressed. We need more providers and we can't afford to lose any due to burnout. There are structural reasons why they have a hard time hiring additional help to ease the burden of running a daycare.

OUR SOLUTION:

We will hire full-time, well compensated, qualified childcare workers and have them split their time between the existing providers who need extra help. We will provide a base level of service free of charge to encourage all providers to utilize it: one of our employees shows up once a week for a few hours to help with watching the kids, running an errand, or cleaning. This should reduce the risk of burnout for providers and also improve the quality of care children receive (by lowering caregiver to child ratios).

8 providers x 3 hr/week x 50 weeks x $25.82/hr direct employee cost incl. payroll taxes = $30,984
**Note that our estimates assume 8 of the 10 providers use our services.*

Most providers have expressed a desire to have even more hours of help per week and are willing to pay us for it. Again the issue for most isn't a lack of money, it's a lack of time. The job is very demanding and hiring is difficult and impractical due to structural reasons stemming from required caregiver to child ratios. Because we will have additional staff, we can better ensure that backup staff will be available should someone not be able to come to work. That will keep them from falling out of compliance with the State.

We think it makes sense to partially subsidize this additional help, again to encourage providers to take advantage of it. We think offering this additional support for $15/hr will strike a good balance between affordability for providers, but also help us maximize the impact we can make with the County's money. We will provide up to an additional 7 hours per week at $15/hr, which when combined with the free 3 hours a week, is 10 hours per week per provider for $10.50/hr.

We expect a few providers will want even more help than 10 hours a week. We will provide additional hours, staff permitting, at $25.80/hr, our direct employee cost plus payroll taxes. Note that this is still a partially subsidized figure as it doesn't include our overhead costs.

8 providers x 7 additional hours x 50 weeks/yr x ($25.80/hr direct employee cost - $15/hr provider co-pay) = $30,240

On top of providing additional staffing, we will work with providers to help them qualify for enhanced subsidy grants by obtaining the high-quality certification from the State of Utah (CCQS). These enhanced subsidies will be time consuming to obtain (requiring providers to change things in their routines) but represent an additional subsidy payment of $250 per month per child. This translates into $24,000 more per year for a sole provider caring for 8 kids, or $48,000 per year for those caring for 16 kids. In addition, we believe getting more providers certified as high-quality will result in better outcomes for kids and families. We are still finalizing what we will charge for this service but, given the large financial upside for providers, we don't expect to use any grant money to fund this activity.

Our help will be iterative in that we will continually refine how our employees use their time to best help providers thrive. Since our employees will literally be in providers homes multiple times a week providing free or subsidized assistance, we will be in a great position to understand their unique needs as well as help identify opportunities (such as whether they might benefit from a particular grant, how they might expand their operations, or tweaking part of their routine to utilize a best practice). Essentially we will have 10 customers to start with and as we help create new centers, the customer list of Helping Hands will grow one provider at a time.

<u>PROGRESS SO FAR:</u>
We began the Helping Hands program in early June. So far we have hired 3 staff members that have conducted 15 Helping Hands sessions at 4 different providers' locations. Feedback from both our employees and providers has been very positive. Besides watching the kids, our employees have helped with cleaning, organizing, and making improvement suggestions based on best practices they've observed at other facilities.

Here are a few comments from providers we've helped so far:

"Helping Hands has been wonderful assisting in so many areas. We appreciate the extra pair of hands at meal times and outdoor play which can get a little hectic. Looking forward to having the extra help during arts and crafts projects! I truly believe this program benefits and enriches the daycare community." -Jodi Goff - Happy Dayz Kidz Daycare

"I would like to say that I very much appreciate the Helping Hands program. They have come to my home daycare and helped me with my duties and helping with the children in my care. They are a great asset to the community and I hope they can stick around for me and other providers." -Heather Brooks, Red Rock Tots

"It feels great to have support and not feel alone. To be able to clean and disinfect parts of the daycare I normally would not have the time to has been awesome. The children have been able to participate in fun arts and crafts that would be too messy without the help. I have also appreciated

the schedule and organization help." -Amy Allen, Wiggle Worms Daycare

We would also like to provide some financial assistance to providers to help encourage them to make upgrades to their facilities. We propose to allocate $5,000 for 50/50 matching grants. Our board will vote on which proposed investments are most impactful.

We also would like to use a small amount of grant funds to create a peer support network. One surprise from our roundtable event was how much providers enjoyed talking with one another. Sharing best practices, frustrations and just having more adult interaction were all reasons cited as to why the roundtable was a success. We would like to continue to host such events, which will be part support group, part best practice type sessions around a relevant conversation topic.

6 events per year x 10 attendees x $20 per person in food/drink = $1,200

2. SUPPORT FOR NEW PROVIDERS - $20,000

THE PROBLEM:
As described in the background section of this document, there aren't enough childcare providers in the Moab Valley relative to the demand. There are many barriers to opening a center:

1) There is a lack of commercial real estate available for rent.
2) Buying a house here is out of reach for most people.
3) Landlords often won't allow their tenants to operate a home daycare facility.
4) It often requires an investment of $10,000 or more, which is hard to recoup if one moves.
5) Operating a home daycare facility can be very disruptive to a family's home life.
6) Childcare is a highly regulated industry so it is more difficult to start than other businesses.

OUR SOLUTION:

We will partner with organizations whose missions align with ours to utilize space in their facilities free of charge to create childcare centers. We will use grant money to create turnkey childcare facilities. We will enter into subsidized sublet agreements with would-be providers to run the facility as their own, under basic stipulations around quality of service.

We will assist new in-home providers: providing financial incentives where necessary and working one-on-one to help them through the licensing process. We will also pay existing providers to help mentor them. The majority of assistance will be in the form of business consulting services.

PROGRESS SO FAR:

We are in the final stages of opening two new childcare centers in the Moab Valley that together represent a 25% increase in overall supply. We expect both facilities to be licensed by end of July.

Childcare Center at Synergy: At one of our roundtable events we connected Heather Brooks with Synergy. Synergy employs ~80 people in the Moab Valley. Heather is currently a home provider operating out of a rental home providing care to 10 kids. The home she rents is small and Heather desired to move to a larger facility outside of her home. Synergy expressed a desire to offer childcare to their employees to help with retention and recruitment. Synergy had a manufactured home adjacent to their facilities on Resource Blvd. that they weren't fully utilizing. Moab Community Childcare provided free consulting services, meeting weekly with all parties to help manage the project and be an independent third-party to ensure a good outcome for all. The center is expected to open by the end of July and, when fully staffed, will have 24 spots.

“Moab Community Childcare is a remarkable asset to our community. The Synergy Company is exceedingly proud to soon be offering on-site daycare to our staff and others in our community. This simply would not have been feasible without the reliable, consistent, and insightful guidance Moab Community Childcare.” - Thatcher Vagts - CEO of Synergy

Childcare Center at the Lutheran Church: The Lutheran Church, 360 W 400 N, has a very small congregation and its building was only being used on Sundays. They offered to let us use the space rent-free during the week for a childcare center. The building was old and required a number of upgrades and maintenance in order to obtain our business and childcare license. We paid for an outdoor fence, installation of a dishwasher, replaced old lighting fixtures, among many other smaller tasks. We are in the final stages of approval and hope to be fully licensed by end of July. We hope to open our doors a month or two later. We expect this facility, when fully staffed, will add 24 spots.

OVERHEAD - $12,576 This covers other expenses we expect and/or reasonably expect to incur but not included above, such as mileage reimbursements ($0.585/mile, perhaps $5,000 for the year), insurance ($2,100/yr), payroll software ($700/yr), and $5,000 for contingencies.

Proposed Reallocation of Funds Provided Through the Rural County Grant Program - Part A, Fiscal Year 2022

Program	Original Budgeted Amount	Adjusted Amount	Reason for Proposed Reallocation
Workforce Housing Support	$42,000	$126,000	The EDD and its governing bodies have identified this as an economic development priority
Business Support Grants	$35,000	0	With the approval of our local business grants (funded by TRT), these funds can be reallocated
Day Care Grants	$35,000	$100,000	The EDD and its governing bodies have identified this as an economic development priority
Entrepreneurship Program	$30,000	0	With the approval of our local business grants (funded by TRT), these funds can be reallocated
Canyonlands Business Summit	$30,000	$10,000	With sponsorships and ticket sales offsetting summit costs, the EDD can reallocate $20,000 from this line item
Support for Women-Owned and Minority Businesses	$25,000	0	The EDD intends to use its DEI criteria to address this need in its local business grants
Diversity, Equity, and Inclusion Program	$15,000	0	The EDD intends to use its DEI criteria to address this need in its local business grants
Economic Development Outreach	$10,000	0	This is provided for in the EDD's Economic Diversification budget
Education Grants	$7,000	0	The EDD intends to combine this line item with its workforce development efforts, which is provided for in the Economic Diversification budget
Remote Working Outreach	$7,000	0	The EDD intends to combine this line item with its workforce development efforts, which is provided for in the Economic Diversification budget
AmeriCorps VISTA	$4,000	$4,000	n/a
TOTAL	**$240,000**	**$240,000**	

Approved by the Grand County Commission during its May 3, 2022 meeting

GRAND COUNTY GRANT CONTRACT

1. CONTRACTING PARTIES: This contract is between GRAND COUNTY, referred to as the County, and the following Grantee:

   Moab Community Childcare (MCC)
   1701 Murphy Lane
   Moab, UT 84532

   Federal Tax ID: 83-2277365
   Legal Status of Contractor: Non-Profit Corporation

   MCC Contact Person: Rob Walker
   Title: Chair, Moab Community Childcare Board
   Phone #: (860) 965-8606
   Email: rswalker@gmail.com

   COUNTY Contact Person: Ben Alter
   Title: Economic Development Specialist
   Phone #: (435) 259-1372
   Email: balter@grandcountyutah.net

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide terms and conditions for MCC's grant award to fund costs associated with MCC's support of existing childcare providers, future childcare providers, and related overhead expenses.

3. AUTHORITY: This contract is entered into pursuant to the County's authority to administer funds received through the State of Utah's Rural County Grant Part A Fiscal Year 2022 award, with approval of the Grand County Commission on May 3, 2022 authorizing that $100,000 of this award be spent in support of "Day Care Grants" within Grand County.

4. CONTRACT PERIOD: July 2022 - June 2023

5. CONTRACT AMOUNT: The County awards and the Grantee accepts a one-time grant award of one-hundred thousand dollars ($100,000.00) to be paid in one payment: $100,000 due and payable on or before July 31, 2022.

6. REPORTING: Grantee shall provide biannual and annual reporting during the Contract Period to the County's Economic Development Advisory Board to monitor Grantee's progress and performance. The reporting shall include expenditures, including compensation, revenue, and in-kind donations as well as the number of providers served, staff funded, and childcare spots created and filled.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:
   Attachment A – MCC Request for Funding (pages 5-9)

8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:
   All governmental laws, regulations, or actions applicable to the grant authorized by this contract.

9. CONTRACT EXECUTION:
   Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This contract is not fully executed until all parties have signed this contract.

   BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO ITS TERMS AND CONDITIONS.

MOAB COMMUNITY CHILDCARE

_____
Rob Walker Date:
Board Chair, Moab Community Childcare

ATTEST:

_____
Taylor Rutherford Date:
Director of Outreach, Moab Community Childcare

GRAND COUNTY UTAH

_____
Jacques Hadler Date:
Chair, Grand County Commission

ATTEST:

_____
Gabriel Woytek Date:
Grand County Clerk/Auditor

Attachment A: Standard Terms and Conditions for Grants by Government Entities

1. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of Grand County and the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Moab District Court.
2. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the County to Grantee under this Contract, pursuant to the American Rescue Plan Act. These records shall be retained by Grantee for at least three (3) years after final payment, or until all audits initiated within the 3 years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, auditors and/or County staff to access to all records necessary to account for the Contract Amount received by Grantee as a result of this Contract.
4. **INDEPENDENT CAPACITY:** Grantee, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the County.
5. **INDEMNITY:** Nothing in this Contract shall be construed as a waiver by the County of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act (Utah Code § 63G-7-101 *et seq*.). Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
6. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
7. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract.

8. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as required by law.
9. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the County express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA.
10. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part.
11. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
12. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
13. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT A

MOAB COMMUNITY CHILDCARE - GRANT PROPOSAL - 7/8/22 UPDATE

Moab Community Childcare
360 W 400 N
Moab, UT 84532
moabchildcare.org

Rob Walker
Board Chair of Moab Community Childcare
(860) 965-8606
rswalker@gmail.com

BACKGROUND

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$10+ MILLION IN POTENTIAL ECONOMIC GROWTH
When a parent cannot find childcare, their options for work are limited. If all demanded childcare spots were filled, perhaps another 200 individuals would be able to work full-time. This would translate into $8 million of economic growth assuming they earn $40,000/yr.

Separately, the State of Utah provides generous childcare subsidies which cover nearly the entire cost of childcare. For example, a family of four that earns under $73,000 per would qualify for roughly $750 per month in reimbursements for each child ($1,500 in total). If all demanded childcare spots were filled, and the parents were all receiving the state subsidies, that would translate into an additional $3 million that local residents would be receiving from the state of Utah. This would go predominantly to wages for childcare workers.

EXISTING PROVIDERS ARE STRESSED
There are only 10 providers of childcare in the Moab Valley. The vast majority of which work alone or with their spouses. We have met with eight and we've found each are stressed in various intuitive ways. The main stressors stem from the constant demands on their time. Most are open 50 hours a week or more. This doesn't include time spent cleaning up (imagine how messy 16 kids are), food shopping for the kids, and the various administrative tasks of running a business and complying with the additional state regulations for daycare providers. Providers do earn higher incomes than Grand County averages, but they work very hard for the money.

The obvious question is why not hire more staff? It is difficult in practice due to strict rules on ratios

of kids to caregivers. For an in-home provider, this is a maximum of 8 kids to 1 caregiver. If a sole provider were to hire an additional staff member, in order to expand from 8 to 16 kids, they would be out of compliance if that staff member was ever out sick, wanted a vacation, or quit abruptly.

Ideally, they could hire a few part-time caregivers to always have someone willing to work but there is less supply of people looking for part-time work compared to full-time work. Plus, there are easier jobs at comparable wages to compete with. As a result, seven of the eight providers we spoke with (excluding Head Start which is a federally administered program) do not have employees besides spouses. Six of these seven providers told us they would like to hire part and/or full-time help. Some wanted as much as two full-time staff members but had trouble offering a competitive wage.

THE PLAN: SECURE THE BASE, THEN EXPAND

Our initial plan was to apply for a grant to focus solely on incentivizing new providers. While that will still be a focus, we think we'd be short-sighted if we didn't first help stabilize our existing providers to help them thrive, as well as to ensure we don't lose any of them. We also believe that a well-supported base of existing providers will be a key resource in helping us convince potential new providers to open their own daycares.

PROPOSED USE OF GRANT FUNDS

After hosting two roundtable discussions and meeting 1x1 with 8 of the 10 existing providers, we are confident our plan will help the entire childcare ecosystem in the Moab Valley thrive.

We will focus on two areas:

(1) supporting existing childcare providers to ensure their continued operation in our community, improve their quality of service, and where appropriate, increase their capacity; and

(2) supporting the creation of new childcare facilities (both in centers and in homes).

What follows is our initial plan, and requested funding, to achieve these goals.

1. SUPPORT FOR EXISTING PROVIDERS - $67,424

THE PROBLEM:

As described in the background section of this document, existing providers are stressed. We need more providers and we can't afford to lose any due to burnout. There are structural reasons why they have a hard time hiring additional help to ease the burden of running a daycare.

OUR SOLUTION:

We will hire full-time, well compensated, qualified childcare workers and have them split their time between the existing providers who need extra help. We will provide a base level of service free of charge to encourage all providers to utilize it: one of our employees shows up once a week for a few hours to help with watching the kids, running an errand, or cleaning. This should reduce the risk of burnout for providers and also improve the quality of care children receive (by lowering caregiver to child ratios).

8 providers x 3 hr/week x 50 weeks x $25.82/hr direct employee cost incl. payroll taxes = $30,984
**Note that our estimates assume 8 of the 10 providers use our services.*

Most providers have expressed a desire to have even more hours of help per week and are willing to pay us for it. Again the issue for most isn't a lack of money, it's a lack of time. The job is very demanding and hiring is difficult and impractical due to structural reasons stemming from required caregiver to child ratios. Because we will have additional staff, we can better ensure that backup

staff will be available should someone not be able to come to work. That will keep them from falling out of compliance with the State.

We think it makes sense to partially subsidize this additional help, again to encourage providers to take advantage of it. We think offering this additional support for $15/hr will strike a good balance between affordability for providers, but also help us maximize the impact we can make with the County's money. We will provide up to an additional 7 hours per week at $15/hr, which when combined with the free 3 hours a week, is 10 hours per week per provider for $10.50/hr.

We expect a few providers will want even more help than 10 hours a week. We will provide additional hours, staff permitting, at $25.80/hr, our direct employee cost plus payroll taxes. Note that this is still a partially subsidized figure as it doesn't include our overhead costs.

8 providers x 7 additional hours x 50 weeks/yr x ($25.80/hr direct employee cost - $15/hr provider co-pay) = $30,240

On top of providing additional staffing, we will work with providers to help them qualify for enhanced subsidy grants by obtaining the high-quality certification from the State of Utah (CCQS). These enhanced subsidies will be time consuming to obtain (requiring providers to change things in their routines) but represent an additional subsidy payment of $250 per month per child. This translates into $24,000 more per year for a sole provider caring for 8 kids, or $48,000 per year for those caring for 16 kids. In addition, we believe getting more providers certified as high-quality will result in better outcomes for kids and families. We are still finalizing what we will charge for this service but, given the large financial upside for providers, we don't expect to use any grant money to fund this activity.

Our help will be iterative in that we will continually refine how our employees use their time to best help providers thrive. Since our employees will literally be in providers homes multiple times a week providing free or subsidized assistance, we will be in a great position to understand their unique needs as well as help identify opportunities (such as whether they might benefit from a particular grant, how they might expand their operations, or tweaking part of their routine to utilize a best practice). Essentially we will have 10 customers to start with and as we help create new centers, the customer list of Helping Hands will grow one provider at a time.

<u>PROGRESS SO FAR:</u>
We began the Helping Hands program in early June. So far we have hired 3 staff members that have conducted 15 Helping Hands sessions at 4 different providers' locations. Feedback from both our employees and providers has been very positive. Besides watching the kids, our employees have helped with cleaning, organizing, and making improvement suggestions based on best practices they've observed at other facilities.

Here are a few comments from providers we've helped so far:

"Helping Hands has been wonderful assisting in so many areas. We appreciate the extra pair of hands at meal times and outdoor play which can get a little hectic. Looking forward to having the extra help during arts and crafts projects! I truly believe this program benefits and enriches the daycare community." -Jodi Goff - Happy Dayz Kidz Daycare

"I would like to say that I very much appreciate the Helping Hands program. They have come to my home daycare and helped me with my duties and helping with the children in my care. They are a great asset to the community and I hope they can stick around for me and other providers." -Heather Brooks, Red Rock Tots

"It feels great to have support and not feel alone. To be able to clean and disinfect parts of the

daycare I normally would not have the time to has been awesome. The children have been able to participate in fun arts and crafts that would be too messy without the help. I have also appreciated the schedule and organization help." -Amy Allen, Wiggle Worms Daycare

We would also like to provide some financial assistance to providers to help encourage them to make upgrades to their facilities. We propose to allocate $5,000 for 50/50 matching grants. Our board will vote on which proposed investments are most impactful.

We also would like to use a small amount of grant funds to create a peer support network. One surprise from our roundtable event was how much providers enjoyed talking with one another. Sharing best practices, frustrations and just having more adult interaction were all reasons cited as to why the roundtable was a success. We would like to continue to host such events, which will be part support group, part best practice type sessions around a relevant conversation topic.

6 events per year x 10 attendees x $20 per person in food/drink = $1,200

2. SUPPORT FOR NEW PROVIDERS - $20,000

THE PROBLEM:
As described in the background section of this document, there aren't enough childcare providers in the Moab Valley relative to the demand. There are many barriers to opening a center:

1) There is a lack of commercial real estate available for rent.
2) Buying a house here is out of reach for most people.
3) Landlords often won't allow their tenants to operate a home daycare facility.
4) It often requires an investment of $10,000 or more, which is hard to recoup if one moves.
5) Operating a home daycare facility can be very disruptive to a family's home life.
6) Childcare is a highly regulated industry so it is more difficult to start than other businesses.

OUR SOLUTION:

We will partner with organizations whose missions align with ours to utilize space in their facilities free of charge to create childcare centers. We will use grant money to create turnkey childcare facilities. We will enter into subsidized sublet agreements with would-be providers to run the facility as their own, under basic stipulations around quality of service.

We will assist new in-home providers: providing financial incentives where necessary and working one-on-one to help them through the licensing process. We will also pay existing providers to help mentor them. The majority of assistance will be in the form of business consulting services.

PROGRESS SO FAR:

We are in the final stages of opening two new childcare centers in the Moab Valley that together represent a 25% increase in overall supply. We expect both facilities to be licensed by end of July.

Childcare Center at Synergy: At one of our roundtable events we connected Heather Brooks with Synergy. Synergy employs ~80 people in the Moab Valley. Heather is currently a home provider operating out of a rental home providing care to 10 kids. The home she rents is small and Heather desired to move to a larger facility outside of her home. Synergy expressed a desire to offer childcare to their employees to help with retention and recruitment. Synergy had a manufactured home adjacent to their facilities on Resource Blvd. that they weren't fully utilizing. Moab Community Childcare provided free consulting services, meeting weekly with all parties to help manage the

project and be an independent third-party to ensure a good outcome for all. The center is expected to open by the end of July and, when fully staffed, will have 24 spots.

“Moab Community Childcare is a remarkable asset to our community. The Synergy Company is exceedingly proud to soon be offering on-site daycare to our staff and others in our community. This simply would not have been feasible without the reliable, consistent, and insightful guidance Moab Community Childcare.” - Thatcher Vagts - CEO of Synergy

Childcare Center at the Lutheran Church: The Lutheran Church, 360 W 400 N, has a very small congregation and its building was only being used on Sundays. They offered to let us use the space rent-free during the week for a childcare center. The building was old and required a number of upgrades and maintenance in order to obtain our business and childcare license. We paid for an outdoor fence, installation of a dishwasher, replaced old lighting fixtures, among many other smaller tasks. We are in the final stages of approval and hope to be fully licensed by end of July. We hope to open our doors a month or two later. We expect this facility, when fully staffed, will add 24 spots.

OVERHEAD - $12,576 This covers other expenses we expect and/or reasonably expect to incur but not included above, such as mileage reimbursements ($0.585/mile, perhaps $5,000 for the year), insurance ($2,100/yr), payroll software ($700/yr), and $5,000 for contingencies.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

TITLE:	Appointment of three individuals to the Economic Development Advisory Board
FISCAL IMPACT:	None
PRESENTER(S):	August Granath, Grand County Economic Development Director Ben Alter, Grand County Economic Development Specialist

Prepared By:

Ben Alter

Specialist, Grand County Economic Development

FOR OFFICE USE ONLY:

Attorney Review:

N/A

SUGGESTED MOTION:

I move to appoint Karen Guzman-Newton, Huseyin Deniz, and Forrest Rodgers to the Economic Development Advisory Board.

BACKGROUND:

Following the recent revision of the Economic Development Advisory Board's (EDAB) bylaws, one (1) "member of the public who lives in the county" position and two (2) "private-sector representative" positions were vacant. Applications to these vacancies were reviewed and seven (7) candidates were interviewed.

On July 13th, EDAB voted to appoint the following applicants to the board:

- Forrest Rodgers, as a "member of the public who lives in the county"
- Huseyin Deniz, as a "private-sector representative"
- Karen Guzman-Newton, as a "private sector representative"

ATTACHMENT(S):

1. EDAB Application_Forrest Rodgers
2. EDAB Application_Huseyin Deniz
3. EDAB Application_Karen Guzman-Newton

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification From

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

Board, Commission, Committee or Special Service District	Economic Development Advisory Board
Other:	*Field not completed.*
Name:	Forrest Rodgers
Mailing Address:	
City:	Moab
State:	UT
Zip Code:	84532
Day Phone:	
Email Address:	director@moabmuseum.org
In what year did you establish your current residency in Grand County?	2021
If not Grand County, which county do you reside in?	*Field not completed.*
Occupation or professional training:	University, Economic Development, and Museum Executive
List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:	Professional Experience at the Intersection of Economic Development & Higher Education Directed a small manufacturing enterprise [SME] recruiting and technical assistance program for the Portland Business Alliance (formerly Portland Chamber of Commerce).

Staffed the Oregon Futures Commission (now Oregon Progress Board) to develop possible scenarios for economic & community growth and its potential cultural, social and environmental impact.

Led Targeted Community Development project for Oregon Business Council (OBC) to select a rural community for focused investment of technical expertise by OBC members.

Managed an American Business Culture training program for International Development Center of Japan (IDCJ) for eight years, and a small business trade mission for Xiamen University International Trade Institute. Served as evaluator of US AID small business development & economics education project in Romania.

Led Oregon State University (OSU) initiative to increase 4-year degree offerings and economic investment in Central Oregon, resulting in OSU's selection to create Oregon's first branch campus (OSU Cascades).

Served as volunteer consultant to Economic Development in Central Oregon (EDCO) to increase technical training and employee development services in three county area.

Introduced Arizona's Civic Tourism model of incorporating community impact in tourism marketing planning, during tenure as Director of the High Desert Museum.

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

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

• Must be a Grand County resident (unless otherwise noted);

• Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;

• Board Members shall have the appropriate expertise when required by law;

• Submit applications to the Council's Office in accordance with the requirements contained in the notice;

• Agree to abide by the County's Conflict of Interest Ordinance.

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

• No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;

• No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;

• A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;

• Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Forrest
Middle Initial	B
Last Name	Rodgers
Date:	7/6/2022

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification From

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

Board, Commission, Committee or Special Service District	Economic Development Advisory Board
Other:	*Field not completed.*
Name:	Huseyin Deniz
Mailing Address:	
City:	Moab
State:	UT
Zip Code:	84532
Day Phone:	
Email Address:	
In what year did you establish your current residency in Grand County?	2018
If not Grand County, which county do you reside in?	*Field not completed.*
Occupation or professional training:	Business Owner
List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:	Business Owner since 2018
List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:	University Degree from Economic and 12 years experience in National and Global Companies.

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Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Huseyin

Middle Initial	N/A
Last Name	Deniz
Date:	7/6/2022

Board, Commission, Committee & Special Service District Application & Certification Form

Board, Commission, Committee & Special Service District Application & Certification From

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Board, Commission, Committee or Special Service District	Economic Development Advisory Board
Other:	*Field not completed.*
Name:	Karen Guzman-Newton
Mailing Address:	
City:	Moab
State:	Utah
Zip Code:	84632
Day Phone:	
Email Address:	
In what year did you establish your current residency in Grand County?	1997
If not Grand County, which county do you reside in?	*Field not completed.*
Occupation or professional training:	Self employed
List your work experience that is relevant to your	Owner of various small businesses while living in Moab. Currently co-owner of Poison Spider Bicycles. Served 4 years on city

application for a position on the Board or Commission for which you are applying:	council. 4 years on Chamber Board, 4 years on Airport Board, worked closely with schools. Financial and real estate investor.
List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:	Invested 25 years in creating an active, healthy community for myself, family and friends in Moab. Have volunteered with kids sports programs; soccer, swimming and cycling over the last 22 years. As an avid traveler I am always studying community development and engagement with other towns and cities. Personal interest in community sustainability and multi modal transportation. Currently taking online courses in urban infrastructure.

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

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Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Karen
Middle Initial	E
Last Name	Guzman-Newton
Date:	7/6/2022

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

MONTH, DAY, YEAR

Agenda Item:

TITLE:	Approval of Moab Craggin Classic Local Consent
FISCAL IMPACT:	
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 Local Consent for the 2022 Moab Craggin Classic event at The Old Spanish Trail Arena.
.

BACKGROUND:

Moab Craggin Classic is climbing festival that has been held at The Old Spanish Trail Arena in years prior to COVID, 2022 will be their first year back at OSTA since the start of COVID. This is a three-day festival of climbing expos, workshops, live performances, and camping at OSTA.

ATTACHMENT(S):

- Local Consent

SINGLE EVENT PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

Spanish Trail Arena, [ ] City [ ] Town [✓] County
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: **American Alpine Club**

Event Name: **Moab Craggin' Classic**

Event location address: **Spanish Trail Arena, 3641 S Hwy 191, Moab, UT 84532**
street city state zip

On the **4-6** day(s) of **November**, **2022**
dates month year

during the hours of **8:00 AM - 10:00 PM**, pursuant to the provision of Utah Code 32B-9.
defined hours from – to

We recommend this entity as conducting a civic or community enterprise* [✓] **Yes** [ ] **No**
[ ] **Not providing a recommendation**

***As Part of local consent required by 32B-9-201(1)(c), the locality *may* provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable.
AS OF SEPTEMBER 1, 2015, LOCAL CONSENT MUST BE SUBMITTED TO THE DABC BY THE APPLICANT.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JUNE 19, 2022

Agenda Item:

TITLE:	Approval of proposed purchase of CivicClerk from CivicPlus.
FISCAL IMPACT:	$7,340.00
PRESENTER(S):	Quinn Hall, Associate Commission Administrator

Prepared By:

Alishia Oliver
Commission Coordinator
aoliver@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDED MOTION:

I move to approve the proposed purchase of CivicClerk from CivicPlus.

BACKGROUND

CivicClerk is an add-on to the current website which allows for a more efficient Agenda and Minutes management process. CivicClerk simplifies the meeting process and creates a trackable workflow for all departments and the Commission Administrators Office.

CivicPlus is the sole provider of CivicClerk. CivicPlus is the current provider of Grand County's website which also ensures that this addition integrates seamlessly with our current website.

Set-up/1st-year cost for CivicClerk is $7,340.00. This includes the portal, initial set-up, and training hours for staff. The annual cost after this is $3,675.00 per year.

ATTACHMENT(S):

1. CivicClerk Quote
2. CivicClerk Sole Source Letter
3. CivicClerk Features Proposal

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-26888-1
Date: 6/30/2022 3:39 PM
Expires On: 9/28/2022
Product: CivicClerk

Client:
Grand County UT - CivicClerk

Bill To:
Grand County UT - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gabby Bond	x	gabriel.bond@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time

Total Investment - Year 1	USD 7,340.00
Annual Recurring Services - Year 2	USD 3,675.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement (“MSA”), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.

5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.

7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

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

I am writing you to confirm that CivicClerk, formerly BoardSync, is wholly and solely owned by CivicPlus, LLC. of Manhattan, Kansas. The product was originally developed and designed solely by BoardSync, which was wholly acquired by CivicPlus in October, 2017. Ever since, CivicPlus has been the exclusive seller of CivicClerk, a proprietary product that provides a unique and innovative, cloud-based software solution to handle virtually all aspects of a municipal/county agenda management.

CivicClerk simplifies the entire meeting process from start to finish by providing staff a central location for all board and committee meetings with the same simple, consistent process. Customers choose CivicClerk for our features, ease of use, and modern design. Features include but are not limited to:

- Unlimited Meetings Unlimited Users Unlimited Storage Custom Agenda Design
- Electronic Approvals Engine Electronic File Management Confidential Attachments
- Roll Call, Motion, and Vote Tracking Minutes Comments and Discussions Speaker Management
- Task Management Pre and Post Meeting Comments Engine with Notifications
- Drag and Drop Re-ordering Approvals Progress Bars Automated Track Changes
- Dash Analytics
- Pre-Defined Item Content Automatic Default Items Copy and Move Items
- Intelligent Keyword Search and Filters Custom Security Profiles
- Automatic Email Notifications Dropbox Integration for Delivery Board Member Portal
- Live Streaming and Video-On-Demand Videos with Linked Agendas and Minutes

No other companies or individuals in the world have the right to sell the CivicClerk product. Please let me know if you have any questions or would like any further documentation.

Regards,

Amy Vikander • CivicPlus
Senior Vice President of Customer Success
Main 888-228-2233
Fax 785-587-8951
www.CivicPlus.com

CIVICCLERK®

Agenda Management System Premium Implementation

civicplus.com | 302 South 4th Street, Suite 500 | Manhattan, KS 66502 | 888.228.2233

CIVICPLUS®

PS-04062022

CIVICCLERK AGENDA MANAGEMENT SYSTEM

Company Overview

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the residents they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, talent management, 311 and citizen relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

CivicClerk, a CivicPlus company, delivers years of experience in agenda and meeting management software as a service technology that has been designed specifically to meet the needs of municipalities and their staff and officials.

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951

12,000 +

local government customers across the United States and Canada

20 +

years of experience with a focus to help local governments

900 +

employees, many with experience in local government

Recognition

11-time Inc. 5000 Honoree

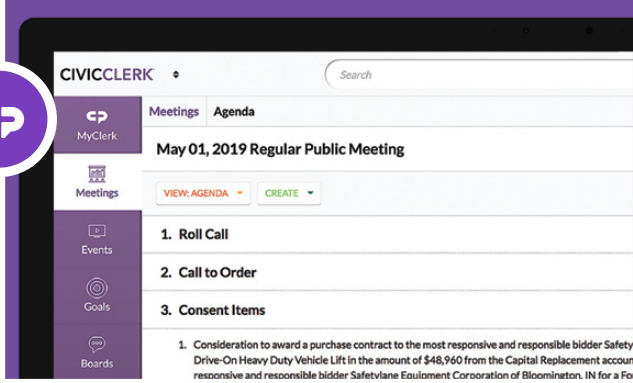
govtech.com/100

Technical Support

Recognized with multiple, global Stevie® Awards for sales and customer service excellence

CIVICCLERK AGENDA MANAGEMENT SYSTEM

Why CivicClerk?



Clerks & Agenda Administrators

As the primary point of contact and documentation facilitator, clerks benefit from time-saving process automation without having to sacrifice control.

- Custom configurations based on business processes
- Total visibility into the agenda, meeting, and video content from one system
- Assign tasks to stakeholders
- Access to ongoing product education and industry-specific webinars, blog posts, and newsletters

Elected & Appointed Officials

Elected leaders benefit from a reliable and accessible interactive tool to prepare for and participate in public meetings.

- Secure, individual access to meeting materials with full-text search
- Pre- and during meeting annotation and note-taking functionality
- Device agnostic
- Electronic voting (additional fees apply)

Agenda Contributors

Item Submitters benefit from an easy-to-use interface that makes it faster to collaborate on agendas.

- Pre-formatted staff reports
- Versioning control
- A dashboard display for a quick review of outstanding task assignments
- In-application support

Managers & Administrators

As approvers, department managers and community administrators benefit from accessible collaboration tools and visibility into staff work.

- A user-friendly, intuitive system for all staff members
- Automated workflows
- Versioning control
- Customizable reporting

Information Technology Leaders

Internal IT stakeholders benefit from peace-of-mind and the near-elimination of system questions and complaints.

- Secure, cloud-based hosting
- Unlimited users and storage
- Automatic upgrades
- Built-in integrations with Dropbox, Microsoft's One Drive and Google Drive, and API availability
- 24/7/365 U.S.-based support

Residents

Members of your community benefit from transparency and accessibility to public meeting content.

- PDF downloads of agendas, packets, minutes, notices, and other documents
- Dedicated citizen portal with email subscriptions and full-text search
- Side-by-side agenda and video display using CivicPlus Media (additional fees apply)
- Accessibility portal designed to WCAG 2.0 A and AA standards

AGENDA & MEETING MANAGEMENT

CivicClerk is a comprehensive, collaboration tool to help aggregate information, reports, approvals, and notes in a single, transparent, cloud-based repository. CivicClerk brings teams together, fosters dialogue, and expedites reviews and approvals, offering the critical functionality needed by every stakeholder at their crucial point in the review and approval process.

Meeting Preparation and Item Submission

- Create agenda items and draft staff reports
- Upload attachments
- Submit for approval

Review and Approval from Collaborators

- Receive, review, and revise agenda items
- Assign tasks with due dates
- Visually track item status

Agenda Generation and Publication

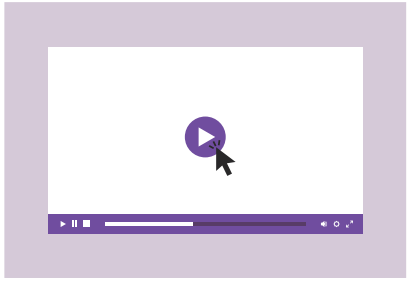
- Publish to web and send to board members and subscribed residents
- Easy last-minute additions and agenda revisions

Meeting Participant Preparation

- Board members and residents view agenda and meeting packet on any device
- Board members create annotations
- Available accessibility portal designed to meet WCAG 2.0 A and AA requirements

Meeting Day

- Add and call speakers and run speaker timer
- Capture motions, votes, comments, and discussion from the meeting
- Create video bookmarks using CivicPlus Media (if applicable)



Post-Meeting

- Make any necessary revisions to meeting actions and discussion recorded during the meeting
- Generate and distribute or publish draft and final meeting minutes
- Use preformatted text snippets to populate your minutes document

CIVICCLERK AGENDA MANAGEMENT SYSTEM

Features & Functionality

CivicClerk is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed CivicClerk to offer configuration flexibility so that the system can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. CivicClerk's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Built-in integrations with Dropbox, Microsoft's One Drive and Google Drive and API availability
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire system is cloud-based, eliminating the need for internal application management. CivicClerk is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime.

Agenda Management

Flexible, Customized Templates

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

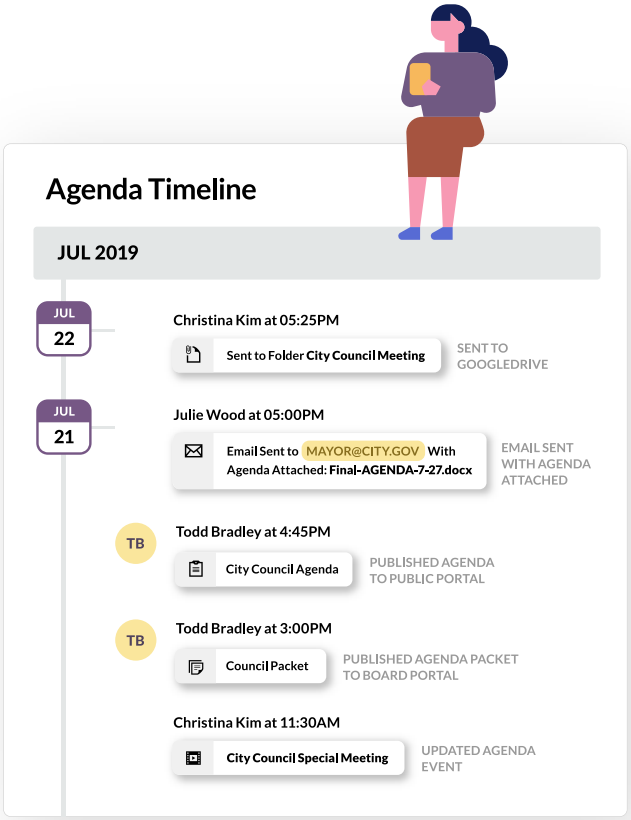
Efficiently Manage Agenda Packets of Any Size

CivicClerk compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

Convenient, Anytime Agenda Modifications

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically renumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

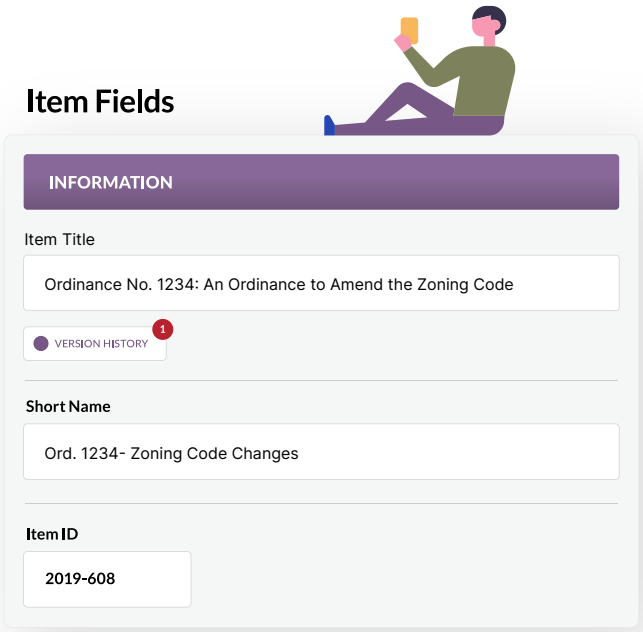


Create Agenda Items in Seconds

CivicClerk's easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for CivicClerk to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

Automate Your Approvals Process

The workflow engine in CivicClerk streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.



Custom Tags to Group Like Agenda Items

CivicClerk allows administrators to set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

Agenda Management Features

- Custom-developed agenda and staff report templates
- Bulk and single item actions to easily copy, move, and initiate agenda items
- Pre-formatted text snippets to save time and provide consistency
- Flexible workflow and approvals engine with visual progress indicators
- Automated PDF file conversion
- In-app messaging
- Task assignment
- Full-text search functionality
- Tags to link together like agenda items for greater visibility and enhanced searching capability

Meeting Management

Automated Minutes Setup

CivicClerk's fully integrated Minutes module will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Live Meeting Manager module with a single click.

Keep Up with the Meeting Action

Meetings move fast. CivicClerk's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls.

Speaker Manager

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

Easy, Intuitive Minutes-Taking

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

Minutes Module Features

- No prep work required – agenda content automatically pulls over into the Minutes module
- Single screen access to all meeting controls
- Record comments and discussion, roll call, motions and votes, speakers
- Bulk copy available to quickly apply motions and the associated votes to multiple agenda items
- Choice of pre-configured or custom-developed minutes templates
- Pre-formatted text snippets to save time formatting and entering data
- Integrated board portal with electronic voting (if applicable)
- In-chamber display pages show a welcome screen, current item name, current speaker with countdown timer, motion made on the item, vote count recorded for the item (if applicable)
- Integrated video bookmarking with CivicPlus Media live streaming and on-demand video service (if applicable)
- Multiple concurrent video streams with CivicPlus Media (if applicable)
- Integrated live and on-demand closed captioning services with optional CivicPlus Media (if applicable)

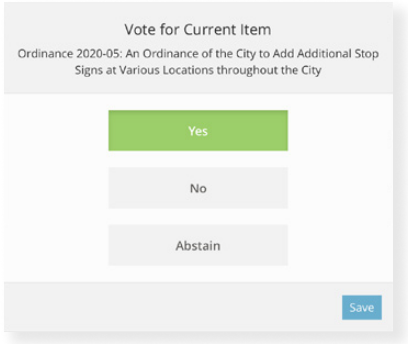
Board Portal

Flexible Access

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. CivicClerk is optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required.

A Personal Meeting Repository

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.



Interactive Meeting Tool

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

Find What You Need- Faster

CivicClerk automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.

Elected/Appointed Officials Board Portal Features

- Secure, individual access to meeting materials
- Annotation and note-taking ability that you can use in pre-meeting preparation as well as in-meeting note-taking
- Optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required
- Live speaker name and countdown timer visible for each item
- Visual cues and one-touch access to the current discussion item
- Electronic voting from any device (if applicable)
- Chair View to allow the meeting chair to call speakers and advance agenda items
- Full-text search functionality provides visibility into past meeting content including notes made within the individual's private notes field
- Minutes summary view enables officials to see motions, votes, and any comment or discussion recorded in the meeting minutes for individual items

Citizen Portal

Content Accessibility

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

CivicClerk has a dedicated accessibility portal that gives members of the public complete access to your meeting content. Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video lif applicable).

Content Transparency

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.

Citizen Portal Features

- Citizen portal iframe to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with CivicPlus Media (if applicable)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Accessibility portal designed to WCAG 2.0 A and AA standards

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized citizen interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CivicPlus Portal

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

Citizen Benefits

- Anytime, anywhere access to digital citizen services
- A personalized dashboard that provides link cards to the services they use most frequently

Administrator Benefits

- A low-maintenance tool that increases accessibility, access, transparency, and trust with residents
- Reduced phone calls, walk-ins, and emails from residents searching for information
- Opportunities to increase revenue and foster civic participation

Integration Hub

Your time is too valuable to be spent downloading finalized meeting documents and data to share across varied communication channels. With the new CivicPlus Integration Hub, you can create custom integrations to connect CivicClerk with other products on the CivicPlus Platform to automate the delivery of that information just about anywhere.

With the easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).

The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicClerk today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicEngage® Central website after they are published in CivicClerk.
- Set-up a workflow to post in the CivicEngage Central News Flash once you've published your CivicClerk meeting documents.

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.

CIVICCLERK AGENDA MANAGEMENT SYSTEM

Project Timeline

Ten to Fourteen Weeks

While every CivicClerk implementation is unique, the following timeline can provide you information about the different implementation stages and what you can expect at each stage.

PROJECT START

1

PHASE 1
Project Kickoff

- Project Kickoff call to review the timeline and deliverables and provide access to project tracking software
- Your staff complete a questionnaire to capture information needed for CivicClerk configuration

PHASE 2
Consulting

- Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options

2

3

PHASE 3
Configuration

- Premium system configuration is completed and handed off for review, testing, and feedback
- Configuration adjustments made per submitted feedback

PHASE 4
Finalization

- Access is enabled for all users in preparation for training
- Custom IDP Integration setup (if applicable)
- Complete file import (if applicable)
- Complete CivicPlus Media configuration and testing (if applicable)
- Provide access to Boards and Committees Module (if applicable)

4

5

PHASE 5
Training

- Live, virtual training sessions are conducted within configured site

GO LIVE

Premium Implementation Plan

Implementation & Support Experience Designed for You

CivicClerk has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Premium Implementation Package is the perfect fit for automating manual or inefficient agenda and meeting processes. It is designed for organizations with less than 50 internal users and a desire for a guided implementation experience. A dedicated and knowledgeable implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, configuring the system to automate your process, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning CivicClerk Technical Support team.

Consulting

Up to 2 Hours of Virtual Consultation

During this consulting session, your CivicClerk implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your CivicClerk workflows match your current agenda and meeting processes.

Configuration

Our team will configure your system with Premium customization options to map existing processes to CivicClerk. Additional custom configurations can be made by Administrative users at any time using Help Center resources.

Design

We will design up to 5 custom templates to ensure consistency in system-generated meeting documents: Agendas, Item/Staff Report, Minutes, Agenda Script.

Training

Up to 4 hours of Virtual Training

Your CivicClerk implementation consultant will guide user groups through live, virtual training sessions using your custom configured CivicClerk site. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.

Ongoing Services

Award-Winning Support

Over the past three years, CivicPlus Technical Support has been recognized by the globally respected Stevie® Awards for Sales and Customer Service. CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Around-the-Clock Service & Support

Technical & Ongoing Support

- Live support personnel based in the U.S.
- Weekday business hours: 8 a.m. – 6 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency support for named points of contact
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned Customer Success Manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS patches

Hosting & Security

- Fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model
- All processing and data storage in done within this environment using a mix of Azure Virtual Machines and Storage Accounts
- 24/7/365 system monitoring with guaranteed 99.9% uptime (excluding maintenance)
- Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions
- All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions - data is always accessible
- Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines

Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Enhancement Options

CivicPlus Media: Live Streaming & On-Demand Video

Increase citizen engagement and participation by sharing high-definition live video feeds of your meetings directly from CivicClerk and CivicPlus Media. Stream up to 3 concurrent live proceedings and seamlessly integrate all video content directly into your meeting agendas. Videos feature clear bookmarking and navigation so viewers can quickly find discussions of interest. Viewers can watch videos from any device with no software or application downloads necessary. Integrated closed captioning services are available at an additional cost.

Boards & Committees Module

The CivicClerk Boards and Committees module tracks vacancies, applications, and appointments. Interactive dashboards give you quick access to actionable information. Easily manage rosters and generate communications using customized templates. Store system-generated communications and other necessary documentation at the board or individual member level. Track training and other internal requirements. Display board information through the Citizen Portal, including member rosters if desired, post vacancies, and accept online applications.

Live Meeting Manager

CivicClerk's fully integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. One-click control allows you to update your in-chamber display screens, set your video bookmarks, and queue items in the Board Portal for your elected and appointed officials.

- **Automatic Video Bookmarking** – Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest.
- **Display Pages** – Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.
- **Flexible Voting** – Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.

Historical File Import

As part of your implementation project, CivicClerk will import up to 7,500 PDF, MP4, or MP3 documents to your new system. The process includes indexing your imported agendas for keyword searching and retrieval. You and your residents will still have access to this historical information with increased functionality. Historic meeting documents imported into CivicClerk by your Implementation Consultant will be optimized for character recognition to improve complete text search, and accessibility for screen reading assistive devices.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

TITLE:	Approving Independent Contractor Agreement with William M. Guerrero, aka Guerrero Construction
FISCAL IMPACT:	$18,975 (already included in GCAO 2022 Budget)
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Christina Sloan

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

I move to approve the Independent Contractor Agreement with William M. Guerrero, aka Guerrero Construction.

BACKGROUND:

GCAO and GCSO, like many departments, are busting at the seams. Limited office space is negatively effecting efficiency and growth of these departments. For this reason, the Grand County Commission budgeted $20,000 in the 2022 GCAO Budget for new office space.

This contract allows GCAO and GCSO to build out an office into the open space located between GCAO and GCSO. GCSO investigators will move into the new office, which will open to GCSO, and the deputy county attorney will move into the existing investigations office, which will open to GCAO.

GCAO obtained 3 bids. Guerrero Construction was the lowest bid on the fastest timeline.

ATTACHMENT(S):

- Independent Contractor Agreement
- Bids (Available Upon Request)

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is effective this 19th day of July 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 **William M. Guerrero, dba Guerrero Construction**, at PO Box 1311, 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 (the "Services"):

   Construction of new office within the Grand County Law Enforcement Annex Building, pursuant to the attached Proposal dated May 26, 2022, attached hereto and integrated herein as ***Exhibit A***.

   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"):

   As soon as practicable and no later than November 1, 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 25 S. 100 E., Moab, Utah, aka Parcel No. 01-0B13-0009 (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 continue until the Services are complete, which shall be defined as the completion of final punch list items and receipt of a certificate of occupancy.

5. PAYMENT.

   a. Compensation. The County shall pay Contractor for the Services on a time and materials basis not to exceed the amounts shown on the Proposal attached as ***Exhibit A***; provided, however, that the County understands it owes permit fees, if any, in addition to the amounts shown on the Proposal. Contractor shall invoice the County upon completion of the Services, and the County shall pay all invoices within thirty (30) days of invoice date.

   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

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. ADDITIONAL TERMS. The General Provisions attached to the Proposal are integrated herein; provided, however, in the event of conflict with this Agreement, the terms and conditions of this Agreement shall control.

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.

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; 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 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 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.

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, 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 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 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.

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, this Agreement is effective on the date first indicated above.

Contractor's Signature	Owner/Contractor William M. Guerrero, dba Guerrero Construction	7-11-22 Date
County Signature	Chair, Grand County Commission	Date

ATTEST:

Grand County Clerk/Auditor	Date

Contact Information

Contractor's Contact Information

Name: William M. Guerrero
Title: Owner/Contractor
Address: PO Box 1311, Moab, Utah
Phone: 435.260.2818
Email: guerreroconstructionmoab@gmail.com

County's Assigned Project Manager

Name: Christina Sloan/Cristin Hofhine
Title: County Attorney/Civil Paralegal
Address: 25 S 100 E, Moab, Utah
Phone: 435.259.1324
Email: csloan@grandcountyutah.net
chofhine@grandcountyutah.net

Exhibit A
Scope of Work

Proposal dated May 26, 2022

Proposal

Guerrero Const.
P.O. Box 1311
Moab Ut 84532

PROPOSAL SUBMITTED TO: Grand County	JOB NAME	JOB #
ADDRESS	JOB LOCATION	
	DATE 5-26-22	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

Permit - ?
Move existing Door Repair opening - 1000.00
Frame & Insulated 2x6 Dividing wall - 1900.00
elec. - 9000.00
New Door, Knobs and trim work - 1450.00
Sheetrock - 1400.00
Painting - 1000.00
Grid Ceiling - 1500.00

17,250.00
10% 1725.00
18975.00

estimate only

We propose hereby to furnish material and labor -- complete in accordance with the above specifications for the sum of: 18,975.00

$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted William M Guerrero

Note — this proposal may be withdrawn by us if not accepted within ____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

General Provisions

1. All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.

2. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

5. All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Owner and Contractor.

6. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.

7. Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.

8. Contractor agrees to remove all debris and leave the premises in broom-clean condition.

9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within thirty (30) days from the due date of payment shall be deemed a material breach of this contract.

10. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

12. Contractor warrants all work for a period of 365 days following completion.

Note: This form is not a substitute for the advice of an attorney. Legal advice of any nature should be sought from competent, independent, legal counsel in the relevant jurisdiction. Absolutely no warranties are made regarding the suitability of this form for any particular purpose.

EXHIBIT B
Certificates of Insurance

CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for **William M. Guerrero, dba Guerrero Construction** ("**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 known as 25 S 100 E, Moab, Utah 84532; Parcel No. 01-0B13-0009 (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.

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 11 day of July, 2022

Signature: William M Guerrero

Company Name: Guerrero Const.

Printed Name: William Guerrero

Title: Owner

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me this 11th day of July, 2022, by William M Guerrero as Owner of Guerrero Construction.

Witness my hand and official seal.

(SEAL) Ronnie M McCurdy
Notary Public State of Utah
My Commission Expires on:
October 18, 2023
Comm. Number: 708813

Ronnie M McCurdy
Notary Public

Approved _____

Kennie M McCurdy
Notary Public State of Utah
My Commission Expires on:
October 18, 2023
Comm. Number: 708813

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Guerrero Construction
PO BOX 1311
MOAB UT 84532

EFFECTIVE **11/30/2019**
EXPIRATION **11/30/2023**

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
275091-5501 **Contractor With LRF**
B100
DBAs: None Associated

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

GUERRERO CONSTRUCTION
PO BOX 1311
MOAB UT 84532

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: **11/30/2019**
EXPIRATION DATE: **11/30/2023**
ISSUED TO: **Guerrero Construction**
PO BOX 1311
MOAB UT 84532

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
275091-5501 **Contractor With LRF** **DBAs:** None Associated
B100

State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Labor Commission
JACESON R. MAUGHAN
Commissioner

Industrial Accidents Division
RONALD L. DRESSLER
Division Director

ISSUED WAIVER

Guerrero Construction
PO Box 1311
Moab, UT 84532

Waiver # 4995695
Effective Date: 07/11/2022
Expiration Date: 07/11/2023

Thank you for applying for a Workers' Compensation Coverage Waiver (WCCW). Based on the information submitted, we have **approved your waiver** request. For a verification of the status of the waiver for your records, or any perspective employer's reference, please go to the Labor Commission website at https://webaccess.laborcommission.utah.gov/wccoveragewaivers/verification and enter your business name and waiver number exactly as it shows above, including punctuation. The status screen can then be printed. The following individuals are included on this waiver:

William Guerrero

By accepting the WCCW, your company affirms the following:

- It employs no other employees on the day on which the Commission issues the WCCW to the business entity;
- The individuals listed above personally waive their entitlement to the benefits provided by a workers' compensation insurance policy, in accordance with sections 34A-2-103 and 34A-2-104 of Utah code;
- The business entity listed above is engaged in an independently established trade, occupation, profession or business; and,
- As of the day on which a business entity employs an employee other than an owner, partner, or corporate officer or director, (a) the business entity's waiver is invalid; and (b) the business entity is required to provide workers' compensation coverage for that employee in accordance with Section 34A-2-201. (Please note that benefits provided by a workers' compensation policy can still be waived by an owner, partner, corporate officer or director through an endorsement to a workers' compensation insurance policy. For details, see an insurance agent or broker to find an insurance carrier that is authorized to issue a workers' compensation insurance policy in Utah.)

The WCCW expires on **07/11/2023**, which is one year from the day on which it was issued. It is your responsibility to renew the waiver. The Labor Commission will not automatically renew the waiver. If the desire to receive a renewal reminder was indicated during the application process, a reminder notice will be sent to the email address on the waiver application. It is the waiver holder's responsibility to update the email address.

To renew the WCCW, the business entity shall go to the Labor Commission website at https://webaccess.laborcommission.utah.gov/wccoveragewaivers/ and apply for a waiver renewal. Also, please submit the updated, required documentation and pay the required, non-refundable application processing fee. Please note that a new waiver number will be assigned when the waiver renewal is approved.

At any time, the Commission may investigate a business entity to determine whether it validly remains eligible for a WCCW. If the Commission determines that a business entity no longer qualifies for a waiver, the Commission may initiate the process to revoke the waiver through informal adjudicative proceedings. In addition, the Commission may take action against the business entity for failure to obtain workers' compensation coverage for an employee.

Please visit the Utah Labor Commission website at *www.laborcommission.utah.gov* for more information regarding waivers. For any additional questions contact us by phone at 801-530-6268 or intrastate toll free (800) 530-5090, or email WCCW@utah.gov.

29129
NOT TRANSFERABLE

From: January 1, 2022
Expires: December 31, 2022

BY THE AUTHORITY OF THE BOARD OF COUNTY COUNCIL PERSONS, GRAND COUNTY, STATE OF UTAH

Guerrero Construction in conformity to the Laws of the State of Utah, to conduct a Contractor business at 1936 Murphy Lane in Grand County, State of Utah, commencing for the same on 01/01/2022 and ending on 12/31/2022. Subject to the provisions of the Laws of the State of Utah, having paid into the County Treasury the fees in accordance with the order of the Board of Grand County Council and the same is hereby duly authorized.

Given under my hand and the seal of said Grand County this day January 14, 2022.

Deputy Clerk

Quinn Hall

County Clerk

ACORD

CERTIFICATE OF LIABILITY INSURANCE

07/11/2022

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 Central Utah Insurance Agency, LLC 880 S Main Moab, UT 84532 License #: 4844	CONTACT NAME: Baelei Walby PHONE (A/C, No, Ext): (435)259-5981	FAX (A/C, No): (435)259-5457 E-MAIL ADDRESS: baelei@insuremoab.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Co		10677
INSURED WILLIAM M GUERRERO PO BOX 1311 MOAB, UT 84532-1311	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 00001359-630593** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ENP 0188223	04/18/2022	04/18/2023	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		ENP 0188223	04/18/2022	04/18/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) 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)

CERTIFICATE HOLDER

Grand County
25 S 100 E
MOAB, UT 84532

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

Baelei Walby (BAE)

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AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

TITLE:	Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, under Watershed Restoration Initiative project #5938 Mill Creek Partnership III
FISCAL IMPACT:	Matching in kind with time and equipment
PRESENTER(S):	Elizabeth (Izzi) Weimholt, Grand County Weed Supervisor

Prepared By:

Elizabeth (Izzi) Weimholt,
Grand County Weed Supervisor
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FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed agreement between Grand County (Grand County Weeds Department, GCWD) and the Utah Department of Natural Resources, Division of Wildlife Resources (UDWR) as presented, and authorize the Chair to sign all associated documents.

BACKGROUND:

This agreement funds up to $20,000 for Ravenna grass removal and other noxious weed abatement by the Grand County Weeds Department in Mill Creek, provided by the Utah Watershed Restoration Initiative (WRI) grant and administered by the Utah Division of Wildlife Resources (UDWR). The timeline for this project is July 1, 2022 through June 30, 2023

ATTACHMENT(S):

Agreement - WRI 5938 Mill Creek Agreement FY23 GCWD UDWR.pdf
Project Proposal - WRI 5938 Attachment_B Mill Creek Project Proposal.pdf

Cooperative Agreement

BETWEEN
GRAND COUNTY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Grand County for completion of the *Mill Creek (Moab) Restoration Partnership 3 (#5938)* proposed through the Watershed Restoration Initiative (WRI).

The Parties agree as follows:

The term of this Agreement will be from July 1, 2022 through June 30, 2023, or Fiscal Year 2023 (FY 2023).

1. UDWR will:
    a. Provide up to $20,000 for the completion of the *Mill Creek (Moab) Watershed Restoration Partnership 3 (#5938).*
    b. UDWR will assist with project entering of completion reports as needed.

2. Grand County will:
    a. Treat Ravenna grass and other invasive weeds utilizing both non-herbicide as well as herbicide treatment strategies in the Mill Creek area near Moab, UT.

    b. Project activities will be completed by June 30, 2023.

    c. Work with the project managers to submit a completion report in the WRI online database within 3 months of completion of project or by August 31, 2023.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

_____	_____
Grand County	Date
_____	_____
Division of Wildlife Resources/Deputy Director	Date
_____	_____
Division of Wildlife Resources/Financial Manager	Date
_____	_____
State of Utah/Division of Finance	Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.

2. **LAWS AND REGULATIONS:** Each Party shall responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.

3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.

4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.

5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.

6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred,

suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

ATTACHMENT B – PROJECT PROPOSAL

UTAH's WATERSHED RESTORATION INITIATIVE

Mill Creek (Moab) Restoration Partnership 3

Project ID: 5938
Status: Proposed
Fiscal Year: 2023
Submitted By: N/A

Project Manager: Duncan Fuchise
PM Agency: Utah Division of Forestry, Fire & State Lands
PM Office: Southeastern Area
Lead: Utah Division of Forestry, Fire & State Lands
WRI Region: Southeastern

Description:

Riparian and upland restoration to create watershed level restoration in the Mill Creek Watershed from the upper watershed on Forest Service lands to lower reaches near the town of Moab. Project includes significant restoration activities in the Pack Creek drainage related to the 2021 Pack Creek Fire.

Location:

Mill Creek Watershed from the La Sal Mountains down to the confluence with the Colorado River near Moab, UT. Portions of the Mill Creek and Pack Creek drainages are high-priority CFLRP watersheds.

Project Need

Need For Project:

The Mill Creek Watershed includes Mill and Pack creeks, and provides domestic and irrigation water to areas of Grand and San Juan Counties including Spanish Valley and the City of Moab. Perennial streams on the La Sal Mountains on USFS lands flow through BLM-managed areas in Mill Creek Canyon before entering Moab and finally flowing into the Colorado River. This project maintains and expands upon past efforts improving the primary wildlife links from the La Sal Mountains to the Colorado River. The watershed has been highly impacted by the 2021 Pack Creek Fire which burned over 9000 acres. Combined with significant monsoons this caused damaging flooding, creek downcutting and property loss. Significant work is planned to reduce sediment loading, reduce downcutting, and improve bridges/creek crossings that were damaged in the floods. The USFWS recognizes this area as potential habitat for Southwest Willow Flycatcher, Mexican Spotted Owl and Yellow Billed Cuckoo, and they are also important links between the mountains and the wetlands for larger mammals. The Moab BLM office completed section 7 consultation with USFWS who concurred that the project would benefit these species by including seasonal avoidance measures and by restoring the riparian vegetation community to greater than 85% native species composition within 90%

of the riparian areas. Work proposed focuses on reducing fire fuels, improving vegetation diversity to improve wildlife habitat, and maintaining high water quality to improve overall watershed health as well as post fire recovery monitoring and active revegetation work to assist the burned portions of the watershed in recovering quickly.. UPPER WATERSHED (USFS) The riparian corridors in the upper watershed (USFS) are dominated by dense vegetation communities (gambel oak, big sagebrush and pinyon/juniper) and some areas of russian olive and tamarisk. Vegetation density and age in much of the upper watershed is hazardous in the event of a fire; the most recent fire in this area (2021) was an early season fire that was uncharacteristically hot, difficult to control, and was a significant threat to private land, public and firefighter safety (access and egress). Some work in the upper reaches of the watershed will focus on evaluating post Pack Creek Fire recovery conditions in the portions of the watershed that burned in the June 2021 fire to inform any post fire landscape recovery work to be done in the future, and identifying collaborative methods for improving native plant recovery on BLM, private and Forest areas. Floods since this fire have already had significant impacts on downstream areas. Fire fuels reduction treatments in the upper reaches of the Watershed (from Bald Mesa to the new burn scar) will be completed through this project reducing fire hazard in these important parts of the Mill Creek watershed. In addition, there are several acres of salt cedar (Tamarix ramosissima) and Russian Olive (Elaeagnus angustifolia) that have invaded the side drainages of Mill Creek on Forest Service administered lands above Flat Pass. There is a need to further inventory and treat these drainages, as well as inventory Mill Creek for these invasive species and treat if found to increase native plant health and diversity. MIDDLE WATERSHED (BLM reaches) Mill Creek flows through Mill Creek Canyon which is primarily BLM managed land. This project addresses overall watershed health by improving water quality conditions, improving soil conditions, increasing floodplain functionality, increasing streambank stability, decreasing fire hazards, increasing native plant diversity and densities, and improving wildlife habitats. LOWER WATERSHED (Private and City reaches) The lowest 3.5 miles of Mill Creek and 5 miles of Pack Creek run through Spanish Valley and the City of Moab, and are dominated by areas of dense woody invasive species where the creek has perennial flow. In the last 5 years there has also been an increase of invasive ravenna grass along both Mill and Pack Creeks increasing fire hazards and reducing native plant diversity. In addition to dangerous levels of fire fuels, the dense woody vegetation in some areas along the creek focuses high water flows into the channel rather than allowing it to spread, resulting in significant downcutting and channelization. This downcutting has lowered the water table along the creek, reduced native riparian vegetation, and increased erosion. Work in these lower reaches is focused on removing invasive species and encouraging native plant regeneration using active methods including seeding and planting container stock, when needed. In a few locations along Pack Creek work in the stream channel will begin the process of reconnecting the channel to its floodplain, further improving vegetation recovery and associated habitat.

Objectives:

1) Reduce the risk of further catastrophic wildfires and the associated damage to the watershed as well as protect public safety by reducing the density of invasive plants to less than 5% in the riparian corridor on BLM lands in Mill Creek Canyon; in the lower watershed creating/ improving firebreaks on private lands and working towards a less than 10% of invasive plants in the riparian corridor over the next 5 years. 2) Reducing the threat of wildfire to homes and residential areas in the upper reaches of the watershed, as well as the lower reaches through town. On the USFS land this includes reducing pinyon/juniper/oak density on 800 acres creating a mosaic of fuel breaks in the unburned portion of the west slope. to reduce the negative consequences of a high severity wildfire fire on the soil, vegetation

and wildlife habitat resources. In the lower reaches of the creeks through Spanish Valley and Moab this will be accomplished by working with private landowners to remove Russian olives and other non native woody species. 3) Improving water quality conditions, especially high nutrient loads, within the watershed through reducing erosion and improving floodplain functionality on BLM managed lands, this water quality conditions would be improved by reducing social trails, restoring disturbed areas and constructing gully control structures and frequent trash removal in the Canyon areas. In the lowest reaches of the stream in town water quality is improved through increasing access to the stream for clean up efforts and improving vegetation cover in the active flood plains. 4) Evaluate post fire recovery in the areas affected by the June 2021 Pack Creek Fire, and perform some active revegetation work to encourage native plant communities return, reduce the spread of exotic species and address some of the flooding issues resulting from the fire. On private land in the Pack Creek Ranch area Emergency Watershed Protection Funding will be used to build in stream structures to protect infrastructure and also improve flood plain functionality and stream channel stability. Collecting baseline data from the fire ignition point to the Pack Creek Road Bridge will help land managers assess EWP project effectiveness, and potentially lead to some additional work in public land areas in the future. 5) Reducing fire fuels hazards and invasive plants in the lower reaches of the creeks, in Spanish Valley and through Moab, by coordinating with landowners and the City and County to create new fire breaks, performing effective follow up treatments, and revegetate areas that are not passively regenerating. In addition, RRR will continue to evaluate the efficacy of removal and revegetation treatments through various monitoring efforts. 6) A final objective for this project is to improve overall watershed health by increasing native plant diversity and densities, improving wildlife habitat conditions, increasing floodplain functionality, and improving stream bank stability.

Threats / Risks:

BLM: This project addresses multiple threats to watershed health and water quality conditions including increasing invasive species as well as increasing erosion and sedimentation from heavy recreation use. The threat from increased invasive woody and non-woody plant concentrations leads to decreased riparian diversity, decreased native plant densities, increased catastrophic wildfire hazards and increased damage from large flood events. These impacts affect both terrestrial and aquatic wildlife habitats. These threats will continue to increase in severity without these treatments. Another threat to the Mill Creek Watershed is degraded water quality. Mill Creek is currently listed for high stream temperatures and high levels of Total Dissolved Solids, and is impacted by surface disturbances within the riparian corridor especially in Mill Creek Canyon. By reducing erosion and revegetating disturbed areas, water quality conditions will be improved along with aquatic habitats. Without this project water quality conditions may continue to degrade. USFS: A Forest Service Fire Regime/Condition Class Assessment identified the Mill Creek watersheds as moderately departed from historic conditions in a mixed severity fire regime. As the final phase of a 4,500 acre project, the proposed 800 acres of treatments in the drainage corridors will reduce the risk of uncharacteristic wildfire throughout the area. The actions provide a combination of physical, biological, social, and environmental benefits while attaining the stated objectives of reducing wildfire risk and improving vegetation conditions. The actions would reduce fuel loading, stand and crown/canopy density, and fire hazards that threaten resources, important watersheds, administrative sites, private property, and the public. Project actions also allow for restoration of important vegetative communities in the forest, using well-documented, effective vegetation treatment methods with little risk of unknown consequences. The treatments are clearly better than not taking action (doing nothing). The risk from taking no action

is the potential to negatively impact a variety of resources if a catastrophic fire were to occur. Negative impacts to wildlife habitat and rangeland resources occur if pinyon-juniper continues to increase in density and encroach on natural sagebrush openings, and in previously-treated (chained) areas due to the lack of disturbance. A high-severity fire would almost certainly lead to a noxious weed infestation. Improper livestock grazing can be a threat and risk to riparian areas, however with correctly configured fencing much of the riparian area can be protected while still providing water access to livestock. RRR: In the burned area of Pack Creek near Pack Creek Ranch, and on USFS lands above it, vegetation is already recovering in many areas. In the Pinyon and Juniper dominated areas post fire recovery is less robust than in oak dominated areas, or in aspen and fir areas at higher elevation. While there are limited actions to take in the PJ areas of the burn, collaboration between the USFS, USU, USGS, RRR, private land owners and the BLM has already collected baseline data post fire to evaluate upland recovery. In 2022 and 2023 baseline data will be collected across administrative boundaries in the riparian areas to help inform future management decisions, and ideally encourage rapid and effective action to reduce flood impacts downstream. Work planned in 2022 and 2023 includes in stream structures in the private lands, and some BLM areas. Weed control, seeding and micro erosion control structures in the uplands areas of the burn coupled with robust monitoring efforts will help ensure rapid adjustments to recovery actions. While the precise path of post fire landscape recovery work is unclear at this time, doing nothing will clearly lead to increased flash flood threats downstream, a reduction in function of the riparian areas in the upper watershed, and increased weed presence in the upper watershed. Work planned after careful site monitoring and evaluating passive post fire recovery can improve post fire recovery in native plant components, reducing overland flows by catching some of those flows in flatter upland areas, and stabilizing the channel to help catch moving sediments higher in the watershed before they reach more populated areas downstream. The primary threats to the Mill Creek Watershed include increased invasive woody and non-woody plant concentrations, decreased riparian diversity and native plant density, and increasing fire fuels density and distribution. In order to keep the forward momentum and interest in riparian management, larger scale removal needs to start happening to continue to capture community interest followed by active revegetation in areas where passive regeneration does not occur. If we lose this community push for riparian management, we risk: 1) Increasing risk of fires leading to the possible loss of large overstory cottonwoods, homes, and buildings. 2) Loss of riparian habitat and reduced native plant diversity and regeneration due to dominance of large woody invasive species. 3) Expansion of Russian olive seed sources throughout the valley, into the recently cleared areas of the Matheson Wetlands and the Colorado River corridor. 4) Expansion of ravenna grass along riparian corridors

Relation To Management Plan:

This riparian and upland restoration project would help achieve the objectives set forth in the following management plans as described below. Plans are listed from most local to more regional. The Grand County General Plan includes the vision and goal of preserving riparian habitat by improving the condition of land along the Mill Creek corridor. This project would improve riparian habitat by reducing the amount of invasive plant species and increasing native plant diversity and densities in Mill Creek Canyon. Russian Olive trees are included on the Grand County Noxious Weed List, and Ravenna Grass was recently added. This project would reduce the amount of Russian Olive in Mill Creek Canyon. The Grand County Resource Management Plan encourages public land managers to enhance and restore watersheds in the Moab and Spanish Valleys and encourages FFSL to reduce wildfire hazards in the wildland-urban interface. The plan also identifies that invasive weeds should be

reduced in order to allow native species to thrive with wildlife corridors that connect natural areas. The plan specifically mentions that riparian habitat should be preserved and restored. This project would reduce the risk of fire, particularly in the wildland-urban interface while reducing invasive weeds such as Tamarisk, Russian Olive, and Ravenna grass. Restoring the riparian area will create more continuous native habitat and improve the watershed by reducing erosion in the creek. The Utah Division of Water Quality (UDWQ) identified Mill Creek as impaired and not meeting state water quality standards in 1998. In 2002 UDWQ completed a Total Maximum Daily Load (TMDL) report with recommendations to improve water quality conditions. These recommendations include improving riparian conditions and decreasing erosion within the watershed. This project would improve riparian conditions by reducing the amount of invasive plant species (Russian Olive and Ravenna Grass) and increasing native plant diversity and densities, by reducing the threat of catastrophic wildfire, and increasing overflow channels, therefore reducing damage from large flood events. This project would also decrease erosion by constructing several small gully control structures directly adjacent to Mill Creek in Mill Creek Canyon. The project is consistent with the Goals and Desired Future Conditions in the Manti-La Sal Forest Land and Resource Management Plan of 1986, as amended. It will: * Minimize hazards from wildfire and reduce fuel loading, stand and crown/canopy density, and resultant fire hazard to vegetation, the public, private property, and firefighters (LRMP III-5). * Maintain a healthy forest by applying appropriate silvicultural treatments (LRMP III-3). * Maintain/improve habitat capability through direct treatment of vegetation (LRMP III-23). * Provide habitat needs for deer and elk (LRMP III-19), especially improving the cover:forage ratio. * Control noxious weeds and poisonous plants in cooperation with Forest users and State and local agencies. (LRMP III-3) * Control and reduce noxious weeds and poisonous plants, using integrated pest management techniques and strategies; including the use of herbicides, biological control agents, and/or mechanical or hand treatments.(LRMP III-25) * Invest in range improvements where they will provide the greatest benefit. (LRMP III-3) * Give preferential consideration to riparian area dependent resources in cases of unresolvable resource conflicts. (LRMP III-31) The Grand Conservation District Resource Assessment identifies natural and social resources present in Grand County and details specific areas of concern, including soil erosion and noxious weeds. The assessment cites a need to improve stream banks and riparian areas by removing invasive species and improving native plant communities. This project would reduce the amount of noxious weeds in Mill Creek Canyon, improving riparian conditions and increasing native plant diversity and densities. The Southeast Utah Riparian Partnership (SURP) prepared the Colorado River Woody Invasive Species Management Plan through collaboration with 29 local partners including the Tamarisk Coalition, Grand County Council and the Utah Division of Wildlife Resources. The plan's main objective is to reduce non-native plant species within 80% of high priority streams by 2020. The Mill Creek Watershed is listed as a high-priority area in this plan. This project would reduce the amount of non-native invasive plant species in Mill Creek Canyon. The BLM Moab Field Office 2008 Resource Management Plan (RMP) identifies two objectives that would be accomplished by implementing this plan. Goal/ objective #VEG-9 states "reduce Tamarisk and Russian Olive where appropriate ... and restore riparian habitat to native willow and cottonwood communities". Goal/ objective #WL-8 states "prevent the spread of invasive and non-native plants especially cheatgrass, Tamarisk and Russian Olive. Strive for a dense understory of native species in riparian areas with a reduction in Tamarisk and improvement of cottonwood and willow regeneration." This project would reduce the amount of invasive and non-native plants including Russian Olive and Ravenna Grass in the riparian areas in Mill Creek Canyon, allowing native species such as cottonwoods and willows and native understory species to flourish and regenerate. The 2005 BLM

Utah Riparian Policy states:" riparian areas are to be improved at every opportunity." This project would improve the riparian area by reducing the non-native invasive plant species and increasing native plant species diversity and densities in Mill Creek Canyon. The Utah Wildlife Action Plan, Utah Division of Wildlife Resources, identifies actions needed to protect lowland riparian habitats including restoring degraded habitats. This project would protect lowland riparian habitats by reducing the potential for catastrophic wildfires, reducing the potential for damage from large flood events by increased overflow channels in Mill Creek Canyon, and decreasing sediment loading from gullies adjacent to Mill Creek. The WAP also identifies Western Yellow-billed Cuckoo and Southwestern Willow Flycatcher as species of greatest conservation need. The removal of non-native vegetation followed by revegetation of native species such as cottonwood and willow may create stopover and foraging areas for these species. As willow patches become more dense through time, willow flycatchers may find nesting opportunities within the project area. Big Free-tailed Bat and Allen's Big-eared Bat are also benefited by improvements to the watershed. Threats to these species may be riparian management and disturbance near roost sites. This project will improve the riparian area and also aims to reduce disturbance from recreation by eliminating trails. The Conservation and Management Plan for Three Species in Utah (2006) describes the importance of maintaining populations of roundtail chub, flannelmouth sucker, and bluehead sucker throughout their ranges. One method for maintaining populations is to enhance and maintain habitat by restoring habitat features and altered channels. Increases in water temperature and declines in water quality negatively impact the fish and are only exacerbated by invasive riparian species such as tamarisk. Although these fish are more often found in large rivers, tributary streams are often important for their life cycle. Removal of invasive species and allowing the re-establishment of native vegetation can increase stream complexity as well as reduce temperature. The State Resource Management Plan identifies the importance of the Watershed Restoration Initiative. It specifically mentions support for efforts to reduce wildfire and the associated soil loss from erosion and sedimentation. It talks specifically about improving wildlife populations and reducing the risk of additional listing of species under the Endangered Species Act. Additionally, the plan identifies the importance of improving resistance to invasive plant species, specifically mentioning that healthy ecosystems are the most effective way of preventing the spread of noxious weeds. The state supports the proposals proactive management of noxious weeds. This project will reduce the risk of fire by removing flammable, invasive vegetation from the riparian area and allowing for the establishment of native species which provide better habitat for sensitive wildlife species. The Southwestern Willow Flycatcher Recovery Plan identifies the removal of exotic plants as important for the recovery of this species. This project would reduce the amount of exotic plants such as Russian Olive and Ravenna Grass in Mill Creek Canyon. The Utah Fire Amendment has a goal to reduce hazard fuels. The full range of fuel reduction methods is authorized, consistent with forest and management area emphasis and direction. * Certain vegetative types are to be managed such that varying successional stages will be present to provide for a high level of vegetative diversity and productivity (III-2).* Pinyon-juniper stands on gentle slopes and on lands with good soils will be treated periodically to maintain early successional stages (III-8). Black rosy-finch have been documented using burned or treated pinyon-juniper habitat for winter foraging on the La Sals. These early seral habitats produce the grass and forb seeds these birds rely on in the winter. * Intensive management practices would maintain structural diversity within the woody species in at least 25 percent of the area covered by the Gambel oak and mountain shrub type. In some cases, the Gambel oak would be encouraged to successionally develop as an open savannah or in a high seral stage (III-9). Designated as a Healthy Forest Restoration Act (2003) project, the treatments meet the mandate for the Forest Service to

restore fire dependent ecosystems and reduce fire risk to people and property. Project actions are consistent with proposed management in the Moab/Spanish Valley Wildfire Protection Plan and the Southeastern Utah Regional Wildfire Protection Plan. The Statewide Mule Deer Plan specifies management actions for important ranges: convert habitats back to young, vigorous shrub-dominated communities; manage portions of pinyon-juniper ranges in early successional stages. The La Sal Deer Unit Management Plan has an objective of improving deer habitat and carrying capacity, and pursuing cooperative projects to improve the quality and quantity of deer habitat. The project meets several objectives In the Statewide Elk Herd plan: support habitat improvement projects that increase forage for big game and livestock, initiate vegetative treatment projects to improve elk habitat on winter ranges, improve upper elevation winter ranges to encourage elk to winter at higher elevation than mule deer. The project is specified in the 2012 La Sal Elk Herd Management Plan as a habitat improvement project. There are 3 Key Terrestrial Habitat types from the Utah Wildlife Action Plan in the project area. The West Slope project treatments follow the management strategies for these types: restoration in the Gambel oak type by cutting/mulching invading pinyon-juniper, single tree mulching/cutting invading conifer in the mountain sagebrush type, reducing fire risk (uncharacteristic fire could increase the spread and dominance of invasive weeds) in the mountain shrub type through appropriate treatment methods. The Golden Eagle, a species of greatest conservation need in the WAP, may also benefit from this project by increasing habitat for prey species thus improving foraging opportunities for eagles. The Utah Wild Turkey Management Plan has a goal of maintaining and improving wild turkey populations by stabilizing populations. Suggested methods include reducing the risk of catastrophic events such as fire as well as conducting habitat projects to address limiting factors. The plan has an objective of increasing habitat quality and quantity through habitat improvement projects. This project will reduce the risk of a catastrophic fire impacts to turkey habitat in the Mill Creek area. It will also enhance native plants available for diverse foraging opportunities by turkey while retaining mature acorn-producing trees and adequate cover. The Grand County CWPP updated in 2020 identifies the La Sals and the Mill Creek Watershed as one of three priority areas due to private holdings within the BLM and National Forest. Fuel Reduction on private land is considered a high impact high priority activity on the La Sals and Mill Creek Watershed as the plan is currently written. The Moab Valley CWPP updated in 2020 identifies the Pack Creek Corridor as priority area 1 and the Mill Creek Corridor as priority area 2 for fuel reduction work in Moab Valley. The Southeast Utah Catastrophic Fire working group has designated the Moab/Spanish Valley area (including Mill Creek) as a High Priority Focus Area. The Utah Forest Action Plan (FAP) identifies the Mill Creek watershed as a part of the La Sal priority area, one of five priority areas identified in the FAP. Wildland fire and wildlife habitat loss were two of the top concerns for all priority areas identified in the FAP.

Fire / Fuels:

BLM: The proposed project would significantly reduce the risk of wildfire and reduce the continuity of hazardous fuels, particularly ladder fuels that build up under Russian olives and are created by Ravenna grass. The entire Mill Creek riparian corridor is connected by fairly dense riparian vegetation and if a fire were to start in this corridor, it has the potential to be a large-scale catastrophic burn. The potential for a wildfire caused by human ignition is high in the heavier use areas on BLM managed lands. Removing Russian olives and Ravenna Grass not only reduces fuel loads but also isolates smaller fuel load areas. If a fire were to start, the chance of a large scale catastrophic fire would be greatly minimized as the fire would be more accessible and suppressed more easily, and may not spread as rapidly. The relatively intact habitat corridor from the La Sal Mountains to the Colorado River

would also be protected. Continuing this work is more important now with increased recreation uses in Mill Creek Canyon raising the potential for human caused fires, and with more frequent drought years making fuels drier for a longer portion of the year. USFS: The project area is bounded on the west by BLM and private lands and Forest Service lands on the south, east, and north sides. There are private inholdings within the project area, and the 3700 acres already treated by the Forest Service are immediately adjacent to the inholdings with homes and other structures. All proposed treatment locations are within 1.5 miles of private inholdings/Forest boundary. This is an authorized hazardous fuel project as defined by The Healthy Forest Restoration Act of 2003 (HFRA), designed to reduce vegetation density and ladder fuels to reduce the probability of a high severity wildfire in the 8300 acre project area that encompasses five private inholdings with residences, outbuildings, and infrastructure, as well as key public communication systems (Bald Mesa communication site/radio towers), utility lines and Moab's Mill Creek municipal watershed. This proposal will reduce live and dead fuels within the riparian corridors in the treatment area. The reduced fire risk will benefit National Forest lands and improvements by aiding in protection from fires (natural and man-caused) which spread from private lands, developed recreation sites, dispersed recreation areas, and other areas of the National Forest. It will also aid in the protection of private infrastructure from fires that initiate on and spread from the National Forest. RRR and FFSL: This proposal seeks to reduce the threat and intensity of fire by creating and expanding several fire breaks on private lands along vulnerable stretches of Mill and Pack Creeks in the lower reaches of the creeks. These fire breaks are designed to break up contiguous fuel loading and protect ecological and human values along these riparian corridors. According to UWRAP (Utah Wildfire Risk Assessment Portal), there are high and very high levels of fire risk along a large portion of these riparian corridors, which means there is a high likelihood of loss or harm in the event of a fire. This was proven to be true in the 2018 Cinema Court fire, in which 8 homes were lost in hours along Pack Creek. The community has since voiced desire for fire protection, and Pack Creek will be prioritized for fire resiliency. In Mill and Pack Creeks in the Moab valley, nonnative woody species (Russian olive and tamarisk) have largely replaced fire-resilient natives such as willows, sumac, and cottonwoods. Ravenna grass, a nonnative and fast-growing ornamental bunchgrass, has also been outcompeting natives along these creeks. Contiguous loading of these species serves as a serious wildfire threat for the riparian area. Russian olive, tamarisk and Ravenna have created a dense understory of growth below native cottonwood trees. They all produce large quantities of volatile fuels that allow fire to spread vertically and reach native canopy cover, creating devastating crown fires in the cottonwoods. The current fuel loading also exacerbates the speed and intensity with which fire moves horizontally. Furthermore, fire spread and intensity are more extreme when there is an extended drought in the area or a buildup of dead and senescent material in the tamarisk crowns, as is currently the case. Removal efforts are expected to reduce the risk of catastrophic fire by reducing volatile fuel loads in some of the more choked sections of the creeks. It will also allow better creek access for fire personnel in the event of a fire. This will not only improve firefighter safety, it will also protect the homes and structures adjacent to the creek. Additionally, removing the invasive vegetation will promote the establishment of under-story native vegetation and will reduce soil erosion, which is critical to maintaining riparian ecosystem resilience.

Water Quality/Quantity:

Mill Creek and Pack Creek are perennial streams that drain the Mill Creek Watershed and are listed by the State of Utah Division of Water Quality (UDWQ) as not meeting the state water quality standards associated with assigned beneficial uses. Parameters of concern include high stream temperatures,

E.coli bacteria and high levels of Total Dissolved Solids (TDS). In 2002, UDWQ prepared a TMDL report recommending actions to improve water quality conditions including improving riparian and streambank conditions. The Mill Creek Watershed is designated as a "Sole Source Aquifer" by the EPA to protect the shallow unconfined aquifer that provides drinking water to the residents of Moab and Spanish Valley. This designation is recognized by both the BLM and USFS in their respective management plans, and certain surface disturbing activities are not allowed on federal lands in the Mill Creek Watershed. This project would improve water quality conditions over both the short and long term by increasing the functional integrity of riparian areas and floodplains, by improving soil and vegetation conditions in the uplands, and by reducing the risk of severe wildfires. Conducting fire rehab in the Pack Creek drainage would also improve water quality conditions, reducing accelerated erosion and sediment loading due to the 2021 wildfire. Invasive plants such as Russian olive and tamarisk constrain stream channels, clog overflow channels, increase streambank erosion while reducing native tree and shrub regeneration. Reducing the density of invasive plant species in the riparian corridor would increase the functional integrity of the riparian corridor by improving floodplain connectivity, increase streambank stability which reduces erosion during larger flood events, and increase bank storage in times of high runoff allowing higher releases of shallow groundwater during periods of low stream flows. These actions would reduce stream temperatures in the summer months and reduce sediment loads year-round, improving water quality conditions.. Improving upland soil and vegetation conditions by managing high use recreation areas and trails, re-seeding disturbed areas and by constructing small erosion control structures would lead to improved water quality conditions in Mill Creek. Better upland conditions include improved infiltration rates, reduced overland flow and associated erosion and sediment loading to Mill Creek. By reducing the risk of catastrophic wildfires in the watershed, the potential for associated damage including reduced soil infiltration, increased erosion and loss of topsoil, long term loss of soil productivity, and accelerated sediment loading to the system would be avoided. This project would reduce the risk of severe large scale wildfires by clearing fuels from riparian areas and drainages. Treatment of drainages that could act as funnels during a wildfire would further protect riparian areas. In the recently burned areas of the watershed, evaluation work and EWP funded in stream structures will lead to a more informed approach to managing flood flows off the uppermost areas of the Pack Creek drainage. By determining the effectiveness of EWP structures and possibly adding similar structures in key locations on public lands, actively moving sediments can be captured higher up in the system rebuilding flood plains and encouraging riparian plant development, thereby increasing the flood capacity in the long term. This project has the potential to increase water quantity or availability in the watershed. By removing denser stands of invasive plant species from the riparian corridor, and thinning oak and Pinyon/Juniper in the upland USFS lands, more water would be available to native plants. By improving floodplain connectivity and functionality throughout the watershed, natural hydrologic streambank storage processes would improve. Water during higher runoff periods recharges small banks and point bars. Stored water is released during periods of low stream flows, enhancing instream flows and available water. By improving soil and vegetation conditions in the upland areas, with increased infiltration rates and decreased runoff rates, and increased bank storage, water quantities would increase throughout the watershed.

Compliance:

The proposed project is ready for implementation on BLM lands. An environmental assessment has been completed and approved. This NEPA work included consultation with the U.S. Fish and Wildlife Service regarding the Endangered Species Act. All Pesticide Use Approvals and archaeological

clearances have been completed. The Forest Service lands have an Environmental Assessment and Decision Notice/FONSI completed May 8, 2015. The Decision complies with all applicable laws and regulations, including the ESA, MBTA, ARPA and NHPA and the Healthy Forests Restoration Act (HFRA). The Forest Service completed an Environmental Assessment and Decision Notice/FONSI in 1993 regarding the control of noxious weeds on the La Sal Division. In 2000, a supplemental report updated the 1993 EA and found that the environmental effects disclosed were still relevant, that no additional analysis was required and that the decision could continue to be implemented. The Forest treats 1000-1500 acres of noxious weeds/year under this decision. Project work on private lands and in the City of Moab would be coordinated with the Grand County Weed Dept, and would not need any compliance approvals, however work done between 2015 and 2018 through EPA 319 funding required archeological clearance, which has been completed for the entire Mill and Pack Creek areas in the Moab Valley where work may occur on this project. This project has been designed to minimize impacts to the Southwestern Willow Flycatcher, native fish populations and their habitats.

Methods:

Methods used in this project vary by location and by the goals and targets within each area. Russian olive removal will involve youth corps chainsaw crews cutting trees and applying herbicide to the cut stumps. In town, slash is mulched and spread to reduce annual non native plant establishment. In more remote areas of BLM lands, slash materials will be cut into smaller pieces, then scattered or piled or hauled away from treatment sites as site conditions require. Youth corps crews will also treat Ravenna grass. Ravenna grass plants may be dug up by hand, and the entire root ball removed from the stream bank or may be treated with herbicides to keep root systems intact. Seedheads on Ravenna grass will be removed to reduce seed heads. Daily trail work and trash pickup at the heavily used Powerdam area of Mill Creek Canyon will continue. BLM: 1) Russian Olive trees over 6" in diameter will be frill cut and treated with herbicide and left standing. 2) Russian Olive trees less than 6" in diameter will be cut, and the stumps will be treated with approved herbicide within 15 minutes of cutting. No more than 30% of canopy would be removed at any one time. 3) Slash will be cut into 1-2' long pieces and scattered if there is room. Slash may be carried out of more heavily used recreation areas to reduce safety hazards to the public. Slash may be piled in 4' x 5' piles. 4) Native plants may be planted or native seed spread in heavily disturbed areas. 5) Small erosion control structures will be constructed in small gullies to reduce erosion and associated sediment loading to Mill Creek. 6) Trash pickup and trail management will be conducted frequently, with volunteer groups helping whenever possible. 7) Youth crews and the Grand County Weed Dept will treat Ravenna grass with herbicides. Ravenna grass plants may be dug up by hand, and the entire root ball removed from the stream bank or may be treated with herbicides to keep root systems intact. 8) Seedheads on Ravenna grass will be cut, bagged and removed to reduce spread by seed. 9) Native plants will be planted where Ravenna Grass plants are removed from the stream banks. 10) Fire rehab includes seeding and small erosion control structures to reduce erosion USFS Fuels: Burning slash piles within these drainages (800 acres) to reduce hazardous fuels built up by previous (FY22) cut and pile treatments. Removal of these fuels will reduce the likelihood of negative effects from wildfire. Pile burning will be >50 feet from drainages. USFS Invasives: See BLM and RRR methods. However, FS inventory shows that we have no trees over 6 inch diameter, and likely all individuals found will be treated rather than leaving 30% as we do not have the high density of invasives as the areas further downstream in Mill Creek. FS Pack Creek fence: About 3/4 mile of four strand, barbed wire fence and cattle guard installed to prevent cows from accessing the 1/2 mile of creek on FS and 3/4 mile of Pack Creek on private land. RRR and

FFSL: Despite the high density of Russian olive and other invasive trees present along most of Mill Creek, gradual removal of olive, tamarisk and elm has resulted natural regeneration of native plants including golden currant, willow, woods rose, three-leaf sumac, cottonwood, grasses and forbs in large areas. This is also proving true along Pack Creek. The primary guiding principle for this project is pacing removal of invasive plants at a rate that allows native plant regeneration to naturally occur. In areas where natural regeneration is not occurring, or the area is sensitive enough to require more rapid revegetation, active planting using poles and potted plants is being done. Treatment methods fall into three broad categories as outlined below, and as noted on the proposal map. 1. Large Scale Removal: In areas where removal has not yet begun, larger trees in densely infested areas will be hand cut, piled and mulched with locations selected to create effective fire breaks (near hydrants or other access points). As these critical breaks are completed clearing will focus around native trees and shrubs, and next on areas linking existing native plant stands. 2. Follow up treatments (weed wrenching and/or resprout and sapling cutting with herbicide, or basal bark treatments): New saplings will be pulled with weed wrenches and resprouts cut and treated with Garlon 4 (or other approved herbicides). In these areas other weed species will be addressed using mechanical or chemical means as is deemed most effective. Fine fuels (mostly herbaceous exotic species) will be reduced through mowing wherever possible. 3. Revegetation activities will occur in areas where it is needed to help stabilize banks, or where natural native plant regeneration needs assistance, willow wattles, pole plantings, or potted plants will be installed. Most areas will not be seeded due to the readily available seed source surrounding most treatment areas - but areas where native plants have been slow to recover will be seeded. Primary work in the lower watershed through this proposal will be replanting and seeding using longstem techniques, pole planting and seeding 4. In the Pack Creek Ranch area gambel oak areas will be evaluated and fuel breaks will be established to reduce future fire hazard and increase riparian vegetation diversity. When the EWP process is complete additional planting and seeding of missing species will also improve diversity in the riparian areas. Upland area micro ersosion structures will help capture sediment and water upstream of the channel, reducing flood flows and increasing native plant recovery in the upland areas. Seeding in upland areas will improve diversity of recovery in these locations.

Monitoring:

Each participating collaborator is performing monitoring in their areas. By including work from the top of the watershed to the river, mapping of exotic plant presence will be better connected, which is particularly important with new invaders like ravenna grass. In the upper watershed the USFS is performing the following monitoring: * Prescribed (pile) burning will be supervised by a qualified Burn Boss to ensure that implementation is completed in accordance with NEPA, Silvicultural Prescription and Burn Plan. * Existing or new weed populations will be treated in accordance with existing noxious weed management decisions. * An interdisciplinary review will be conducted following implementation (within two years) to determine if project objectives have been met and to determine whether implementation of SWCPs has been effective. * Photo points will be established in each treatment type (mastication, hand-thinning) to identify pre and post-treatment conditions, as well as long-term monitoring points for future reference. Post-treatment photos will be taken within one season of completion. * Three migratory bird point-count transects were established in the project area in 2007, and each has been sampled at least 5 times. Post-treatment surveys will be conducted. * Monitoring nests of raptors in the project area (peregrine falcon and golden eagle) will be continued annually. Invasives: Invasive treatments sites are inventoried and monitored annually to document effectiveness

and continue with treatments as needed. Fence: Implementation monitoring to ensure correct construction of fence. Pack Creek Water Company and private residents to monitor and maintain the fence. POST FIRE RESTORATION ACTION MONITORING In 2021 the USGS, USU, USFS, BLM and RRR initiated data collection to evaluate post fire recovery in the area burned in June 2021. Utah State University (USU) will oversee continued monitoring of the post-fire restoration action in the La Sal mountains following the June 2021 fire. The Pack Creek fire represents not only a critical need for restoration action on burned landscapes, but also an opportunity to learn more about how to increase restoration success following wildfire. Work in FY 2023 will resample the 30 sites that were first sampled on FS, BLM, and private land in November & December 2021 using the U.S. Forest Service's Forest Inventory and Analysis (FIA) methods and the Bureau of Land Management's Assessment, Inventory, and Monitoring (AIM) methods. The collected data will inform how past thinning efforts are influencing burned area recovery and the effect of FS post-fire seeding treatments on vegetation recovery and trajectory. Taken together, the data collected here will provide crucial information to land managers about the effectiveness of thinning and seeding in achieving the desired management goals after wildfire in this region and will help inform any additional post fire revegetation actions in these areas. POST FIRE CHANNEL MORPHOLOGY MONITORING In the newly burned areas Channel Morphology Monitoring will be included in 2022. Flood flows since the fire are moving large amounts of sediment, debris and boulders throughout the upper portions of the creek. EWP funding will implement some in stream structures on the private areas of the burn, and the existing bridges at the USFS boundary and on BLM at Pack Creek Road as well as the Desert Solitaire crossing already act as instream structures. Longitudinal transects and associated cross sections will provide important information to inform future channel work. The USFS, BLM and private land owners will monitor changes to the channel from the Pack Creek Picnic area to the Pack Creek Road Bridge over the coming years to track the trend of channel morphology and responses to flooding events to help better inform actions both above and below the private land infrastructure. Both quantitative and qualitative data will be collected following the methods defined in the Stream Channel Reference Sites USFS document (General Technical Report RM - 245). Longitudinal profiles will be collected in six areas - 2 on the Forest above the private lands, one in the private land area, and 3 on BLM above the Pack Creek Road Bridge. At least 3 cross sections will be taken in the longitudinal profiles to capture important channel features (e.g. floodplains, point bars, terraces, pools etc). Data will be collected at least every 5 years, but annually if possible in the first 5 years as change is expected to be more extreme during that time and in stream work will be implemented in the private land areas during that time. MILL CREEK CANYON (MIDDLE WATERSHED) In the Middle Watershed, BLM monitoring will evaluate the success of this treatment and to determine what other work is needed to achieve project objectives. This monitoring work will involve long term photo points, vegetation monitoring, multiple indicator monitoring (MIM) and water quality sampling. Water quality investigations will be conducted in cooperation with the Moab Area Watershed Partnership and the local UDWQ watershed coordinator, as part of a watershed wide water quality study. A comprehensive monitoring report will be completed after project implementation is completed. LOWER WATERSHED MONITORING In the Lower Watershed, RRR monitoring will focus on containerized plant mortality monitoring to continue to gauge success of revegetation projects as well as invasive species mapping (with a focus on exotic herbaceous species).

Partners:

The Moab Area Watershed Partnership is a local group of water users, water and land managers that work together to resolve water related issues in the Mill Creek Watershed. This group supports this project proposal and has helped with related monitoring efforts. Moab Solutions is a local non-profit organization that works closely with BLM on resource protection efforts in Mill Creek Canyon, especially working on trail management and trash pickup. The Grand County Weed Dept is supportive of this project and has been an active partner with implementation on BLM and private lands, focusing on Ravenna Grass treatments. The Bureau of Land Management manages lands in Mill Creek Canyon and the Pack Creek subwatershed and is committed to improving watershed health, mitigating impacts from increased recreation and from increased invasive plants. The Utah Division of Water Quality (UDWQ) is a partner on BLM actions in the Mill Creek Watershed, providing funding and technical support on a multi-year basis. This work is important to UDWQ as it is improving water quality conditions and protecting beneficial uses including recreation, wildlife and livestock throughout the watershed. This project is identified on the Manti-La Sal National Forest Five-Year Integrated Vegetation Management Plan (USDA Forest Service 2005-2014), which has been coordinated with other Federal, State, and local agencies as part of our collaborative fuels management program. The State of Utah and Grand and San Juan County, Utah officials have been contacted and support implementation of this project. It is consistent with proposed management in the Moab/Spanish Valley Wildfire Protection Plan and the Southeastern Utah Regional Wildfire Protection Plan (Utah Division of Forestry, Fire, and State Lands 2007). Another beneficial effect of the extensive public participation in the planning process was that it continued to elevate the need to have private landowners take responsibility for providing fire safe fuel conditions and structures on their own properties. The Forest Service also partners with the San Juan Cooperative Weed management area in the control of noxious weeds throughout San Juan County. Rim to Rim Restoration (RRR) has been working on olive and tamarisk removal and native plant regeneration along Mill and Pack Creeks in the lower reaches since approximately 2004, and was involved with mapping and project work in the BLM areas in the late 1990s and early 2000s. RRR works with private landowners, government agencies and others to facilitate work and connect efforts across administrative boundaries. The Pack Creek Ranch community has enthusiastically joined in supporting efforts in Pack Creek, especially in the burned areas. Moab Valley Fire Department (MVFD): RRR have been working closely with the Moab Valley Fire Department to begin to coordinate efforts between agencies and landowners to remove invasives from Mill and Pack creeks. They have helped identify areas to remove as well as providing maps and other tools to identify important areas to remove. Utah Conservation Corps (UCC): Utah Conservation Corps has long been a partner in invasive species removal in this area. UCC has worked closely with land managers in this area and is uniquely qualified to provide consistent and efficient logistical support and project implementation on projects in the Moab area. The regional coordinator is intimately familiar with these project sites and what treatments work best in our region. Forestry, Fire and State Lands: FFSL as well as the Moab Valley Fire Department have been a part of the working group that has begun to coordinate the gathering of landowner needs for clearing of Mill and Pack creeks. The City of Moab: The City of Moab has been key in working with MVFD and Grand County to identify important removal areas for fire safety along the creek. Team Rubicon: Team Rubicon helped with the initial removal of burned material from the Cinema Court Fire along Pack Creek and in Spring 2022 may use Mill and Pack Creeks as a chainsaw training location for a large volunteer crew . Private Landowners: In addition to the above-mentioned partners open meetings have been held to gather landowners that are adjacent to either Mill or Pack creeks. These are ongoing to gauge what needs these landowners have for removal efforts and to help them reach their own neighbors to work towards removal of

invasive woody biomass. Most of the creek bottom land in Moab and Spanish Valley are privately owned so these individual landowners are key to organize removal efforts. The Utah Division of Wildlife Resources has been involved with project related activities for many years now. We have provided input to reduce impacts to birds and have helped acquire services to accomplish project related activities. USU Extension and the USGS have recently partnered in this project, with a focus on monitoring in the upper watershed.

Future Management:

BLM: Future management of the Mill Creek Watershed will continue to support the goals of this project. BLM designated this watershed as a municipal watershed, with no new surface disturbing activities allowed. Most of the BLM lands in the Mill Creek Watershed are within the Mill Creek Area of Critical Environmental Concern (ACEC) based on important ecological resources as well as within the Mill Creek Wilderness Study Area (WSA). Grazing activities have been suspended indefinitely in Mill Creek Canyon to protect the important ecological and archaeological resources, therefore there is more forage available for wildlife. Grazing will continue in the Pack Creek subwatershed as vegetation conditions recover with fire rehab actions. USFS:The area of Forest Service lands within this proposal are managed for multiple use. The area will continue to be managed for uses such as grazing, recreation including hunting, wildlife and overall ecosystem health. Mechanical treatments as well as prescribed fire will continue to be a way to maintain diverse age classes and vegetation communities in the area. The oak, mountain brush and sagebrush areas have an herbaceous understory component, so the need for seeding is not anticipated in this phase. No changes to livestock management are anticipated at this time, but utilization and trend monitoring will continue and adaptive management can be applied if required. It has been reviewed and there is no need for a change of the current grazing rotation, the area is seeing natural succession and there is a need for diversity of different states of plant communities in the area. The La Sal deer herd is well under 50% of population objective, this project will help to promote better deer habitat conditions and could help move towards objective. Elk on the La Sals are at objective, this project will help maintain healthy elk herds on the La Sals. Turkey populations are increasing on the La Sals, this project will help provide diversity of forage and habitat conditions. DWR will continue to strive to achieve and maintain objectives for big game and turkeys according to management plans on the La Sal Mountains. RRR:Future management on Mill and Pack creeks will include follow-up in treated areas to maintain the progress that has been made so far, some initial entry, and revegetation work with less fire-prone native species. As work in the creeks progresses, Rim to Rim will focus more on community-based facilitation of these projects, planning, revegetation and connecting resources to projects, and less on running day to day operations on-site, especially with FFSL WUI focusing more on work in the creeks, and providing oversight. Rim to Rim is working with the City, County and Moab Valley Fire Department to create resilient firebreaks and improve communication paths to coordinate mitigation efforts and long-term follow-up, providing a solid framework for sustained coordination. RRR is applying for AIM funding to include the purchase of two brush cutters to increase fine fuels reduction. USU and USGS's assistance with post fire vegetation monitoring will help inform future management efforts in the upper reaches of the watershed. The EWP work in the private areas that burned will also be monitoring and potentially additional stream channel work will be done in the coming years. There are opportunities for reconnecting Pack creek's channel to its flood plain at least one location on private land through the use of native plants and gabion structures to slow flows and encourage natural processes that will encourage groundwater recharge.

This work has been funded, permits are in place and the first efforts will be made along Pack Creek in town in 2022.

Sustainable Uses of Natural Resources:

BLM: This project would provide more sustainable uses of natural resources due to improved watershed health. Domestic livestock and wildlife, both aquatic and terrestrial, would benefit from improved watershed conditions in the Pack Creek portion of the watershed from the post fire rehab actions. Although there is no grazing currently authorized on BLM lands within Mill Creek Canyon, both upland and aquatic wildlife habitats would be improved from this project. These improvements include increased forage for wildlife species, increased pools and habitat diversity for native fish, and more habitat connectivity for all wildlife species. With the heavy recreation use in parts of Mill Creek Canyon, this project will allow use to continue while protecting natural resources. USFS: The project area is part of three allotments. As part of a larger project, the treatments have decreased the amount of woody vegetation (especially pinyon-juniper and oak) within much of the grazed areas in these allotments. This has led to an increased production of herbaceous vegetation (grass and forb species) on all 4500 treated acres, as these woody species crowd out all other vegetation. Soil health is relatively poor under pinyon/juniper canopies which may lead to more erosion, water pollution, and early snowmelt. Historically there has been repeated and heavy livestock and wildlife grazing due to large concentrations on a small number of acres. Decreasing the amount of woody vegetation increases soil health and allows for a more even distribution of livestock and wildlife which will limit the amount that they compete for habitat and nutrition. Even distribution is also linked with soil health, as there will be lighter use. Less woody encroachment leads to greater spring flow which is also a tool to help with distribution of livestock and wildlife. Noxious weeds are not expected to increase or spread as a result of the treatments as best management practices will be implemented. Treatment should decrease the risk of spreading of noxious weeds. Range trend studies showed little cheatgrass in the areas to be treated and the risk of cheatgrass being established as a result of the project is very low, due to the existing diversity and healthy grass production of most of the understory layers and because of the elevation. Any other noxious weeds in the area would continue to be treated. In the short-term there could be some interruption of grazing operations; however, the long-term benefits to the range resource outweigh the short-term negative impacts that may have to occur to individual permit holders such as resting pastures or exclusion of livestock from areas. Livestock will still be able to continue to graze in the area above the private in-holding in Pack Creek and have access to a small part of Pack Creek for water. In the future, off-site water developments will decrease livestock need of accessing the creek for water. Pack Creek - Because of the recent Pack Creek fire, the Forest Service will be resting portions of allotments that were impacted by the fire for a period of 2-3 years. Grazing will only resume when land managers determine it to be sustainable based on the current regeneration of vegetation. RRR: Work done along Mill and Pack creeks over the past 15 years has opened up areas that have not been visible for over 25 years -- allowing consideration of infiltration projects that will also improve the flood capacity of the riparian area by allowing water to spread out and soak in during large events rather than simply rush down a tight channel, downcutting and eroding as it flows. The project also has the potential to both improve and increase forage along both creeks with the removal of dense and dead stands of woody invasives. The removal of these invasives will open up the understory and will allow for increases in native grasses and forbs which are more desirable for grazing and for many native species. Invasives removal will also allow for greater access to the creek for livestock and for wildlife. There is currently no grazing along this part of the project area. Some of the project area is

located on public land owned by the City of Moab. This project has the opportunity to improve recreation areas along Mill and Pack creeks by opening more vegetation choked land to use as well as improving barren areas by planting native species through the NPS 319 funds for this project.

Budget

WRI/DWR	Other	Budget Total	In-Kind	Grand Total
$354,510.00	$67,200.00	$421,710.00	$268,261.00	$689,971.00

Item	Description	WRI	Other	In-Kind	Year
Personal Services (permanent employee)	FS: prescribed fire permanent employees- Overtime and Per Diem to conduct and monitor burn. (Prescribed Fire)	$15,000.00	$0.00	$5,000.00	2023
Personal Services (seasonal employee)	FS: Prescribed fire personnel- Overtime and Per Diem to conduct and monitor burn (ignitors and holders).(Prescribed Fire)	$15,000.00	$0.00	$5,000.00	2023
Personal Services (permanent employee)	FS: Prescribed fire leadership- Burn Boss, Ignition Boss, Holding Boss, and Dispatch.(Prescribed Fire)	$0.00	$0.00	$10,000.00	2023
Motor Pool	FS: Forest fleet use in implementation (fire engines, ATV/UTV, vehicles,etc). (Prescribed Fire)	$0.00	$0.00	$10,000.00	2023
Materials and Supplies	FS: Burn Fuel, trailers and associated ignition devices, Smoke signs, etc. (Prescribed Fire)	$0.00	$0.00	$5,000.00	2023
Personal Services (seasonal employee)	FFSL: 8 Weeks of Seasonal Crew work on 13 acres of first entry olive removal. $2800/Week	$11,200.00	$11,200.00	$0.00	2023

Item	Description	WRI	Other	In-Kind	Year
Contractual Services	BLM: Youth chainsaw crew conduct new Russian Olive treatments in Mill Ck Canyon (3 wks?). In kind from BLM staff time to coordinate/ lead project.	$25,000.00	$0.00	$5,000.00	2023
Contractual Services	BLM: Local organization conducts daily watershed improvements in the powerdam area of Mill Ck Canyon including picking up trash, seeding disturbed areas, reducing social trailing. Other funding from UDWQ.	$15,000.00	$3,500.00	$0.00	2023
Contractual Services	BLM: Youth crew conduct re-treatment of Russian Olive removal in Mill Ck Canyon (2 weeks?). In kind from BLM staff coordinating, leading effort.	$15,000.00	$0.00	$5,000.00	2023
Contractual Services	BLM: Grand County Weed Dept conducts Ravenna Grass removal work in Mill Ck Canyon throughout the year. Other funding from UDWQ. 10K, 10K, 0	$10,000.00	$0.00	$5,000.00	2023
Contractual Services	BLM: Local contractor plan/ construct erosion control structures in gullied areas of Mill Ck Canyon. Other funding from UDWQ. In kind from BLM staff coordinating, monitoring this effort.	$50,000.00	$0.00	$5,000.00	2023
Seed (GBRC)	BLM: upland grass/ forbes/ shrub mix for Mill Ck Canyon	$2,100.00	$0.00	$0.00	2023

Item	Description	WRI	Other	In-Kind	Year
Personal Services (permanent employee)	BLM: BLM staff plan, coordinate, implement project, conduct pre and post treatment monitoring. Other funding from UDWQ and local groups who provide technical specialists to assist in monitoring efforts.	$0.00	$0.00	$10,000.00	2023
Contractual Services	RRR assistance with private land owners, interagency monitoring and youth corps work	$25,500.00	$24,000.00	$12,000.00	2023
Seed (GBRC)	Seed for various locations in the watershed	$10,000.00	$0.00	$0.00	2023
Seed (not from GBRC)	Seed procured by private land owners not through GBRC for restoration work	$0.00	$5,000.00	$0.00	2023
Equipment Rental/Use	Survey equipment to use (on loan from BLM and/or RRR and/or USFS) and possible purchase of GPS equipment to reduce staffing needs for repeat surveying	$3,000.00	$2,000.00	$3,000.00	2023
Contractual Services	Youth corps work (anticipate 22 weeks+) to assist with tree removal, micro erosion control structures, planting and seeding. In Kind from land owners and Team Rubicon project. (RRR)	$99,000.00	$0.00	$141,500.00	2023
Contractual Services	GCWD to assist with Ravenna grass and other noxious weeds on private lands throughout the project area.	$10,000.00	$0.00	$2,000.00	2023

Item	Description	WRI	Other	In-Kind	Year
Personal Services (permanent employee)	In kind contributions from various agencies (split out in budget below) for monitoring, assisting with fire monitoring during work, and other. (RRR)	$0.00	$0.00	$35,250.00	2023
Contractual Services	FFSL: 8 Weeks of Conservation Corps work clearing 13 acres of first entry Russian olive alongside seasonal FFSL Crew. $4500/week	$18,000.00	$18,000.00	$0.00	2023
Personal Services (permanent employee)	FFSL: Funding for WUI coordinator to oversee seasonal and UCC crews removing olive.	$4,500.00	$0.00	$0.00	2023
Materials and Supplies	FFSL: Herbicide, chainsaw parts, and fuel for olive removal.	$1,500.00	$0.00	$0.00	2023
Motor Pool	FFSL: Vehicle mileage costs for travel to and from worksites.	$500.00	$0.00	$0.00	2023
Contractual Services	USU Moab Extension to continue and expand monitoring in recovery in the burned areas. Work will be supported by all agencies with USU seasonal hires helping with data collection	$12,000.00	$0.00	$7,011.00	2023
Equipment Rental/Use	Use of GCD chipper in Pack Creek Ranch and other areas; hourly rate	$3,000.00	$0.00	$0.00	2023
Equipment Rental/Use	Rental of Brush Mowers to mitigate fine fuels in various parts of the watershed to improve passive native plant recovery. (RRR)	$5,000.00	$0.00	$2,500.00	2023

Item	Description	WRI	Other	In-Kind	Year
Materials and Supplies	Plant Materials (RRR); match is from land owners and other sources	$4,210.00	$3,500.00	$0.00	2023

Funding

WRI/DWR	Other	Funding Total	In-Kind	Grand Total
$354,510.00	$67,200.00	$421,710.00	$268,261.00	$689,971.00

Source	Phase	Description	Amount	Other	In-Kind	Year
Utah State University (USU)		Permanent staff support for seasonal workers to implement project monitoring with USGS, BLM, USFS and others	$0.00	$0.00	$7,011.00	2023
Rim to Rim Restoration		RRR funds from landowners and also RRR provided equipment, in kind is office support etc.	$0.00	$22,500.00	$12,000.00	2023
U.S. Geological Survey (USGS)		permanent staff support for monitoring protocol, data management and analysis	$0.00	$0.00	$8,000.00	2023

Source	Phase	Description	Amount	Other	In-Kind	Year
Private		Moab Valley Fire District to assist with monitoring work areas when mowing in times of fire hazards, assistance with GCD chipper maintenance and other MVFD supprot	$0.00	$0.00	$7,500.00	2023
Grand County Weed Department		equipment and staff support	$0.00	$0.00	$2,000.00	2023
BLM Fuels (Canyon Country)		Anticipated support and participation by BLM Fire during Team Rubicon event in March 2023	$0.00	$0.00	$9,750.00	2023
BLM CWWR		BLM Staff time for work in Mill Ck Canyon	$0.00	$0.00	$30,000.00	2023
United States Forest Service (USFS)		Matching funding from USFS' Landscape Scale Restoration program.	$0.00	$29,200.00	$0.00	2023
United States Forest Service (USFS)		Forest Service pile burning base funding, equipment and supplies	$0.00	$0.00	$35,000.00	2023

Source	Phase	Description	Amount	Other	In-Kind	Year
Rim to Rim Restoration		mower rental and maintenance support is in kind; match is funds to help purchase GPS survey equipment for inter agency use & plant materials bought with other funds	$0.00	$5,500.00	$0.00	2023
United States Forest Service (USFS)		survey equipment use	$0.00	$0.00	$1,500.00	2023
Private		Seed purchased by land owners not through GBRC	$0.00	$5,000.00	$0.00	2023
Private		Labor and other expenses from land owners and coordinated through Team Rubicon event anticipated in March 2023	$0.00	$0.00	$141,500.00	2023
BLM (Aquatics)		G Bissonette and A Aubry time assisting with channel morphology monitoring	$0.00	$0.00	$4,000.00	2023

Source	Phase	Description	Amount	Other	In-Kind	Year
BLM Fuels (Canyon Country)		J Jew or other assistance with upland monitoring program coordinated with USU, USGS and RRR	$0.00	$0.00	$2,000.00	2023
United States Forest Service (USFS)		D Lay assistance with channel morphology monitoring	$0.00	$0.00	$4,000.00	2023
Private		Priavte land owner (J Mattson) assisting with channel morphology monitoring and potential private landowner funds assistance connected to EWP project	$0.00	$1,500.00	$4,000.00	2023
Other		Assistance from Moab Solutions for trash cleanup and other improvements in the powerdam area of Mill Creek (BLM)	$0.00	$3,500.00	$0.00	2023
Utah's Watershed Restoration Initiative (UWRI)		Total ask from WRI.	$354,510.00	$0.00	$0.00	2023

Species

Species	"N" Rank	HIG/F Rank
Allen's Big-eared Bat	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Low

Big Free-tailed Bat	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Low

Big Free-tailed Bat	N3	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Black Rosy-finch	N4	

Threat	Impact
Habitat Shifting and Alteration	Medium

Bluehead Sucker	N4	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Species	"N" Rank	HIG/F Rank
Bluehead Sucker	N4	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Bluehead Sucker	N4	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Bluehead Sucker	N4	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Elk		R2

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Flannelmouth Sucker	N3	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Flannelmouth Sucker	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Flannelmouth Sucker	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Flannelmouth Sucker	N3	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Golden Eagle	N5	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Golden Eagle	N5	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Wild Turkey		R1

Species	"N" Rank	HIG/F Rank

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Mule Deer		R1

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Roundtail Chub	N3	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Roundtail Chub	N3	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Roundtail Chub	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Roundtail Chub	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Invasive Plant Species – Non-native	Medium

Southwestern Willow Flycatcher	N1	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	Medium

Southwestern Willow Flycatcher	N1	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Southwestern Willow Flycatcher	N1	

Threat	Impact
Invasive Plant Species – Non-native	High

Western Yellow-billed Cuckoo	N3	

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Western Yellow-billed Cuckoo	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Habitat Shifting and Alteration	Medium

Western Yellow-billed Cuckoo	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Habitats

Habitat
Aquatic-Scrub/Shrub

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Aquatic-Scrub/Shrub

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Gambel Oak

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Habitat

Mountain Sagebrush

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Mountain Sagebrush

Threat	Impact
Problematic Plant Species – Native Upland	Very High

Riverine

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Riverine

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Project Comments

Completion

Start Date:

End Date:

FY Implemented:

Final Methods:

Project Narrative:

Future Management:

Map Features

ID	Feature Category	Action	Treatement/Type
11279	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
11282	Affected Area		
11283	Affected Area		
11284	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
11314	Terrestrial Treatment Area	Planting/Transplanting	Container stock
11315	Terrestrial Treatment Area	Herbicide application	Spot treatment
11315	Terrestrial Treatment Area	Mowing	Other
11315	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter
11317	Terrestrial Treatment Area	Herbicide application	Spot treatment
11317	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and chip
11318	Terrestrial Treatment Area	Herbicide application	Spot treatment
11318	Terrestrial Treatment Area	Planting/Transplanting	Container stock

ID	Feature Category	Action	Treatement/Type
11318	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and chip
11358	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter
11361	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter
11362	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter
11386	Terrestrial Treatment Area	Prescribed fire	Pile burn

Project Map

11314
11315
11282
11318
11317
11279
11284
11386
11361
11362

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

TITLE:	Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Division of Wildlife Resources, under Watershed Restoration Initiative project #5968 Dolores River Restoration 6.0
FISCAL IMPACT:	Matching in kind with time and equipment
PRESENTER(S):	Elizabeth (Izzi) Weimholt, Grand County Weed Supervisor

Prepared By:

Elizabeth (Izzi) Weimholt,
Grand County Weed Supervisor
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FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed agreement between Grand County (Grand County Weeds Department, GCWD) and the Utah Department of Natural Resources, Division of Wildlife Resources (UDWR) as presented, and authorize the Chair to sign all associated documents.

BACKGROUND:

This agreement funds up to $11,000 for noxious weed abatement by the Grand County Weeds Department on the Dolores River, provided by the Utah Watershed Restoration Initiative (WRI) grant and administered by the Utah Division of Wildlife Resources (UDWR). The timeline for this project is July 1, 2022 through June 30, 2023

ATTACHMENT(S):

Agreement - WRI 5968 Dolores River Agreement FY23 GCWD UDWR.pdf
Project Proposal - WRI 5968 Attachment_B Dolores River Project Proposal.pdf

Cooperative Agreement

BETWEEN
GRAND COUNTY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Grand County for completion of the *Dolores River Restoration 6.0 - Utah (#5968)* proposed through the Watershed Restoration Initiative (WRI).

The Parties agree as follows:

The term of this Agreement will be from July 1, 2022 through June 30, 2023, or Fiscal Year 2023 (FY 2023).

1. UDWR will:
    a. Provide up to $11,000 for the completion of the *Dolores River Restoration 6.0 - Utah (#5968).*
    b. UDWR will assist with project entering of completion reports as needed.

2. Grand County will:
    a. Treat Knapweed and other invasive weeds utilizing both non-herbicide as well as herbicide treatment strategies on the Dolores River, Utah.

    b. Project activities will be completed by June 30, 2023.

    c. Work with the project managers to submit a completion report in the WRI online database within 3 months of completion of project or by August 31, 2023.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

_____	_____
Grand County	Date
_____	_____
Division of Wildlife Resources/Deputy Director	Date
_____	_____
Division of Wildlife Resources/Financial Manager	Date
_____	_____
State of Utah/Division of Finance	Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.

2. **LAWS AND REGULATIONS:** Each Party shall responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.

3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.

4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.

5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.

6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred,

suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

ATTACHMENT B – PROJECT PROPOSAL

UTAH's WATERSHED RESTORATION INITIATIVE

Dolores River Restoration 6.0 - Utah

Project ID: 5968
Status: Proposed
Fiscal Year: 2023
Submitted By: N/A

Project Manager: Gabriel Bissonette
PM Agency: Bureau of Land Management
PM Office: Moab
Lead: Bureau of Land Management
WRI Region: Southeastern

Description:

This project will help enhance and restore 224 acres along the Dolores River in Grand County through: (1) Woody invasive removal underneath two large cottonwood galleries with vehicle access and additional removal in raft-only accessible areas; (2) Control of herbaceous weeds & tamarisk re-sprouts using a combination of herbicide application and seeding; (3) Native Fish Sampling within newly reconnected side channel at the berm site, and (4) Active revegetation of native woody species.

Location:

Work will occur on prioritized sites along the Dolores River, between the State-line site (river-mile 149) and Robert's Bottom (river-mile 170), in Grand County, Utah. Sites have been prioritized based on DRRP's ecological, social, feasibility criteria, and locations of side channel/confluence habitat. For more specifics on locations of specific restoration treatments, please refer to the accompanying map and/or the project details page.

Project Need

Need For Project:

The establishment of tamarisk, Russian olive, and other non-native invasive plants along the Dolores River during the 20th century negatively impacted riparian and aquatic habitats. Dense stands of tamarisk displaced native plants, degraded fish and wildlife habitat, reduced forage for livestock and wildlife, limited human access to the river, interfered with the natural fluvial processes of the river and increased the risk of severe wildfires within native cottonwood stands. The impacts of tamarisk on aquatic habitats are sometimes not fully quantified, but tamarisk tends to eliminate side channel and backwater habitats that provide critical spawning and nursery habitat for native fish, particularly in regulated rivers, by trapping sediments, reducing in-stream habitat complexity in a manner that negatively impacts rare native fishes, and reducing the input of key nutrients that support aquatic food webs (Graf 1978, Geological Society of American Bulletin 89:1149-1501; Bailey et al. 2001, Wetlands 21:442-447; Keller et al. 2014, Environmental Management 54:465-478). Inventory and monitoring of

riparian habitats by Tamarisk Coalition (now RiversEdge West) and the University of Denver revealed a pattern of establishment and spread of very dense stands of tamarisk accompanied by the displacement of diverse native plant communities along major stretches of the Dolores River. Beginning in 2009, the Dolores River Restoration Partnership (DRRP), which includes participants from a variety of public and private organizations (including four BLM field offices in Utah and Colorado), identified and began treating over 1,900 acres of impacted riparian habitat dominated by tamarisk and other invasive plants in an effort to restore native vegetation and improve the quality of riparian and riverine habitats. The DRRP continues to treat tamarisk and other noxious woody and herbaceous vegetation upstream in Colorado and has completed 1,931 acres of initial tamarisk removal, 2,600 acres of tamarisk re-sprouts, 3,767 acres of secondary weed treatments, and 612 acres of active revegetation since 2009 in Colorado and Utah. The proposed project builds upon previous efforts and is needed to complete the initial removal of tamarisk underneath mature cottonwood galleries that occur within larger cottonwood gallery complexes. This project will also provide follow-up maintenance of woody invasive re-sprouts at other sites including the recently inundated side-channel portion of the berm removal site that provides important habitat for juvenile native fish. Finally, this project seeks to enhance understory conditions at several previously treated areas by treating secondary weeds and revegetating certain sites with native tree cuttings and seed. One area where maintenance and enhancement activities will occur is at the berm site at Stateline between river mile 150-151. The flow path of the newly reconnected side channel is now evident, particularly in 2019 with high flows, and previous work to clear the flow path of non-natives was successful. Very little follow-up maintenance is required at this time except for isolated individual Russian olives re-sprouts. Minimal maintenance efforts at this site will prevent re-infestation and proliferation of Russian olive and will continue to allow the side channel to flow freely when hydrologic conditions allow. Initial invasive removal focusing on removing ladder fuels and competition underneath and adjacent to the native cottonwood stand across from the berm site (river right) was completed in 2019 and and 2020 under the Dolores 3.0 and 4.0 projects. Native shrubs are also prolific at this site mixed in with the tamarisk. One more season of work is necessary to complete the removal of both tamarisk and Russian olive at this location. In the Beaver Creek to Rio Mesa reach (river mile 155-160), 2 sites have been prioritized for initial removal efforts and 4 sites from 2018/2019 will be evaluated and treated for re-sprouts. The establishment of tamarisk in this area has altered fluvial processes and increased rates of sedimentation, leading to the loss of the side channel, which historically served as important spawning and juvenile habitats for sensitive and endangered fishes. Impacts to native riparian vegetation and wildlife have been equally significant. Many of these areas have an adequate cover of native species and are expected to recover through passive regeneration. These 6 sites can only be accessed by raft during high water which coincides with the presence of Southwestern Willow Flycatcher. Similar to our 2017 (Dolores 1.0) and 2019 (Dolores 3.0) campaign, a bird biologist will need to assess bird occupancy ahead of the raft crews. Three "contingency" units have been identified in the Rio Mesa to the Colorado River Confluence reach between river mile 163-165. If the upstream raft units can't be treated because of the presence of SWFL then work will be initiated on these sites. A raft trip was not possible in 2020 or 2021 under the Dolores 4.0 and 5.0 projects due to a lack of flows to allow a boat through. If flows in 2023 are not adequate to boat crews in, those resources will be allocated to upstream Roberts Bottom site during the same time frame. That also includes conducting bird surveys to ensure that no nesting birds are impacted by restoration activities. Initial removal of non-native tamarisk will continue upstream of Robert's Bottom on river left clearing out ladder fuels and competition from underneath a large cottonwood gallery and around the diverse native shrub understory. These treatments are

important management tools to help restore native riparian vegetation as a means of improving fluvial processes, increasing the quality of riparian vegetation for wildlife and livestock, and reducing fire danger. It is estimated work here will be required for at least two more years.

Objectives:

The overall objective of this project is to restore riparian and aquatic habitats along the Dolores River to a more diverse, functional, self-sustaining, and resilient condition. Progress will be assessed based on DRRP's long-term ecological objectives: reducing live tamarisk to less than 5 percent of the vegetation cover; reducing other invasive, non-native plants to less than 15 percent of the vegetation cover; maintaining total vegetation cover equal to or greater than 30 percent; and documenting passive recruitment of native plants towards species-specific thresholds in the riparian corridor. Social and economic objectives also play a role in this project. Hiring local contractors and youth conservation crews are central to on-the-ground work, in order to put money in small rural economies and provide training and skills to youth interested in environmental stewardship.

Threats / Risks:

A variety of threats that have degraded riparian habitat along the Dolores River in Utah will be addressed with this proposed work. Motorized forms of recreation have damaged native plant communities and spread noxious weeds at the Stateline and Roberts Bottom sites. Dense stands of tamarisk have increased fuel loads and, with their deep root systems, altered the sediment transport balance and simplified riverine habitat along vast stretches of the twenty-two miles of the Dolores River's course in eastern Utah. Many of these stretches are also dominated by a suite of invasive, non-native plants that accompany tamarisk, such as Russian knapweed and kochia. By improving the diversity and health of the plant community in the historic floodplain, habitat improvements supporting aquatic species (e.g. better nutrient inputs and increased habitat diversity for desert fish), riparian species (e.g. enhanced cover and food for migrating southwestern willow flycatchers), and upland species (e.g. forbs in the upper river terraces for big-horn sheep) will occur. Currently, the biggest risk is not building on past investments effectively to restore native plant communities to a healthier, increasingly self-sustaining level. In some of the areas proposed within this project, invasive plant densities are yet reduced to a level of low-intensity maintenance; failure to build on past work in these areas in a timely manner will detract from previous restoration efforts and increase costs down the road for improving habitat and reducing fuel loads. Increased intensity and frequency of wildfires is a large risk, in particular, the potential to burn cottonwood galleries, which are critical to riparian health and provide habitat. Based on reduced spring peak flows from upstream diversions and drought, cottonwoods are less-likely to naturally propagate as abundantly as in the past (Coble and Kolb, 2012.) Increased recreational use also increases the potential for accidental human caused fires. As such, it is critical this project protects naturally occurring cottonwoods from catastrophic, ecosystem changing wildfire.

Relation To Management Plan:

(1) The Moab Field Office's Programmatic Invasive Species Management Plan (PISMP) uses an integrated pest management approach to eradicate, contain, control, and prevent targeted weeds within the MFO. The desired goal is to contain or control the spread of invasive species, and eradicate species that pose the greatest threat to the biological diversity within the MFO, and prevent any new weeds from becoming established by utilizing a wide range of treatment options (i.e. mechanical,

manual, herbicide, etc.). The resulting pro-active management of these plants would promote the areas ecosystem health and promote diverse native communities by maintaining and improving native forbs and grass species, increasing the regeneration of native cottonwoods and willows in riparian corridors, and ultimately preventing the loss of wildlife habitat, species diversity, and wildfire risk. (2) Moab BLM Resource Management Plan (RMP) prioritizes management of riparian vegetation and emphasizes the control of noxious weeds, prevention of the spread of invasive species, and restoration of vegetated areas. Reduction of tamarisk and restoration of native riparian vegetation addresses management objectives for improving the quality and health of riparian habitats while improving the quality of resources used in recreation and reducing fuels in a manner that decreases the likelihood and severity of wildfires. Specific management decisions in the RMP that are directly related to the primary objectives of the proposed project include RIP-9, which calls for restoring riparian vegetation "through biological, chemical, mechanical, and manual methods (e.g., tamarisk control, willow plantings)," and RIP-16, which calls for implementation of strategies to "restore degraded riparian communities" and "protect natural flow regimes." (3) The project addresses goals and objectives of the BLM Utah Riparian Policy, which states that "riparian areas are to be improved at every opportunity." (4) The Wildlife Action Plan (WAP) for the State of Utah identifies lowland riparian habitat as being highest priority for conservation and restoration. UDWR has designated segments of the Dolores River corridor as "essential habitat" due to its cottonwood gallery, high avian biodiversity, importance as turkey habitat and deer winter range, importance to breeding and overwintering waterfowl, and use by bald eagles and peregrine falcons. Page 58. Improving Condition (of Aquatic-Forested habitat) A good strategy for management may include the following elements: * Promoting policies that maintain or restore natural water and sediment flow regimes. * Promoting policies that reduce inappropriate grazing by domestic livestock and wildlife. * Promoting policies that reduce inappropriate siting of roads in riparian zones. * Promoting policies that reduce inappropriate residential and commercial development in floodplains. * Continuing the use of appropriate methods for reducing the spread and dominance of invasive weeds, including "early detection -- rapid response" programs.] (5) The Range-wide Conservation Agreement and Strategy for Roundtail Chub Gila robusta, Bluehead Sucker Catostomus discobolus, and Flannelmouth Sucker Catostomus latipinnes (UDWR Publication 06-18) includes an objective of enhancing and maintaining habitat for each of the three species. Tamarisk removal and side channel restoration has been an important component of this effort in other parts of Utah. All three of the "three species" are present in the Dolores River. (6) The proposed project supports the goals of DRRP's 2010 Dolores River Riparian Action Plan and 2015 DRRP Transition Plan for Monitoring and Maintenance, which outline restoration goals, objectives, and methods for restoring and managing 175 miles of the Dolores River from McPhee Reservoir in Colorado to the confluence with the Colorado River in Utah. (7) The Utah Mule Deer Statewide Management Plan calls for an emphasis on improving riparian habitat and use of seed mixes that include sufficient forbs and browse species (Habitat Objective 2). (8) Pursuant to the Utah Noxious Weed Act, Section 7, to every person who owns or controls lands in Grand County, Utah, that noxious weeds standing, being, or growing on such land shall be controlled and the spread of same prevented by effective cutting, tillage, cropping, pasturing, or treating with chemicals or other methods, or combination methods, or combination thereof, approved by the County Weed Supervisor, as often as may be required to prevent the weed from blooming and maturing seeds, or spreading by root, root stalks or other means. Listed species that DRRP will manage include hoary cress, tamarisk, Russian knapweed, and Russian olive. (9) Middle Colorado River Watershed Cooperative Weed Management Area Cooperative Agreement - partnering organizations working along the Dolores River work towards the CWMA's goal "to promote an integrated weed management

program throughout the MCRW-CWMA that includes public relations, education and training in the non-native invasive weed arena as well as inventory, monitoring, controlling and preventing the spread of non-native invasive weeds, sharing of resources, and designing other desirable resource protection measures relative to weed management." (10) BLM Healthy Lands Initiative: The DRRP project area has been identified as a focal area of this vegetation-resources enhancement initiative to restore and improve the health and productivity of western public lands. The Healthy Lands strategy increases the effectiveness and efficiency of vegetation enhancement treatments by focusing on treatments on a significant percentage of lands -- both Federal and non-Federal -- within six geographic locations, rather than focusing on the local project level. The strategy increases opportunities to leverage cooperative solutions across ownership's and jurisdictions. (11) U.S. Fish & Wildlife Service Utah Partners for Fish and Wildlife Program Strategic Plan: This project falls within a priority area, priority habitat (riparian), and addresses threats to priority species (SWFL and YBCU).

Fire / Fuels:

Establishment of dense stands of dead/dying tamarisk greatly increases the likelihood of destructive wildfires, especially in the vicinity of campsites and other locations of concentrated human activity. A major benefit from this project will be the reduction of unnaturally high fire risk by clearing tamarisk away from cottonwood galleries and campsites and from thinning tamarisk in a manner that creates fire breaks and allows native vegetation to recolonize. Russian knapweed can increase in biomass and ground cover after a fire because of it's adaptations to disturbance and knapweed growing points are below ground. A wildfire in this area without treatment would further spread noxious knapweed.

Water Quality/Quantity:

Municipalities downstream of the Dolores River, namely Moab, Utah, may benefit from decreased salinity inputs and increased filtration via a healthier riparian habitat. Large-scale tamarisk removal has the potential to improve water quality by reducing the salinity-concentrating effects of tamarisk infestations on Dolores River riparian habitats. Tamarisk removal techniques have been adapted, over several years of experience, to minimize soil disturbance and protect water quality. Further, improving floodplain connectivity helps remove sediment and pathogens, increases allochthonous nutrients that stimulate natural nitrogen and phosphorus cycling (Wolf et al. 2012), Installation and fostering of native-species container plants and pole cuttings will further stabilize river banks and riparian soils. And, since tamarisk and Russian knapweed have high rates of evapotranspiration, the long-term conversion to (mesic) native vegetation on Dolores River floodplains will yield water quantity savings in the river. Removal of tamarisk and Russian olive has been linked to saving water and over time water quality increases (Shafroth et al. 2009).

Compliance:

A Determination of NEPA Adequacy (DNA) is completed and is tiered to the BLM Moab Field Office Programmatic Invasive Species Management Plan (2016) and will conform to its stipulations and restrictions. Consultation with BLM archaeologists has already occurred. The BLM Moab Pesticide Use Plan has also been approved for the Dolores. ESA Section 7 Consultation occurred with the USFWS and wildlife surveys will be conducted prior to any spring work or work will commence after nesting season. An EA will be prepared for the prescribed grazing component but NEPA has been completed for all other actions associated with this proposal.

Methods:

Sites have been selected based on DRRP's prioritization criteria that consider ecological, social, and feasibility factors. The methods outlined below are organized from upstream to downstream. STATELINE (Vehicle Accessible): Cottonwood Gallery Across from the Berm Site (River Right): 1.2 acres of initial tamarisk removal from underneath and adjacent to a large cottonwood gallery was completed in the fall of 2019 under the Dolores 3.0 project and another 3.1 acres was completed in 2020 under Dolores 4.0. Re-sprouts and additional removal of tamarisk was completed on 82.5 acres in 2020/21 under the Dolores 4.0 project. Additional work is required to finish removing roughly 2 acres of dense tamarisk and dispersed Russian olive in order to reduce competition and eliminate ladder fuels. Removal is conducted by Conservation Corps crews using a cut-stump method. After cutting tamarisk trees with chainsaws, crews apply herbicide (Triclopyr, Glyphosate) to the freshly cut tamarisk stumps during the fall (September - early November) of 2021. Areas underneath cottonwood galleries are treated with 100% removal. To protect previous investments, any resprouts from previous work will be treated with a basal bark/foliar treatment. For more detailed information please reference the statement of work and map associated with this site in the Documents/Images tab. Cottonwood cuttings will be taken from above Robert's Bottom in 2021 and planted at this site in open areas in order to help facilitate re-growth. There are a few areas that do not have any mature native trees. therefore this will assist in the restoration of this site. Additionally, native seed will be broadcast here over 4 acres. As noted in the 4.0 and 5.0 report, Southwest Willow Flycatcher (or another willow flycatcher) was observed at this site in early 2021, which makes habitat restoration here a priority for project partners. BERM SITE (River Left): The upstream end of the gravel berm was removed in February of 2019 and water flowed through the historic channel. The flowpath was cleared of tamarisk and Russian olive in previous project phases to allow for improved hydrological function when reconnected. This site now has a functioning side channel with cottonwood regeneration, sedges and rush colonization, and utilization by red-spotted and woodhouse toads, fish, beaver, bear, and mountain lion. In March, 2020 15 gross acres of Russian olive re-sprouts were treated by the DRRP strike team. Future work at and around this site consists of the removal/re-treatment of Russian olive trees as needed, using a cut-stump/lop and scatter method. Removal of these few trees is important to eliminate Russian olive at this site and protect the previous investments from future invasion. Russian olive will also be spot treated in and around this site. For more detailed information please reference the statement of work and map associated with this site in the Documents/Images tab. BEAVER CREEK to RIO MESA REACH & CONTINGENCY UNITS (Raft-Accessible): In the Beaver Creek to Rio Mesa reach (river mile 155-160), 2 sites have been prioritized for initial removal efforts (8.4 acres) and four sites from 2018/2019 will be evaluated and treated for resprouts (9.3 acres). Removal is conducted by Conservation Corps crews using a cut-stump method. After cutting tamarisk trees with chainsaws, crews apply herbicide (Triclopyr or Glyphosate) to the freshly cut tamarisk stumps during the fall (September - early November) of 2021. To protect previous investments, any resprouts from previous work will be treated with a basal bark/foliar treatment. These sites can only be accessed by raft during high water which coincides with the presence of Southwestern Willow Flycatcher. Similar to our 2017 (Dolores 1.0) and 2019 (Dolores 3.0) campaign, a bird biologist will need to assess bird occupancy ahead of the raft crews. Three "contingency" units have been identified in the Rio Mesa to the Colorado River Confluence reach between river mile 163-165. If the upstream raft units can't be treated because of the presence of SWFL then work will be initiated on these sites. A raft trip was not possible under the Dolores 3.0 project in the spring of 2020 due to very low flows. A mosaic treatment approach consisting of the removal of 30-50% of the tamarisk biomass is applied in monotypic

tamarisk stands. The mosaic treatment of tamarisk will be implemented as a way of reducing tamarisk density while maintaining the degree of soil stability and partially shaded micro-climates necessary to provide conditions beneficial to riparian wildlife and native plants. This strategy, which incorporates the presence of the tamarisk-leaf beetle (a biological control agent), is expected to reduce tamarisk densities in a manner that allows native trees, shrubs, perennial grasses, and herbaceous vegetation to become reestablished. Results from a 2010-2014 DRRP pilot study conducted upriver in the Uncompahgre BLM Field office support using this site-specific integrated-pest management strategy. ROBERT'S BOTTOM & UPSTREAM COTTONWOOD GALLERY (River Right): In an effort to integrate more tools into the Integrated Pest Management (IPM) toolbox for addressing herbaceous weeds, this proposal intends to utilize prescribed grazing with goats to address Kochia and knapweed infestations at Robert's Bottom and at the cottonwood gallery just upstream (100 acres). Using goats as a biological control for weed infestations has many potential environmental and economic benefits including being safer than herbicide, benefitting local goat farmers, and cutting-back native shrubs. Goats are also much easier to control than other biological agents. Goats will be applied when knapweed infestations are "in bloom" to reduce seedhead production. Native seed will be applied prior to the treatment to allow hoof activity to work the seeds into the soil. 2.2 acres of woody invasive removal was completed at the cottonwood gallery upstream of Robert's Bottom in 2019, 1.1 acres in 2020 and 2.15 in 2021. Additional work is required to finish removing the 10.2 acres of tamarisk and Russian olive in order to reduce competition and eliminate ladder fuels. Removal is conducted by Conservation Corps crews using a cut-stump method. After cutting tamarisk trees with chainsaws, crews apply herbicide (Triclopyr or Glyphosate) to the freshly cut tamarisk stumps during the fall (September - early November) of 2020. Areas underneath cottonwood galleries are treated with 100% removal. To protect previous investments, any re-sprouts from previous work will be treated with a basal bark/foliar treatment. For more detailed information please reference the statement of work and map associated with this site in the Documents/Images tab. LAKE BOTTOM (River Right) Across from Robert's Bottom, Lake Bottom is 9.9 acres of private land. Secondary weeds have been treated in 2018, and in 2019 by the landowner. An additional 1 acre of tamarisk re-sprouts was treated in 2020 under 4.0. The main project goal is to remove any initial stands of tamarisk and re-treat re-growth areas that have been previously treated as well as continue to treat secondary weeds. If any Russian olive is present that will also be eradicated. Prioritization is given to areas underneath and surrounding native vegetation, specifically Freemont cottonwood. When cleaning beetle-infested tamarisk, a mosaic method is used in order to leave shade to assist passive recruitment of native species. Primarily, treatments will be a mixture of basal bark for small tamarisk-re-growth, and cut-sump or frill cut method for larger tamarisk or Russian olive trees. These treatments will protect native plant restoration through decreased competition, protect native plants from fire risk, promote passive restoration through decreased competition, and slow the growth of tamarisk and Russian olive. OTHER INFORMATION: Seeding will be conducted in targeted sites (e.g., where there is bare soil, in tamarisk slash piles, and in kochia infestations) to impede re-encroachment of invasive plants as well as to improve forage for livestock and habitat for wildlife. Species have been selected based on successes of previous re-vegetation efforts along the Dolores River and on recommendations from UT-DWR during last year's WRI comment period. Active re-vegetation (e.g., species, micro-site selection, & planting methods) will be conducted at certain sites to address specific restoration objectives and based on lessons learned and shared during past DRRP Implementation Committee meetings.

Monitoring:

Coordinated by the DRRP Coordinators and BLM employees, long-term monitoring of vegetation/riparian condition (rapid monitoring protocol), and breeding birds will be conducted at treatment sites to assess the effectiveness of the treatments and to guide future management efforts. BLM staff will be onsite at the beginning, during critical stages of the project, and near completion to ensure desirable results. Partners will be invited to do onsite visits as well to ensure increased input and share concerns. Data gathered will be available to upload into the WRI database for future analysis and review. Rapid Monitoring was developed specifically for the needs of the DRRP and includes the collection of non-native/native cover-class data, tamarisk cover, noxious weed invasions, presence of the tamarisk leaf beetle, wildlife presence, passive recruitment of native vegetation, and photos to document progress. Annually, this data is used to inform future management actions, track the effectiveness of various treatment methods, and engage various partners. Rapid monitoring of treatment sites accessible by vehicle was conducted in the Summer of 2020 and the Summer of 2021. No DRRP monitoring is planned until 2023. Please find the reports and photo point presentations in the images and documents section. The Southwest Conservation Corps (SCC) recruits and selects two-person roving teams to conduct vegetation and weed monitoring utilizing Collector for ArcGIS on tablets. This team also compiles monitoring and photo-point reports at the end of the monitoring season for BLM land managers. Training and oversight are co-managed between SCC and RiversEdge West. Partners from UT Division of Wildlife Resources and Colorado Parks and Wildlife will monitor the use of side-channel habitat by native fish species to evaluate success towards creating backwater habitat for juvenile fish, while partners from Bird Conservancy of the Rockies will continue long-term monitoring of how restoration work impacts avian communities via the Integrated Monitoring in Bird Conservation Regions program. The Grand County Weed Department completed the first season of quantitative pre-treatment (prescribed grazing) monitoring using a subset of the BLM Terrestrial AIM protocol at Robert's Bottom. Methods include line-point intercept cover and cottonwood belt density. The BLM Lentic AIM crew collected quantitative data on BLM in 2020 at the site upstream from Robert's Bottom and at Lake Bottom on BLM. Lentic protocols include soil pit verification, line point intercept cover, vegetation height, and species richness. Additional, sites may be located within other project areas, budget permitting. Partners from the Grand County Weed Department will implement the phenological monitoring in the spring of 2020 (in-kind funds) at Robert's Bottom to determine the best window to implement the prescribed grazing in 2021. GCWD will also monitor pre- and post-treatment conditions following the prescribed grazing treatment.

Partners:

In 2015, thirty local, state, federal, and private organizations signed a five-year memorandum of understanding (MOU) committing to protecting and building on shared investments in the collaborative restoration of the Dolores River through 2020. The Dolores River Restoration Partnership (DRRP) promotes riparian restoration along almost 200 miles of the river corridor, monitors progress, and coordinates with numerous other conservation activities in the watershed. Nine of these partners play active roles in the project: RiversEdge West (formerly Tamarisk Coalition): as chair of the DRRP Implementation Subcommittee and DRRP Science and Monitoring Subcommittee, this non-profit organization works with partners to plan, execute, and monitor restoration work across public and private boundaries throughout the partnership's project area. Grand County Weed Department: this local agency conducts re-treatments of tamarisk and herbaceous weeds, monitoring work, as well as provides technical assistance (e.g., sharing findings from biological control monitoring) to inform restoration work. University of Utah Rio Mesa Center: the University works with student groups to

foster education, research, stewardship, and restoration along the Center's portion of the Dolores River in the Utah Bottoms. Utah Division of Wildlife Resources: this state agency provides technical assistance to DRRP (e.g., surveying for side-channel revitalization project) and monitors the avian community along the Utah-portion of the Dolores River to increase understanding of how restoration affects bird species. US Fish and Wildlife Service Partners for Fish and Wildlife Program: this federal program coordinates with a significant private landowner at Lake Bottom, supports the Rio Mesa Center, and provides technical support that informs DRRP restoration strategies. Canyon Country Youth Corps: a program of the Four Corners School of Outdoor Education, CCYC hires and trains young adults to implement restoration work, including installation and repair of fencing, tamarisk control, and active revegetation of native plant species along the Dolores River in Utah. Conservation Legacy's Southwest Conservation Corps (SCC): working with CCYC and Western Colorado Conservation Corps, SCC hires and trains young adults to implement restoration work, including tamarisk control, active revegetation of native plant species, and monitoring of restoration projects. SCC's Watershed Programs Coordinator also helps with planning and field support for crews. Western Colorado Conservation Corps: working with the other two Corps programs, this non-profit organization hires and trains young adults to implement restoration work, including tamarisk control and treatment of Russian knapweed and hoary cress. National Wild Turkey Federation: has provided funding and in-kind support to foster stewardship and active re-vegetation along the Dolores River. While the Moab BLM is submitting this WRI proposal, it is worth noting that three other BLM field offices (Tres Rios, Uncompahgre, and Grand Junction in CO), two-state BLM offices (UT & CO), two district BLM offices (UT-Canyon Country & CO-Northwest), and the national office are all engaged partners, providing in-kind and/or financial support towards achieving the DRRP's shared ecological, social, economic, and management goals.

Future Management:

The project is part of a multi-year effort that will involve follow-up monitoring, active re-vegetation, and treatments to control remaining infestations of priority non-native, invasive plant species such as tamarisk, Russian olive, Russian knapweed, kochia, and hoary cress. Some temporary fence has already been constructed along the Dolores River where knapweed is common to assist with the treatment areas to lessen livestock presence while native plants establish. The long-term goal is to restore riparian and floodplain habitats along the lower Dolores River in a manner that creates diverse riparian communities comprised primarily of native plant species as a means of improving the condition and resiliency of riparian and aquatic habitats. This will require an adaptive management approach. Long-term, adaptive management strategies have been outlined in the DRRP Transition Plan for Long-Term Monitoring & Maintenance. A 2015, MOU signed by thirty partners affirms their commitment towards implementing the Transition Plan to build on seven years of restoration work to achieve a shared set of ecological, social, economic, and management goals through 2020. A subsequent MOU is currently being signed by partners; reaffirming the importance of the DRRP for another five years. The DRRP has continuously served as a nucleus for information, on-the-ground work, and by garnering additional funding. The private landowner in Lake Bottom has been working with the USFWS Partners Program for the last few years and currently has an agreement to manage and maintain the project area in a manner that benefits wildlife habitats. This agreement is for 10 years and under that agreement, USFWS will monitor the project annually and work with the landowner to ensure project success. Currently, the Lake Bottom property is not used for livestock grazing. Under the USFWS

agreement, the landowner has agreed that if in the future livestock will be used on the property that they will work with USFWS and other partners on a grazing plan.

Sustainable Uses of Natural Resources:

The removal of tamarisk, Russian knapweed, and other invasive vegetation species will allow multiple uses of the Dolores River and the surrounding landscape to be more sustainable for generations to come. Collectively, the actions in this project coupled with projects upstream in Colorado will make the Dolores a more resilient system in the long-term. This project will greatly benefit the riparian ecosystem, desert fish, birds, improve recreation, water quality, agriculture, and many other uses. The removal of tamarisk and Russian knapweed is expected to greatly benefit domestic livestock in three ways: First, it will facilitate the re-establishment of perennial grasses, native forbs, and shrubs that have much higher forage value than tamarisk. Past knapweed treatments upstream from the project area have led to the rapid re-establishment of perennial grasses, even in the absence of seeding. However, targeted broadcast seeding will be used to accelerate the recolonization of native grasses in selected areas where native grasses are sparse in habitat adjacent to the treatment site. Second, control of tamarisk can make managing livestock easier. Previously dense stands of tamarisk that have either been removed or thinned (depending on site-conditions) increases access for ranchers to monitor and manage cattle on public allotments. Therefore, grazing and animal distribution will increase since more riverbank is accessible for watering livestock and wildlife. Finally, since greater access to the river is available following tamarisk removal, it leads to less stress on previous riparian areas hammered with livestock watering. Third, Russian knapweed is known to be toxic to horses, potentially causing facial paralysis, malnutrition, dehydration, and necrosis (USDA Agr Info Bulletin Number 415). Controlling this noxious weed will reduce the potential for these and other livestock health issues. The private landowner in Lake Bottom has been resting the property but has had discussions with partners that if goals are met they would potentially like to discuss a holistic grazing strategy.

Budget

WRI/DWR	Other	Budget Total	In-Kind	Grand Total
$166,199.00	$5,800.00	$171,999.00	$14,600.00	$186,599.00

Item	Description	WRI	Other	In-Kind	Year
Contractual Services	Conservation legacy to help coordinate conservation corps, Strike Teams teams, and other Utah-based DRRP tasks. Other funding from Walton Family Foundation	$4,500.00	$2,500.00	$0.00	2023
Contractual Services	Active revegetation and seeding at above Roberts Bottom and across from Berm site. In-kind funding comes from RiversEdge West.	$6,500.00	$0.00	$500.00	2023

Item	Description	WRI	Other	In-Kind	Year
Contractual Services	Knapweed spraying by Grand County Weed Dept. at site upstream from Robert's Bottom on river left. Treatment to occur in completed cut-stump removal areas.	$2,200.00	$0.00	$800.00	2023
Contractual Services	May/June 2023 (Raft) - Funds for GCWD to spray herbaceous weeds with youth corps. (1) One 8-day trip with 2 GCWD crew members/1 raft treating units from Beaver Creek to Granite Creek and/or SWFL contingency units from Rio Mesa to Robert's Bottom.	$8,800.00	$0.00	$4,000.00	2023
Contractual Services	Fall 2023 (Vehicle) - Woody Invasive removal/seeding by Conservation Corps (8-10 person crew). (1) Five 4-day hitches at berm/cottonwood gallery across river. (2) Three 4-day hitches upstream of R. Bottom. (3) Two 4-day hitches at Lake Bottom.	$90,000.00	$0.00	$0.00	2023
Contractual Services	May/June 2023 (Raft) - Woody Invasive Removal by Conservation Corps. (1) One 8-day trip with 12-15 crew members treating units from Beaver Creek to Granite Creek and/or SWFL contingency units from Rio Mesa to Robert's Bottom.	$30,000.00	$0.00	$0.00	2023
Contractual Services	2023 Southwest Willow Flycatcher (SWFL) Protocol Surveys in May 2023	$5,999.00	$0.00	$0.00	2023

Item	Description	WRI	Other	In-Kind	Year
Contractual Services	Three weeks DRRP Strike Team to Treat berm site and other tamarisk re-sprouts and knapweed. Other funds come from Forever Our Rivers Foundation via RiversEdge West. In-kind time DRRP coordinators working to identify sites and provide supplies.	$9,000.00	$1,500.00	$500.00	2023
Materials and Supplies	Herbicide Supplies	$1,500.00	$0.00	$0.00	2023
Personal Services (permanent employee)	BLM - Project co-management and coordination by BLM Aquatic Habitats Staff: project implementation, monitoring, staff capacity and travel expenses. Pre-work meetings, herbicide, and logistical support of Conservation Corps.	$0.00	$0.00	$8,000.00	2023
Contractual Services	Project management and coordination by RiversEdge West (REW). Coordinate conservation corps, strike teams, monitoring efforts, and GIS. Cash match through RiversEdge West ROR grant and in-kind from REW Associate Director. (180 hours @ $42.74/hr)	$7,700.00	$1,800.00	$800.00	2023

Funding

WRI/DWR	Other	Funding Total	In-Kind	Grand Total
$166,199.00	$5,800.00	$171,999.00	$14,600.00	$186,599.00

Source	Phase	Description	Amount	Other	In-Kind	Year

Source	Phase	Description	Amount	Other	In-Kind	Year
RiversEdge West		REW capacity administering contracts, processing invoices, and managing contractors.	$0.00	$1,800.00	$1,800.00	2023
Forever Our Rivers		From Forever Our Rivers administered by RiversEdge West for maintenance work and DRRP Strike Team.	$0.00	$1,500.00	$0.00	2023
BLM (Aquatics)		BLM - Project co-management and coordination by BLM Aquatic Habitats Staff: project implementation, monitoring, staff capacity and travel expenses. Pre-work meetings, herbicide, and logistical support of Conservation Corps.	$0.00	$0.00	$8,000.00	2024
Walton Family Foundation		For Conservation Legacy's work coordinating maintenance and monitoring in Utah as part of the DRRP.	$0.00	$2,500.00	$0.00	2023
Grand County Weed Department		Labor provided by County-funded personnel	$0.00	$0.00	$4,800.00	2023

Source	Phase	Description	Amount	Other	In-Kind	Year
Utah's Watershed Restoration Initiative (UWRI)			$166,199.00	$0.00	$0.00	2023

Species

Species	"N" Rank	HIG/F Rank
Bluehead Sucker	N4	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Species	"N" Rank	HIG/F Rank
Bluehead Sucker	N4	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Species	"N" Rank	HIG/F Rank
Bluehead Sucker	N4	

Threat	Impact
Dam / Reservoir Operation	High

Species	"N" Rank	HIG/F Rank
Bluehead Sucker	N4	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Droughts	Very High

Bluehead Sucker	N4	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Bluehead Sucker	N4	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Bluehead Sucker	N4	

Threat	Impact
Sediment Transport Imbalance	Medium

Bonytail	N1	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Bonytail	N1	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	Medium

Bonytail	N1	

Threat	Impact
Dam / Reservoir Operation	High

Bonytail	N1	

Threat	Impact
Droughts	Very High

Bonytail	N1	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Bonytail	N1	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Bonytail	N1	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Sediment Transport Imbalance	Medium

Chukar		R3

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Chukar		R3

Threat	Impact
Invasive Plant Species – Non-native	High

Colorado Pikeminnow	N1	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Colorado Pikeminnow	N1	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	Medium

Colorado Pikeminnow	N1	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Dam / Reservoir Operation	High

Colorado Pikeminnow	N1	

Threat	Impact
Droughts	Very High

Colorado Pikeminnow	N1	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Colorado Pikeminnow	N1	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Colorado Pikeminnow	N1	

Threat	Impact
Sediment Transport Imbalance	Medium

Flannelmouth Sucker	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Flannelmouth Sucker	N3	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Flannelmouth Sucker	N3	

Threat	Impact
Dam / Reservoir Operation	High

Flannelmouth Sucker	N3	

Threat	Impact
Droughts	Very High

Flannelmouth Sucker	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Flannelmouth Sucker	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Invasive Plant Species – Non-native	Medium

Flannelmouth Sucker	N3	

Threat	Impact
Sediment Transport Imbalance	Medium

Wild Turkey		R1

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Mule Deer		R1

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Mule Deer		R1

Threat	Impact
Invasive Plant Species – Non-native	High

Mule Deer		R1

Species	"N" Rank	HIG/F Rank

Threat	Impact
OHV Motorized Recreation	Medium

Northern Leopard Frog	N5	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Medium

Northern Leopard Frog	N5	

Threat	Impact
Data Gaps - Vulnerability to Chytrid	NA

Northern Leopard Frog	N5	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Low

Northern Leopard Frog	N5	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Northern Leopard Frog	N5	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Invasive Wildlife Species - Non-native	High

Northern Leopard Frog	N5	

Threat	Impact
Sediment Transport Imbalance	Low

Razorback Sucker	N1	

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Razorback Sucker	N1	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	Medium

Razorback Sucker	N1	

Threat	Impact
Dam / Reservoir Operation	High

Razorback Sucker	N1	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Droughts	Very High

Razorback Sucker	N1	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Razorback Sucker	N1	

Threat	Impact
Invasive Plant Species – Non-native	Medium

Razorback Sucker	N1	

Threat	Impact
Invasive Wildlife Species - Non-native	Very High

Razorback Sucker	N1	

Threat	Impact
Sediment Transport Imbalance	Medium

Roundtail Chub	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Channel Downcutting (indirect, unintentional)	Low

Roundtail Chub	N3	

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Roundtail Chub	N3	

Threat	Impact
Dam / Reservoir Operation	High

Roundtail Chub	N3	

Threat	Impact
Droughts	Very High

Roundtail Chub	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

Roundtail Chub	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Invasive Plant Species – Non-native	Medium

Roundtail Chub	N3	

Threat	Impact
Sediment Transport Imbalance	Medium

Southwestern Willow Flycatcher	N1	

Threat	Impact
Data Gaps - Inadequate Understanding of Distribution or Range	NA

Southwestern Willow Flycatcher	N1	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Southwestern Willow Flycatcher	N1	

Threat	Impact
Invasive Plant Species – Non-native	High

Southwestern Willow Flycatcher	N1	

Species	"N" Rank	HIG/F Rank

Threat	Impact
OHV Motorized Recreation	High

Western Yellow-billed Cuckoo	N3	

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Western Yellow-billed Cuckoo	N3	

Threat	Impact
Data Gaps - Inadequate Understanding of Distribution or Range	NA

Western Yellow-billed Cuckoo	N3	

Threat	Impact
Inappropriate Fire Frequency and Intensity	Medium

Western Yellow-billed Cuckoo	N3	

Threat	Impact
OHV Motorized Recreation	Medium

Western Yellow-billed Cuckoo	N3	

Species	"N" Rank	HIG/F Rank

Threat	Impact
Problematic Plant Species – Native Wetland	High

Habitats

Habitat

Aquatic-Forested

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Aquatic-Forested

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Aquatic-Forested

Threat	Impact
Dam / Reservoir Operation	Medium

Aquatic-Forested

Threat	Impact
Invasive Plant Species – Non-native	Medium

Habitat

Aquatic-Forested

Threat	Impact
Sediment Transport Imbalance	Medium

Aquatic-Forested

Threat	Impact
Fire and Fire Suppression	Low

Aquatic-Scrub/Shrub

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Aquatic-Scrub/Shrub

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Aquatic-Scrub/Shrub

Threat	Impact
Invasive Plant Species – Non-native	Medium

Aquatic-Scrub/Shrub

Habitat

Threat	Impact
OHV Motorized Recreation	Low

Aquatic-Scrub/Shrub

Threat	Impact
Sediment Transport Imbalance	Medium

Aquatic-Scrub/Shrub

Threat	Impact
Fire and Fire Suppression	Medium

Riverine

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

Riverine

Threat	Impact
Channelization / Bank Alteration (direct, intentional)	High

Riverine

Habitat

Threat	Impact
Dam / Reservoir Operation	Medium

Riverine

Threat	Impact
Droughts	High

Riverine

Threat	Impact
Invasive Plant Species – Non-native	Medium

Riverine

Threat	Impact
OHV Motorized Recreation	Low

Riverine

Threat	Impact
Sediment Transport Imbalance	Medium

Project Comments

Comment	01/24/2022	Type: 1	Commenter: Makeda Hanson

Under yellow-billed cuckoo, SWFL, and northern leopard frog, you identified that a threat that will be addressed by this project is data gaps. Your monitoring section mentions surveying for breeding birds; will there be specific surveys for those species?

Comment	01/25/2022	Type: 1	Commenter: Gabriel Bissonette

Hi Makeda - Yes, there is a line item for bird surveys to get clearance for high water raft-based work that occurs during breeding and nesting for SWFL and Cuckoo. We have several years of data that when water levels have been adequate. Leopard frog and bullfrog observations are noted at restoration sites as well as eDNA samples that are taken outside of WRI. Do you think that will suffice?

Completion

Start Date:

End Date:

FY Implemented:

Final Methods:

Project Narrative:

Future Management:

Map Features

ID	Feature Category	Action	Treatement/Type
11198	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
11198	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
11199	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
11200	Aquatic/Riparian Treatment Area	Herbicide application	Ground
11203	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment

ID	Feature Category	Action	Treatement/Type
11203	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
11203	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
11206	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
11206	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
11209	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
11209	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
11211	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment

Project Map

11199
11211
11198
11209
11206
11203
11200

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

JULY 19, 2022

Agenda Item:

TITLE:	Approval of Proposed Agreement between Grand County and the Utah Department of Natural Resources, Forestry, Fire and State Lands
FISCAL IMPACT:	None
PRESENTER(S):	Elizabeth (Izzi) Weimholt, Grand County Weed Supervisor

Prepared By:

Elizabeth (Izzi) Weimholt,
Grand County Weed Supervisor
125 E Center St, Moab UT
435-259-1369
eweimholt@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed agreement between Grand County (Grand County Weeds Department, GCWD) and the Utah Department of Natural Resources, Forestry, Fire and State Lands (FFSL) as presented, and authorize the Chair to sign all associated documents.

BACKGROUND:

This agreement funds up to $5,000 for noxious weed abatement by the Grand County Weeds Department on State Sovereign Lands, which includes the Green and Colorado rivers. The timeline for this agreement is July 1, 2022 through June 30, 2023.

ATTACHMENT(S):

Agreement - FY23 DNR FFSL Agreement.pdf

		State Contract # _____ Assigned by the Division of Finance or Purchasing

STATE OF UTAH CONTRACT COVER SHEET

This contract is entered into as a result of:

- ☐ The procurement process on Bid /RFP # _____
- ☐ The procurement process on Requisition # _____ FY_____
- ☐ Pre-approved sole source (approval attached)_____
- ☐ Agency grant, land purchase, DAS-Purchasing delegation
- ☒ Contract with other state agency or political subdivision
- ☐ Under $5,000 (total amount for contract period)
- ☐ Agency exemption from DAS-purchasing approval LPD169
- ☐ Revenue agreement

1. Agency Name UTAH DEPARTMENT OF NATURAL RESOURCES/FORESTRY FIRE, & STATE LANDS

Agency Code 560

2. General Purpose of Contract:

To provide noxious weed prevention, detection, and cintrol within the State Sovereign Lands Southeast Area.

3. Contractor Name Grand County Noxious Weed Control Department
4. Contract Period: Effective date July 1, 2022 (mm/dd/yy) Termination date June 30, 2023 (mm/dd/yy)
5. Authorized Amount: $5,000.00
6. Vendor # 04363HB
7. Commodity Code(s) 94092

COMMENTS:

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

FI85
Division of Finance

UTAH DEPARTMENT OF NATURAL RESOURCES, FORESTRY FIRE AND STATE LANDS
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

	LEGAL STATUS OF CONTRACTOR: LG ☒ State or Local Government CU ☐ College or University NP ☐ Non-Profit Corporation CC ☐ For-Profit Corporation OT ☐ Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION: Division: FORESTRY, FIRE, & STATE LANDS Office: _____	NAME OF CONTRACT: _____ Name of Contractor: Grand County Noxious Weed Control Department Address: 125 E. Center St. Moab, UT84532 DUNS # (if applicable)_____

APPROVAL AND REVIEW SIGNATURES
UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY FIRE AND STATE LANDS

APPROVAL AND REVIEW OF CONTRACT:

_____
Program Manager Date

_____
Deputy Director Date

_____
Area Manager Date

APPROVED AS TO FORM:

_____
Attorney General Date

APPROVAL OF FUNDS AVAILABILITY:

_____
Financial Manager Date

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

☒ 1. Vendor Contract - Contractor provides goods or services.
- ☒ Standard Terms and Conditions used as Attachment A in Contract.
- ☐ Other approved provisions used as Attachment A in Contract.

☐ 2. Subrecipient Contract - Contractor carries out grant program.
- ☐ Standard Terms and Conditions used as Attachment A in Contract *and* DNR Subaward Terms and Conditions used as additional attachment.
- ☐ Other approved provisions used as additional attachment.

☐ 3. Digital Signature – This contract is appropriate to utilize scanned or faxed signatures considering the type of contract and dollar amount. The clause authorizing this use has been included in the scope of work or applicable attachment.

Source of Funds:

Contract Allocation Sheet												Total
								FFY_____		FFY_____		
State/Federal Source	**%**	CFDA #	Fund	Agency	Unit	Appr Unit	Obj	Prog/Func	Amount	Prog/Func	Amount	
				560	1770			FL2006WCSE				
				560								
				560								
				560								
								Totals				

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

Vendor No. 04363HB
Commodity No. 94092

Cooperative Agreement

between

the Utah Division of Forestry, Fire and State Lands
1570 W. North Temple, Ste. 3520
Salt Lake City, UT 841145703

and

the Grand County Noxious Weed Control Department
125 E. Center St.
Moab, UT 84532

INTRODUCTION

This Cooperative Agreement is made and entered into by and between the Utah Division of Forestry, Fire and State Lands, herein after referred to as "FFSL", and the Grand County Noxious Weed Control Department, herein after referred to as "GCWD", mutually referred to as "the parties".

The contract term of this cooperative agreement will be from July 1st, 2022 until June 30th, 2023.

FFSL will reimburse GCWD a sum not to exceed $5,000.00 for expenses incurred which result from GCWD's noxious weed control activities on Sovereign Lands.

Standard terms and conditions for State contracts are found on "Attachment A" of this cooperative agreement.

PURPOSE

FFSL and GCWD hereby enter into a Cooperative Agreement to provide noxious weed prevention, detection and control within the State Sovereign Lands of the FFSL Southeast Management Area. A focus Area totaling approximately 665 acres. "Noxious Weeds" are those weeds listed as such by the Utah Department of Agriculture and GCWD, or those specifically indicated as a priority by FFSL.

FFSL and GCWD desire to facilitate cooperation and coordination of noxious weed prevention, detection and control efforts in order to increase the effectiveness and efficiency of each other's programs.

FFSL and GCWD agree to participate in the efforts of inter-agency weed control coalitions and community groups in the interest of implementing integrated noxious weed management practices.

MUTUAL BENEFITS AND INTEREST

It is to the mutual benefit of the parties of this agreement to:

1. Cooperate in the prevention, detection, and control of noxious weeds within their intermingled jurisdictional areas.
2. Protect critical watersheds, mitigate soil erosion, maintain and/or restore plant and wildlife diversity and reduce adverse impacts to outdoor recreation.

ROLES AND RESPONSIBILITIES

In consideration of the above purposes and benefits the parties hereby agree to the following:

1. *FFSL shall:*
    a. Reimburse expenses of GCWD for the prevention, detection, and control of noxious weeds on sovereign lands along the Colorado River from the Utah state line downstream to the northern boundary of Canyonlands National Park; and along the Green River from Swasey's Boat Ramp downstream to the Northern Boundary of Canyonlands National Park; for a sum not to exceed $5,000.00.
    b. Provide technical and project assistance to GCWD in their implementation of this cooperative agreement.

2. *GCWD shall:*
    a. Prevent, detect, and control noxious weeds within the lands described in 1(a) above.
    b. Submit to FFSL an invoice at the end of the state fiscal year for a sum not to exceed $5,000.00.
    c. Use evidence based, integrated pest control strategies for weed management actions taken under this agreement.
    d. Will answer to the best of their abilities questions posited by members of the public while fulfilling their obligations as described under this cooperative agreement.
    e. Provide reporting of weed control actions taken in the form of GIS data.

MUTUAL AGREEMENT AND UNDERSTANDING

In consideration of the above purposes and benefits the parties hereby mutually agree that:

1. Either of the parties, in writing, may terminate this agreement in whole or in part at any time before the date of expiration. No party shall incur any new obligations for the terminated portion of the agreement after the effective date of termination and shall cancel as many obligations as is possible by that time. Full credit shall be given for each party's expenses and all non-cancellable obligations properly incurred up to the effective date of termination.
2. Nothing herein shall be considered as obligating the parties to this agreement to expend monies in excess of the funding approved and made available for payment under this instrument and modification thereto.
3. Modification to this agreement shall be made through an amendment by mutual consent of both parties, in writing, signed and dated by all parties, prior to any changes being performed. No party to this agreement is obligated to fund any changes not properly approved in advance.
4. The state auditor; or FFSL personnel and Grand County auditor; through any authorized representative, shall have the right to examine all records of the other parties related to this agreement during normal business hours. As used in this clause, "records" include books, documents, accounting procedures and practices, and other data regardless weather such are in written, electronic, or any other form.
5. This agreement is executed as of the last date of signature and unless terminated is effective through June 30th, 2022 at which time it will expire unless renewed.
6. Principal Contacts for this Agreement are:
    a. Elizabeth Weimholdt – Grand County Noxious Weed Control Supervisor
    b. Tony Mancuso – FFSL Southeast Area Sovereign Lands Coordinator
7. The parties each affirm that they have the legal authority to enter in to this agreement and the institutional, managerial, and financial capacity to ensure proper planning implementation, and management to fulfill the purposes of this agreement.

8. This agreement in no way restricts the parties from participating in similar activities with other public or private entities.
9. Any reimbursements made to GCWD by FFSL within the scope of this agreement do not by direct reference or implication convey FFSL's endorsement of GCWD's product or activities.

Grand County, Utah: *Council Chairperson* Signature:_____ Date:_____ Print or Type Name: Mary McGann	Division of Forestry, Fire & State Lands *Financial Manager* Signature:_____ Date:_____ Print or Type Name: Stacy Carroll
Division of Forestry, Fire & State Lands *Director* Signature:_____ Date:_____ Print or Type Name: Jamie Phillips-Barnes	Attorney General: *Assistant Attorney General* Signature:_____ Date:_____ Print or Type Name: Emma Whitaker
Division of Finance Signature:_____ Date:_____ Print or Type Name: _____	

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

    a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

    b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.

    c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.

    d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.

    e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

    f) "Proposal" means Contractor's response to the State Entity's Solicitation.

    g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.

    h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).

    i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

    j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED

7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

    Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **INSURANCE:** INTENTIONALLY DELETED

17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **ADDITIONAL INSURANCE REQUIREMENTS**: INTENTIONALLY DELETED

19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

    If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any

such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

    Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

    Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles,

memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

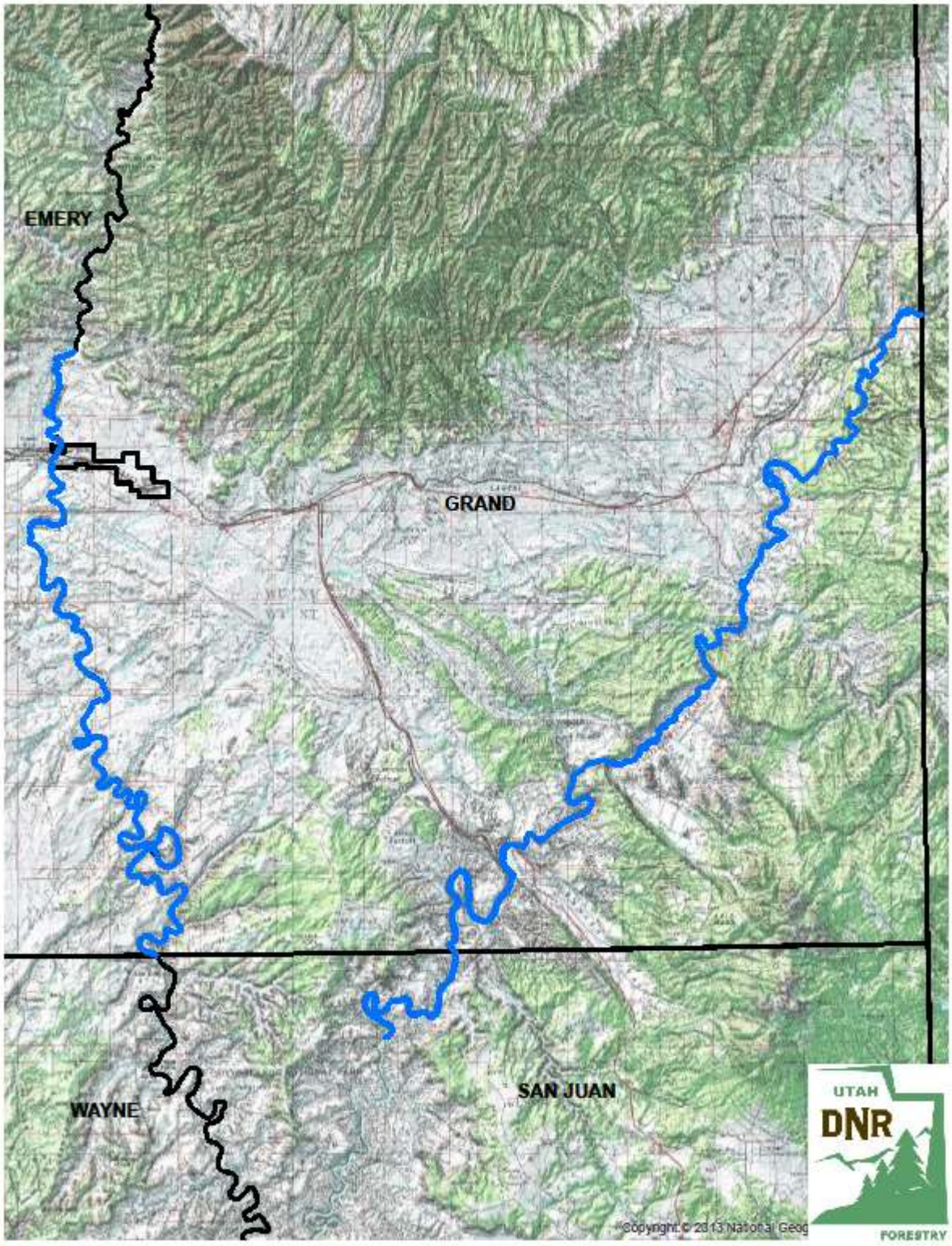
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)



Agreement Area Map

Agenda Summary GRAND COUNTY COMMISSION July 19th, 2022 Item No.	
TITLE:	Public Hearing to adopt an ordinance approving the Amended Planned Unit Development (PUD) Master Plan for the Arroyo Crossing Development in Grand County, Utah
FISCAL IMPACT:	N/A
PRESENTER(S):	Elissa Martin, Planning & Zoning

Prepared By:
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

APPROVED

STATED MOTION :

***County Commission policy is to vote on public hearing agenda items at a meeting following the public hearing.*

I move to adopt the ordinance approving the Amended Planned Unit Development (PUD) Master Plan for the Arroyo Crossing Planned Unit Development (PUD).

STAFF RECOMMENDATION: APPROVE

Applicant has met all requirements of LUC section 4.4

PLANNING COMMISSION RECOMMENDATION APPROVE

On June 13th, 2022 the Planning Commission voted unanimously to send a favorable recommendation to the County Commission for approval of the Arroyo Crossing, Amended PUD Master Plan.

BACKGROUND:

On May 17th, 2016, via Ordinance No. 550, Grand County Council approved a rezone of the property from large lot resident (LLR) to multi-family residential (MFR-8), a conceptual master plan (Original Master Plan), and a Development Agreement Establishing an Affordable Housing Set-Aside (Original Development Agreement)

On October 15th, 2019, via Ordinance No. 600, County Council approved the Arroyo Crossing Planned Unit Development (PUD) Overlay, the Arroyo Crossing PUD Master Plan dated August 5th, 2019 and the Development Agreement Establishing an Affordable Housing Set-Aside.

On October 15th, 2019 via Resolution No. 3188, Phase I, Final Plat was approved for the Arroyo Crossing Development.

The Phase I Final Plat did not designate the Affordable Housing Units as required by the approved Development Agreement. Thus, on June 15, 2021, the County Commission adopted Resolution No. 3279 approving the Correction Plat and First Amendment to Development Agreement for Arroyo Crossing, Phase I, designating the Affordable Housing Units in

Phase I by number and amending Sections 2 & 7 of the Development Agreement to make administration of the Project consistent with the LUC and those development agreements governing other affordable housing projects in the County

After such time, and due to discussions between the Planning Department & the Moab Area Community Land Trust (MACLT), PZ has determined that the Master Plan as approved lacks clarity in two areas: setback requirements for the "townhome" dwelling type, and consistency in defining housing types (townhomes versus duplexes) and associated setback requirements for each as shown on the Master Plan. The proposed amendment does not affect density as the Master Plan allows for 52 townhomes and 44 duplexes.

Because of these inconsistencies, MACLT is seeking approval of a "Amended PUD Master Plan" which will rectify these issues in 2 ways:

1. The Arroyo Crossing PUD Master plan shall be modified and amended to describe the following development: 3 Community Facilities, 116 Apartments, 24 Cottages, 96 Townhomes, and 64 Single Family units.

2. The Arroyo Crossing PUD Master Plan shall be modified and amended to include front, street, side, and rear setbacks for townhome units. These proposed 10' setbacks are consistent with LUC section 5.4.1.A. related to the MFR underlying zoning district.

Grand County Land Use Code Article 5 Defines Townhomes as: Two or more attached dwelling units located on separately owned lots.

As such, previously defined "Duplexes" on the Master Plan will now be identified as "Townhomes". These changes will not affect the previously approved density, it only clarifies that the attached homes will each sit on their own respective lot, as opposed to duplexes, which share one lot.

ATTACHMENT(S):

1. Staff Report
2. Draft Ordinance
3. Amended Master Plan
4. Ordinances: 500, 600
5. Resolutions: 3188, 3279

STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: June 8, 2022

TO: Grand County Commission

SUBJECT: Arroyo Crossing, Amendment to the Planned Unit Development (PUD) Master Plan

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PROPERTY OWNER: Moab Area Community Land Trust

PROP. OWNER REP: Kaitlin Myers

PROPERTY ADDRESS: Arroyo Crossing Subdivision

SIZE OF PROPERTY: 38 Acres

EXISTING ZONE: Underlying zones: Multi-Family Residential (MFR-8), Large Lot Residential (LLR)
Overlay zone: Planned Unit Development (PUD)

EXISTING LAND USE: residential and vacant

ADJACENT ZONING AND LAND USE(S): LLR, GB, MFR

APPLICATION TYPE
PUD Master Plan amendment, Legislative

STAFF RECOMMENDATION: Neutral
An amendment to a PUD Master Plan is a legislative procedure, all County LUC requirements have been met and reviewed and approved by staff.

APPLICATION PROCEDURE
Decision Type: Legislative

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

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

Attachments:

- ☐ Approval Letters
- ☒ Master Plan
- ☒ Development Agreement
- ☒ Approving Ordinance
- ☐ Legal Notice
- ☐ Legal Description
- ☐ Public Comments
- ☐ Agency Comments
- ☐ Response to Standards
- ☒ Applicant Narrative

SUMMARY OF REQUEST
The current Master Plan for the Arroyo Crossing Planned Unit Development lacked clarity in two ways; making development of several lots within the plan very challenging.

1. The recorded Master Plan failed to define setback requirements for the “Townhome” dwelling type.

2. The structures that are currently defined as duplexes on the Master Plan are in fact intended to be developed as townhomes, on individual lots, as defined by the LUC.

Grand County Land Use Code Article 5 Defines Townhomes as: “Two or more attached dwelling units located on separately owned lots”. The LUC defines “Duplex” as “Two attached dwelling units in a single structure on a single lot”

As such, previously defined “Duplexes” on the Master Plan and in the Development Agreement will now be identified as the “Townhome” dwelling type.

Because of these inconsistencies, MACLT is seeking approval of a an Amended PUD Master Plan which will rectify these issues in 2 ways:

1. The Arroyo Crossing PUD Master plan shall be modified and amended to propose the following development: 3 Community Facilities, 116 Apartments, 24 Cottages, 96 Townhomes (previously: 52 Townhomes and 44 Duplexes), and 64 Single Family units.

2. The Arroyo Crossing PUD Master Plan shall be modified and amended to include front, street, side, and rear setbacks for townhome units.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
No site improvements will be made as a result of this amendment.

CONSIDERATIONS FOR APPROVAL / DENIAL / OR POSTPONEMENT

Planning Commission Recommendation: Approve
On June 13th, 2022, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission for approval of the Arroyo Crossing Amended PUD Master Plan and associated Development Agreement

Consistency with General Plan

The proposed PUD Master Plan amendment is for a Planned Unit Development, which is not specifically mentioned in the General Plan, but as the County Commission (then Council) adopted the approving ordinance for the original Development Agreement and associated Master Plan, it is assumed to be supported by a General Plan update.

Conformance with Grand County Land Use Code (LUC)

The proposed Amended Master Plant is in conformance with LUC provisions of Article 4.4 PUD, Planned Unit Development Overlay Districts in the following ways:

a) The development is consistent with Section **4.4.7 Density:** Maximum density shall be no greater than that permitted in the underlying zone district prior to -PUD approval, unless the project meets the requirements for affordable housing density bonus incentives (in accordance with Section 4.4.8) or opens space density bonus incentives (in accordance with Section 4.4.10)

The Arroyo Crossing PUD allows for 300 units on 38.69 acres, which is roughly a net density of one unit per/0.12 acre, an increase in the underlying density which was granted based on the provision of an affordable housing set aside.

b) Consistency with Article 10 Definitions in regard to the term “Townhome”

GRAND COUNTY, UTAH
ORDINANCE NO. _____ (2022)

APPROVING THE AMENDED PLANNED UNIT DEVELOPMENT MASTER PLAN FOR THE ARROYO CROSSING PLANNED UNIT DEVELOPMENT WITHIN GRAND COUNTY, UTAH

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, Moab Area Community Land Trust, ("Owner") is the owner of record of real property in Grand County, Utah, more specifically described as follows:

> LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, LOTS A1, A2, A3, A4, A5, A6, TRACT B, C, D, H (COMMON AREAS), TRACTS F, G, K, E, J, I, ARROYO CROSSING, PHASE I, A PLANNED UNIT DEVELOPMENT, AMENDING A PORTION OF LOT 2, CLARK MINOR SUBDIVISION AND A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 17, 126S, R22E, SLB&M, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED FEBRUARY 26, 2021 IN BOOK 912 AT PAGE 424 AS ENTRY NO. 540059 (the "Property" or the "Project");

WHEREAS, County Council adopted Ordinance No. 550 (2016) approving the Arroyo Crossing Rezone and Master Plan, a Rezone from Large Lot Residential to Multifamily-8;

WHEREAS, on October 15, 2019 the County Council approved the Arroyo Crossing PUD Overlay, Master Plan dated August 5, 2019 and Amended and Restated Development Agreement establishing the affordable housing set-aside, via Ordinance No. 600, repealing and replacing parts of Ordinance No. 550;

WHEREAS, on October 15, 2019 the County Council approved the Arroyo Crossing Phase I Final Plat via Resolution No. 3188;

WHEREAS, on June 15, 2021 the County Commission adopted Resolution No. 3279 approving the Correction Plat and First Amendment to Development Agreement for Arroyo Crossing, Phase I, designating the Affordable Housing Units in Phase I by number and amending Sections 2 & 7 of the Development Agreement to make administration of the Project consistent with the LUC.

WHEREAS, pursuant to LUC Section 4.4, the owner requests approval of an Amended PUD Master Plan for the Arroyo Crossing PUD for the purpose of clarifying the housing types which will exist

within the development and by including setback requirements for the townhome housing type which were previously not included;

WHEREAS, the Planning Commission held a public hearing to solicit public comment on the amendments contained within the Amended PUD Master Plan for the Arroyo Crossing PUD on June 13th, 2022 and forwarded a favorable recommendation to the County Commission;

WHEREAS, the County Commission has heard and considered all evidence and testimony presented with respect to the proposed Amended PUD Master Plan on July 19, 2022;

NOW, THEREFORE, BE IT ORDAINED by the Grand County Commission that it does hereby approve the Amended PUD Master Plan for the Arroyo Crossing PUD, which Master Plan is attached hereto as Exhibit A.

APPROVED by the Grand County Commission in open session this _____ 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission **ATTEST:**

_____ _____

Jacques Hadler, Chair Gabriel Woytek, Clerk/Auditor

Arroyo Crossing PUD Amendment – Proposal Narrative

May 31, 2022

The Moab Area Community Land Trust ("MACLT") is proposing an amendment to its Arroyo Crossing PUD Development Master Plan (or sometimes referred to as the "Master Plan") to incorporate necessary modifications.

The Arroyo Crossing PUD Master Plan was approved by the Grand County Commission on August 6, 2019 and included the following development typologies at Arroyo Crossing:

- 3 Community Facilities
- 116 Apartments
- 24 Cottages
- 52 Townhomes
- 44 Duplexes
- 64 Single-Family

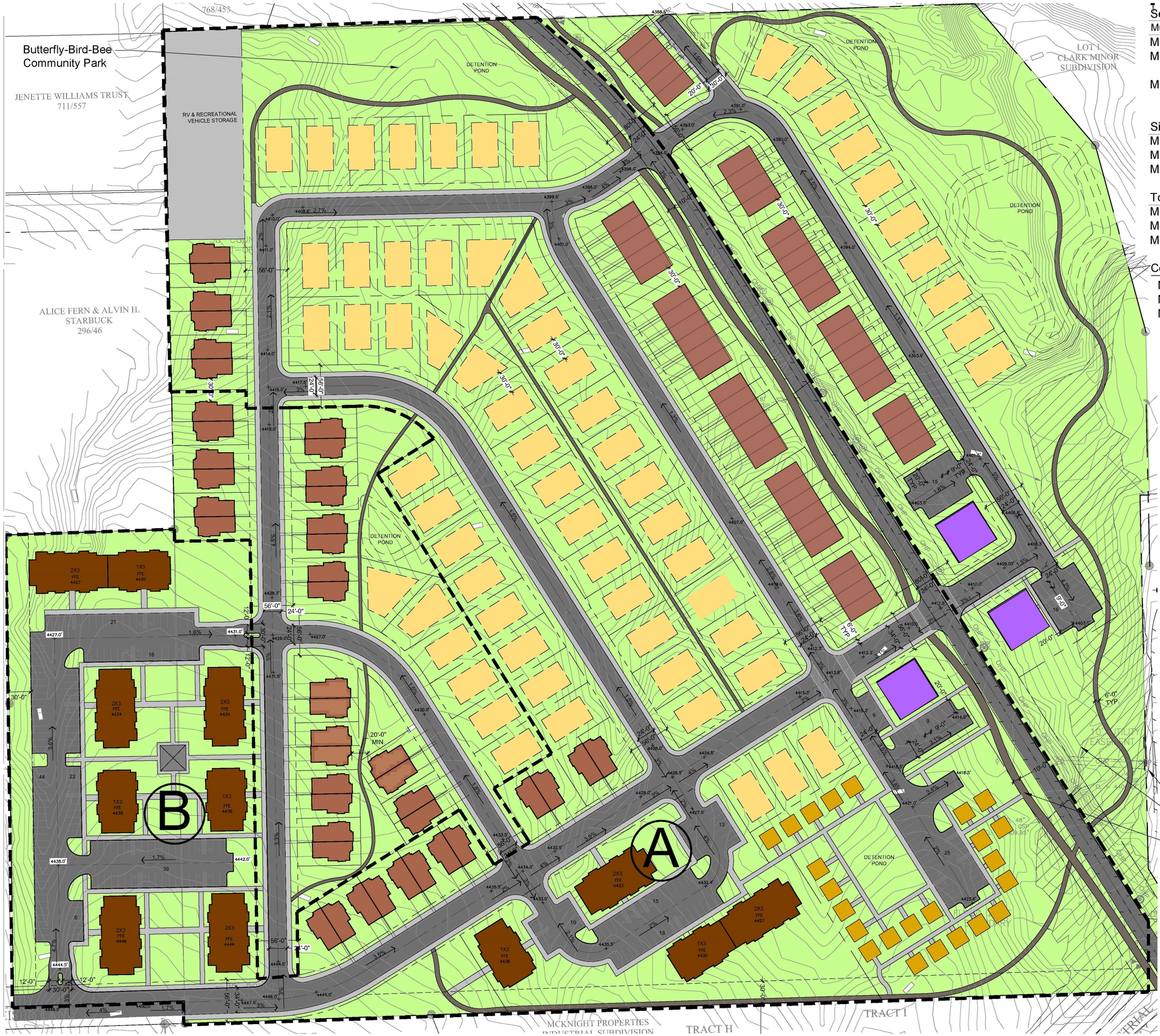
MACLT proposes combining the "duplex" and "townhome" housing types within the legend on the Master Plan as none of the units within the development are intended to be 'duplexes' as defined in the Grand County Land Use Code. They are in fact townhomes. As such, there will now be 96 "townhomes".

Additionally, the approved Master Plan outlines setback requirements for single-family, multi-family, and non-residential units but does not include specific setbacks for townhomes. Currently, these unit types must use the single-family residence setbacks because the units will be on individual, subdivided lots, but since the townhome lots are smaller than those which are single-family on the approved Master Plan, some of the currently approved "duplex" lots are too small to be deemed useable.

Therefore, MACLT is proposing to correct and clarify the intended use and associated regulations with these unit types.

MACLT proposes the addition of the following Townhome Residence setbacks to the Master Plan, which are similar to the approved Multi-Family Residence setbacks:

- Minimum Front and Street Side Yard – 10ft
- Minimum Interior Side Yard – 10ft
- Minimum Rear Yard – 10ft



Setbacks:

Multi-Family Residence (Apartments & Cottages):
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 20'
If > 2 stories = 30'
Min. Rear Yard = 10'

Single Family Residence:
Min. Front & Street Side Yard = 20'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Townhome Residence:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Community Facilities & Daycare:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Development Data:

Community Facilities:
Parking: 31 Stalls

Daycare :
Parking: 15 Stalls

Apartments:

(A)

1 Bed:	10
2 Bed:	16
3 Bed:	6
Total:	32
Parking:	56 Stalls

(B)

1 Bed:	28
2 Bed:	42
3 Bed:	14
Total:	84
Parking:	147 Stalls

Cottages
Total: 24
25 Stalls

Townhomes:
Total: 96

Single Family
Total: 64

Total Units: 300

Floodplain
County Trail
(To Be Determined)

0 30 60 120 180
SCALE: 1"=60'

SETBACK NOTES:

- 40 ft drainage easement shall be maintained along southern border of the development.

- Where multifamily development exists along the project boundary, a 20' buffer shall be maintained (as described in Section 5.4 of the Land Use Code). The 20' buffer shall supersede the minimum setbacks listed on the Master Plan for multifamily.

ELLIOTT WORKGROUP ARCHITECTURE LLC

1441 West Ute Blvd, Suite 100
Park City, Utah 84098
435-649-0092 or 801-415-1839
elliottworkgroup.com

ELLIOTT WORKGROUP

Arroyo Crossing

Grand County

Stamp

ISSUE DATE: 06-07-22
OWNER PROJECT NO: ‹
CONTRACT NO: xxx
DRAWN BY: XXX
CHECKED BY: XXX
DESIGNED BY: XXX
EWG PROJECT NO: 2019-12
COPYRIGHT: Elliott Workgroup Architecture, LLC

SHEET TITLE

Conceptual Site Plan

L-100

SHEET OF

Setbacks:

Multi-Family Residence:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 20'
If > 2 stories = 30'
Min. Rear Yard = 10'
Min. Space from Parking = 10'

Single Family Residence:
Min. Front & Street Side Yard = 20'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Non-Residential - General Business:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Development Data:

Community Facilities: 7,200 sf
Parking: 31 Stalls

Daycare : 3,600 sf
Parking: 15 Stalls

Apartments:
(A)
1 Bed: 10
2 Bed: 16
3 Bed: 6
Total: 32
Parking: 56 Stalls
(B)
1 Bed: 28
2 Bed: 42
3 Bed: 14
Total: 84
Parking: 147 Stalls

Cottages 450 sf:
Total: 24
25 Stalls

Townhomes:
Total: 52

Duplex:
Total: 44

Single Family 5000-4000 sf
Total: 64

Total Units: 300

Floodplain
County Trail
(To Be Determined)

N
0 30 60 120 180
SCALE: 1"=60'

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1441 West Ute Blvd, Suite 100
Park City, Utah 84098
435-649-0092 or 801-415-1839
elliottworkgroup.com

ELLIOTT WORKGROUP

Arroyo Crossing

Grand County

Stamp

ISSUE DATE:	08-05-2019
OWNER PROJECT NO:	
CONTRACT NO:	xxx
DRAWN BY:	XXX
CHECKED BY:	XXX
DESIGNED BY:	XXX
EWG PROJECT NO:	2019-12
COPYRIGHT:	Elliott Workgroup Architecture, LLC

SHEET TITLE

Conceptual Site Plan

L-100

SHEET OF

Revisions:
DATE DESCRIPTION

ARROYO CROSSING DEVELOPMENT
CONCEPTUAL SITE PLAN

SET ENGINEERING LLC
1309 E. 3rd Ave., #21
Durango, CO 81301
970-403-5088

PLAN NO.
C002

Date: 10/28/2019
Drawn By: CSS
Checked By: JAG

PROFESSIONAL ENGINEER
No. 6007342 2202
JEFFREY M. PILLUS
10/29/2019
STATE OF UTAH

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STARBUCK LANE

DETENTION POND OUTLET STRUCTURE 4-3

2' WIDE DRAINAGE SWALE

DETENTION POND OUTLET STRUCTURE 4-4

STORM SYSTEM 5

DETENTION POND OUTLET STRUCTURE 5-2

FALCON RIDGE DRIVE

STORM SYSTEM 4

STREET LIGHT

STORM SYSTEM 3

STORM SYSTEM 3

CACTUS WREN WAY

DETENTION POND OUTLET STRUCTURE 3-13

STORM DRAIN EASEMENT (TYP)

STORM SYSTEM 3

STORM SYSTEM 3

SPANISH VALLEY DRIVE

GOLDEN EAGLE WAY

ABANDON EXISTING 18" CULVERT

AC PAVEMENT

STORM SYSTEM 2

DETENTION POND OUTLET STRUCTURE 3-5

NIGHTHAWK LANE

FEMA FLOOD LIMITS

2' WIDE DRAINAGE SWALE

RAPTOR RUN

STREET LIGHT

STORM SYSTEM 2

VISTA GRANDE SRIVE

FALCON RIDGE DRIVE

2' WIDE DRAINAGE SWALE

60" CULVERT

ABANDON EXISTING 60" CMP CULVERT

SOUTH PLATEAU DRIVE

STORM DRAIN PIPE SYSTEM 1

STORM DRAIN EASEMENT (TYP)

STORM CHANNEL 1

SOUTH PLATEAU DRIVE

INDUSTRIAL WAY

0 30 60

GRAPHICAL SCALE (FT)

Revisions:

#	DATE	DESCRIPTION

ARROYO CROSSING DEVELOPMENT
UTILITY KEY MAP

SET ENGINEERING LLC
1309 E. 3rd Ave., #21
Durango, CO 81301
970-403-5088

PLAN NO.
C003

Date: 10/28/2019
Drawn By: CSS
Checked By: JAG

PROFESSIONAL ENGINEER
No. 6007-2202
JEFFREY M. PILLUS
10/29/2019
STATE OF UTAH

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STARBUCK LANE

FALCON RIDGE DRIVE

MAINTENANCE ROAD (10')

STORM SYSTEM 5 SEE PLANS FOR DETAILS

DETENTION POND 5-2 WS_{100}=4379.0 BTM=4378.0

OS 5-2

DETENTION POND 3-13 WS_{100}=4395.0 BTM=4393.0 RETENTION BELOW 4393

OS 3-13

MAINTENANCE ROAD (12')

STORM SYSTEM 2 SEE PLANS FOR DETAILS

FEMA FLOOD LIMITS

AC PAVEMENT

CACTUS WREN WAY

SPANISH VALLEY DRIVE

GOLDEN EAGLE WAY

NIGHTHAWK LANE

VISTA GRANDE SRIVE

DETENTION POND 4-3 WS_{100}=4397.0 BTM=4395.0

OS 4-3

2' WIDE DRAINAGE SWALE

DETENTION POND 4-4 WS_{100}=4394.0 BTM=4393.0

OS 4-4

STORM SYSTEM 4 SEE PLANS FOR DETAILS

STORM SYSTEM 3 SEE PLANS FOR DETAILS

STORM SYSTEM 3 SEE PLANS FOR DETAILS

STORM SYSTEM 3 SEE PLANS FOR DETAILS

STORM DRAIN EASEMENT (TYP)

OS 3-5

DETENTION POND 3-5 WS_{100}=4414.0 BTM=4412.0

2' WIDE DRAINAGE SWALE

RAPTOR RUN

DETENTION POND 3-4 WS_{100}=4430.0 BTM=4428.0

2' WIDE DRAINAGE SWALE

SOUTH PLATEAU DRIVE

STORM SYSTEM 2 SEE PLANS FOR DETAILS

STORM SYSTEM 2 SEE PLANS FOR DETAILS

RIP RAP PER PLANS AND DETAILS (TYP.)

60" CULVERT AND WINGWALL HEADWALLS. SEE PLANS FOR DETAILS.

60" CMP CULVERT TO BE ABANDONED.

STORM SYSTEM 1 SEE PLANS FOR DETAILS

STORM CHANNEL 1 SEE PLANS FOR DETAILS

STORM DRAIN EASEMENT (TYP)

STORM CHANNEL 1 SEE PLANS FOR DETAILS

INDUSTRIAL WAY

0 30 60
GRAPHICAL SCALE (FT)

Revisions:
DATE DESCRIPTION

ARROYO CROSSING DEVELOPMENT GRADING PLAN

SET ENGINEERING LLC
1309 E. 3rd Ave., #21
Durango, CO 81301
970-403-5088

PLAN NO.
C004

Date: 10/28/2019
Drawn By: CSS
Checked By: JAG

PROFESSIONAL ENGINEER
No. 6007342 2202
JEFFREY M. PILLUS
10/29/2019
STATE OF UTAH

c:\users\setlaptop2\dropbox (set engineering, llc)__set business__set projects current\moab arroyo crossing\cad\plansheets\gp.dwg