



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

[See Separate Agenda - Click Here](#)

2. **Call To Order**

3. **Pledge Of Allegiance**

4. **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=M24yQjRldEICejUxTUJFeXFoZHNQQT09>

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*)

5. **Department Reports (15 Min)**

5.A. **Old Spanish Trail Arena Report**

Angie Book, Old Spanish Trail Arena Director

5.B. **Facilities Report**

Shawn Fugit, Facilities Director

6. **Agency Reports (15 Min.)**

7. **Approval Of Minutes For August 2nd, 2022 (County Commission Regular Meeting And Community Water Workshop)**

Gabriel Woytek, Grand County Clerk/Auditor

Documents:

8. **General Reports**

- o Commission Member Disclosures
- o General Commission Reports and Future Considerations
- o Elected Official Reports
- o Commission Administrator Report

9. **Presentations (15 Min)**

9.A. **Unified Transportation Master Plan (UTMP)**

Kimley Horn Associates

10. **Public Hearings**

10.A. **Public Hearing To Adopt The Unified Transportation Master Plan (UTMP) As An Amendment The 2030 General Plan Transportation Element**

Elissa Martin, Planning & Zoning

Kimley Horn Associates

Documents:

[AS_Adopt UTMP 8.16.2022_CC.pdf](#)
[Resolution UTMP_8.16.2022.pdf](#)

11. **Citizens To Be Heard - 6:00 Pm**

12. **General Business - Action Items - Discussion And Consideration Of Approval**

12.A. **Request For Support To Apply For US DOT's Safe Streets And Roads For ALL (SS4A) Grant Program, Jointly With The City Of Moab**

Elissa Martin, Planning & Zoning

Kimley Horn Associates

Documents:

[1_AS_SS4A Grant Application_8.16.2022.pdf](#)
[2_DRAFT Letter of Cooperation SS4A Grant.pdf](#)
[3_SS4A Grant DRAFT Project List.pdf](#)

12.B. **Awarding Bid And Associated Contract With With BAE Urban Economics For The "Local Workforce Housing And Affordable Housing Nexus Study & Linkage Fee Analysis"**

Elissa Martin, Planning & Zoning

Documents:

[AS_Awarding Bid and Associate with BAE Urban Economics_8.16.2022.docx \(1\).pdf](#)

12.C. **Approval Of The Cooperative Marketing Program With Canuckiwi And The Utah Office Of Tourism**

Ben Alter, Economic Development Specialist

Melissa Stocks, Assistant Marketing Director

Documents:

[01_Agenda Item_Approval of Canuckiwi Contract.pdf](#)
[02_UOT PARTNER OPT IN FORM 2022- 23 Cooperative Programs Canada and Australia Markets.pdf](#)
[03_HIGHLIGHTED_UOT PARTNER OPT IN FORM 2022- 23 Cooperative Programs Canada and Australia Markets.pdf](#)
[04_TravelWeek Group Canadian Trade Campaign.pdf](#)
[05_Expedia Canada Utah Regional Co-op Campaign 21-22 Proposal.pdf](#)

12.D. **Council On Aging Board Member Approval**

Commissioner Stock - Council Liaison

At the July 11th regular open meeting for the Council on Aging, Kim Sherwood applied for the opening they had for a board member, he was approved unanimously. Your affirmation of the board's recommendation would be appreciated. Thank you for your support of Grand County seniors. Lorette (Yordy) Eastwood Grand Center Director

Documents:

[Agenda Summary Council on Aging Appointment.pdf](#)
[Kim Sherwood Application_001.pdf](#)

13. **Consent Agenda**

13.A. **Approving The Purchase Of Two Pitching Mounds From Anthem Sports**

Angie Book, The Old Spanish Trail Arena Director

Documents:

[Agenda Summary- Pitching Mounds.pdf](#)
[Est_68575_from_Anthem_Sports_LLC_20968.pdf](#)
[Pitching Mound Quotes.pdf](#)

13.B. **Outerbike/WesternSpirit Local Consent**

Documents:

[01_AS_Local Consent_Outerbike.pdf](#)
[02_Single Event-Alcohol.pdf](#)

14. **Discussion Items**

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

16. Adjourn

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

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

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

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



GRAND COUNTY COMMISSION WORKSHOP AND REGULAR MEETING

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

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

MINUTES 2 August 2022

The Grand County Commission met in a workshop and regular meeting on August 2nd, 2022. The meeting was held in-person in the Grand County Commission Chambers, with hybrid virtual participation also available via Zoom. It was also broadcast and saved on YouTube. Attending the meeting in-person was Commission Chair Jacques Hadler, Trisha Hedin, Sarah Stock and Kevin Walker. Commission Vice-Chair Mary McGann entered the meeting in-person at 2:57 p.m. and Commissioner Evan Clapper entered the meeting in-person at 3:01 p.m. Also attending in-person were Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall, and Clerk/Auditor Gabriel Woytek. Commissioner Josie Kovash was in attendance virtually.

2:43 p.m. Grand County Water Community Information Session (audio begins at 18:57)

Presentation

Marc Stilson, Southeastern Regional Engineer, Utah Division of Water Rights, presented on the topic of surface water resources in Moab and Spanish Valley. Introduction to the concept of water volume. Overview of surface water capacity of sources in Moab and Spanish Valley. Overview presented of Mill Creek water rights. Most of Mill Creek surface flow is in use (by Moab Irrigation Company and GWSSA), other than in the winter. Grand County Water Conservancy District has a high water right to Mill Creek, which refers to surface flow that it can use in high water years. Overview of Pack Creek water rights. Pack Creek has a bigger impact on the groundwater resource in the valley than previously thought due to recent USGS study. Overview of water rights held on the Colorado River. Pre-Colorado Compact (1922) rights are well protected. Overview of areas of critical recharge. Largest users of Colorado River in the area are Canyonlands by Night, along with water trucks. Total surface water rights in the area total 24,260 acre feet.

Candace Hasenyager, Director, Utah Division of Water Resources, presented on the coordination of state agencies as it pertains to the Colorado River, the importance of the Colorado River to the state's water supply, current status of the Colorado River, challenges associated with protecting the Glen Canyon Dam infrastructure amidst record low water levels, overview and introduction to the Colorado River Authority of Utah, current areas of focus for Colorado River Management Plan and current work plan, citizen advisory councils, recent legislative changes to the Colorado River Authority structure. Discussion regarding the role and responsibilities of the Division of Water Resources. Upper basin states are relatively unified in their effort to protect Colorado River rights.

Commissioner Stock asked for clarification about the efforts by the Authority to protect river rights through banking and curtailment. Commissioner Walker asked if a junior Colorado River right could be viewed as a reliable source for Moab and Spanish Valley for the next thirty to fifty years. Hasenyager would not provide specific advice but clarified that the mission of the authority is to protect these rights.

4:01 pm Call to Order

Pledge of Allegiance

Chair Hadler offered the following statement for the record:

I would like to make a statement regarding an issue that came up in our last commission meeting, July 19, concerning appointments to the Economic Development advisory board. The County Attorney objected initially to the appointment motion as she mistook one of the candidates for a defendant in cases involving the attorney's office. After a brief postponement, and consultation with her staff, the County Attorney clarified that she was wrong. However, I want to acknowledge now that this error may have caused all three candidates embarrassment and stress. I feel that I, as chair, and the Commission as a whole did not handle this unfortunate situation well. I would like to offer sincere apologies to the candidates and their businesses for the lack of discretion and professionalism. We are grateful for their service on the Economic Development advisory board and want to emphasize again that they have the support of the Commission. I hope that we can take this as a learning experience and avoid anything similar in the future.

Chair Hadler also read the following statement on behalf of Grand County Attorney Christina Sloan, in reference to the same July 19 Commission Meeting:

I do own and regret my error in this case, and I agree that I did not handle it well. I should have asked the Commission to postpone without stating the reason until I had time to review. I regret if my error caused the candidates any stress, and I support the appointment of each to the Economic Development advisory board.

Citizens to Be Heard

Grand County resident Bill Winfield made a statement regarding the lack of respect and decorum by the Commission, expressed concern regarding the level of seriousness and professionalism being taken by the Commission and expressed gratitude for the public apology given to the citizens by the Chair.

Presentations (none scheduled)

Department Reports

Grand Center Report (Lorette Eastwood, Director, Grand Center)

Director Eastwood has served for 11 years at the Grand Center. An overview was given on the impact of the COVID-19 pandemic on operations at the Grand Center. 3,000 meals were served in 2021, along with the reactivation of socialization and exercise programming. Activities such as bingo and movie screenings have risen in popularity. The Grand Center continues to host various community events, expositions, fairs and foundation dinners. Health Department COVID-19 testing and vaccination drives continue to be hosted at the facility. Field trips with elderly citizens have also resumed. Completion of new roof on the facility is nearing.

Approval of Minutes (Gabriel Woytek, Clerk/Auditor)

July 14th, 2022 (Emergency Meeting)

July 19th, 2022 (Regular County Commission Meeting)

Motion by Commissioner Stock to approve the minutes from July 14th, 2022 and July 19th, 2022.

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

Motion Passes 7-0

Ratification of Payment of Bills

Motion by Commissioner Walker to approve and ratify payment of bills in the amount of \$906,454.37 and payroll in the amount of \$327,332.40 for a combined total of \$1,233,786.77.

Motion Seconded by Commissioner Stock

Discussion (none at this time)

Motion passes 7-0

Commission Member Disclosures (none at this time)

General Commission Reports and Future Considerations

Jacques Hadler

- Noise 2.0 committee meeting regarding new public engagement strategies
- Historical Preservation Commission, finalization of Land Acknowledgment Statement which is now to be reviewed by area tribal representatives, walking tour brochure in development for Moab, potential renaming of Pedestrian bridge after guardsmen
- Chamber of Commerce meeting, review of latest Transient Room Tax figures, discussion of Business Grant, review of Fourth of July event
- City/County meeting regarding potential workforce housing ordinances by both entities, discussion regarding lessons learned and alignment

Trisha Hedin

- Grand Water Sewer and Service Agency meeting, Spanish Valley resident offered to sell water share to GWSSA, Ken's Lake level at 2300 acre feet, allowing irrigation to continue without pumping
- Southeastern Utah Association of Local Governments (SEUALG) building committee meeting regarding new facility in Price
- Special Events Committee meeting, discussion regarding mission statement and values, phased implementation of new special events approval process
- Bison currently wandering into private lands in the Range Creek area, introducing some conflict amongst area landowners

Sarah Stock

- Community Renewable Energy Program, discussion regarding hiring a consultant for public communications
- Moab Mosquito Abatement District, seeking new director, Aedes aegypti mosquito found near city ballfields, critical that residents diligently empty standing water in order to reduce mosquito breeding ground and avoid mass fogging in the community

Kevin Walker

- Awaiting Labyrinth Canyon Travel Plan

Evan Clapper

- Meeting with Canyonlands Health Care SSD and Emergency Medical Services SSD regarding Health Care Sales Tax split and preparation for upcoming budget season

Mary McGann

- Solid Waste SSD Meeting, interview process for new director underway, new human waste drop off locations, public education curriculum in development
- UMTRA steering committee meeting, update to future site plan to commence in September
- Upcoming event, 'A Night of Grief and Mystery', 9/17 at Star Hall, fundraiser for Moab Hospice
- Economic Development Advisory Board Meeting, comprehensive review of housing assistance funding, Community Housing Forum on 8/3
- Airport Board Meeting, Bill Groff stepped down after 15 years of service to the board, including several years as chair, current airplane models will be retired in 2023 which will require a number of changes to airport operations

Josie Kovash

- Mental Health Board meeting close to receiving certificate of occupancy for new Moab facility
- Public Health Board meeting, many vaccine doses available for ages 6 months and older, radon mitigation complete in 14 Grand County Homes, discussion regarding use of opioid settlement monies

Elected Official Reports

Grand County Clerk/Auditor Gabriel Woytek

- Tax Valuation Notices sent to county property owners, those in need of assistance directed to Treasurer's Office for information on relief and abatement programs, Appeal deadline September 15, those property owners who have not received a notice should contact the Clerk/Auditor's Office, property owners encouraged to sign up for emailed notices.
- Attended UAC Summer Clerk's conference, to participate with Lt. Governor's office in the completion of an Election Handbook.

Commission Administrator Report

Commission Administrator Mallory Nassau

Recent visit to Grand Center to become

Associate Commission Administrator Quinn Hall

- Implementation of CivicClerk software and website redesign coming this week

General Business - Action Items, Discussion and Consideration of:

A. Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July 2022

Motion by Vice-Chair McGann to table Item A

Motion Seconded by Commissioner Clapper

Discussion (none at this time)

Motion passes 7-0

B. Approval of the Non-Disclosure Agreement forms for the MOAB! Tourism Grant and STAR Business Grant evaluation committees

Presentation

Director Granath described the reasoning behind the proposed action, as applicants wish to keep financial information confidential.

Motion by Commissioner Clapper to approve the non-disclosure agreement forms for use by Grand County Economic Development in facilitating their STAR Business Grant and MOAB! Tourism Grant evaluation and selection processes.

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 7-0

C. Approval of a contract for an “Interactive Destination Map” with Wander App Inc. (August Granath, Economic Development Director)

Presentation

Granath discussed need to develop a reliable mapping service to assist with Travel Council efforts. 3 bids received. Total cost of proposed contract \$14,000, within budget, contract passed legal review. Data collection will be useful in understanding visitor behavior and for promoting responsible recreation stewardship. Commissioner Walker sought clarification on ownership of data provided on app, Granath clarified that by ownership he meant ability to edit and control the product and the content it displays. A representative from Wander App further clarified this relationship. Commissioner Stock spoke to the importance of aligning with the Canyonlands Natural History Association and Bureau of Land Management in developing content for this app, and Granath confirmed that Active Trails and Transportation maintains open communication with all relevant land management agencies. Commissioner Walker sought confirmation that the app would allow Grand County to highlight motorized trails, and that the app would include trails located within national parks. Commissioner Walker also sought confirmation that there would be no advertisements contained within the app, and it was confirmed that sponsorships would be available but no native advertisements would be displayed. Commissioner Kovash sought clarification regarding the annual cost associated with the service, and also inquired about the intention of this service as a resource for particular audiences or as a viable alternative to already existing analogous services. Audience segmentation strategy and a targeted audience approach has not been contemplated at this time. Commissioner Kovash inquired about who will be supplying content like text and photographs contained within the app, and what metrics will be used to measure the success of the service. Granath clarified that this is a year-by-year commitment and user metrics will be tracked and presented for analysis.

Motion by Commissioner Walker to approve the contract with Wander App Inc. for the development of an “Interactive Destination Map.”

Motion Seconded by Commissioner McGann

Discussion

Commissioner Walker expressed excitement regarding the positive potential for this service and the suitability for this service as an advertising mechanism.

Motion passes 7-0

A. Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 – July 2022

Presentation

Director Russell McCallister offered an introduction and brief overview. Commissioner Stock inquired about the air quality monitoring data and if there is any up to date information about air quality for Spring 2022. McCallister confirmed that it has been within an acceptable level, in compliance despite a high wind spring, data to follow.

Motion by Commissioner McGann to approve the Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 2021 to July 2022

Motion Seconded by Commissioner Walker

Discussion (none at this time)

Motion passes 7-0

D. Approval of the Special Event Permit for the 2022 COTAH Rally (August Granath, Economic Development Director)

Presentation

Granath presented application as shown in the packet. BLM speed limit and EPA stamp stipulations needed to be updated prior to approval approval at this meeting. Commissioner Hedin confirmed that the event would include 40 participants.

Motion by Commissioner McGann to approve the special event permit for the 2022 COTAH Rally pursuant to Ordinance No. 643 with the following conditions: 1) all motorcycles used or ridden in the special event shall be equipped with an exhaust muffler bearing the Federal EPA required labeling applicable to the motorcycle's model year, stating that the exhaust system meets the 82 dBA standard at 50 feet, as set out in the Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E, as required by Section 11.06.030(B) of Grand County's General Ordinances; and 2) the event organizer shall inspect all such motorcycles and certify compliance to Grand County in writing on or before the first day of the event; 3) the event organizer shall disqualify all such motorcycles not bearing the EPA stamp; 4) the event organizer shall comply with all Stipulations of its BLM SRP including a maximum speed of 25 mph on all BLM managed roads and trails; and 5) participants/motorcycles shall not exceed the maximum speed of 25 mph on all dirt roads in Grand County (aka County D Roads) unless otherwise posted.

Motion Seconded by Commissioner Hedin

Discussion

Commissioner Clapper highlighted that the event is sanctioned by the American Motorcycle Association which carries with it a number of regulations and that this event constitutes a good fit for area events. Commissioner McGann expressed appreciation for the good Samaritan clause in the event rules. Commissioner Walker agreed that this appeared to be a low-impact event in a relatively lower use area, and stated that he hopes that piecemeal approval of events will be discontinued.

Motion passes 7-0

E. Volunteer Appointment to the Noxious Weed Board

Presentation

Motion by Commissioner Stock to approve the appointment of Chris Marlor to Grand County's Noxious Weed Control Board with a term ending December 31, 2023.

Motion Seconded by Commissioner Hedin

Discussion

Commissioner Stock clarified that this appointment was a replacement for the previous Bureau of Land Management representative.

Motion passes 7-0

F. Appointment of a New Alternate Board Member of the Community Renewable Energy Agency

Presentation

Motion by Commissioner Stock to approve the appointment of Elissa Martin as an alternate board member for the Community Renewable Energy Agency Board and authorize the chair's signature on the related letter.

Motion Seconded by Commissioner Clapper

Discussion

Commissioner Stock clarified that it was customary to have one staff member and one elected official on this board, and that Martin will provide valuable continuity for representing Grand County.

Motion passes 6-0, Walker absent

Consent Agenda – Action Items

G. Grand County Children's Justice Center Annual Contract

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

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 7-0

Public Hearings- Possible Action Items (none scheduled)

Future Considerations

Vice-Chair McGann would like the consideration of improving interior acoustics in the large meeting room at the Grand Center and the potential designation of funds in the upcoming budget season for this purpose. McGann also highlighted that Grand County goes above and beyond in soliciting public comment and engagement during Commission meetings.

Citizens to be Heard (none at this time)

Chair Hadler adjourned meeting at 5:39pm

Jacques Hadler
Chair, Grand County Commission

Gabriel Woytek
Grand County Clerk/Auditor

DRAFT

Transportation Element.

STAFF RECOMMENDATION: Suspend the rules to leave the public hearing open and approve the UTMP in anticipation of applying for US DOT's Safe Streets and Roads for All Grant as a joint application with the City of Moab.

ATTACHMENT(S):

1. Proposed Resolution
2. [Grand County and City of Moab Unified Transportation Master Plan](#)

RESOLUTION No. _____ (2022)

**A RESOLUTION OF THE GRAND COUNTY COMMISSION ADOPTING THE
“UNIFIED TRANSPORTATION MASTER PLAN” AS AN AMENDMENT TO THE
GRAND COUNTY GENERAL PLAN**

WHEREAS, the previously named Grand County Council (Council) adopted the Grand County General Plan (the Plan) on August 5, 1996 with Resolution No. 2301, updated April 6, 2004 with Resolution No. 2654; and,

WHEREAS, the Council adopted an updated Grand County General Plan with Resolution No. 2976, on February 7, 2012, as amended, for the purpose of regulating present and future needs;

WHEREAS, on May 17, 2022 the Grand County Commission approved Resolution No. 3319 adopting an update to the 2012 General Plan, “2030 General Plan”; and,

WHEREAS, the Plan, as required by Title 17 title 17, 27a of the County Land Use Development and Management Act (CLUDMA), includes a “Transportation” element; and,

WHEREAS, the purpose of the Grand County and the City of Moab Unified Transportation Master Plan (UTMP), An Action Plan to Improve Safety for All, is to identify, plan for and prioritize near-, mid-, and long-term transportation projects, which include street connections, roadway improvements, and new pathways that will enhance connectivity, multi-modal transportation and safety; and

WHEREAS, the Planning Commission reviewed the UTMP in a public hearing on August 8, 2022 and _____ recommended _____; and,

WHEREAS, due notice was given that the Commission would meet to hear and consider the UTMP in a public hearing on August 16, 2022; and,

WHEREAS, the Commission has heard and considered all evidence and testimony presented with respect to the General Plan amendment and has determined, subsequent to said public hearing that the adoption of this resolution is in the best interests of the citizens of Grand County, Utah.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby adopt the *Grand County and City of Moab Unified Transportation Plan*, attached hereto as Exhibit “A” as an amendment to the Grand County General Plan Transportation Element.

APPROVED THIS 16TH DAY OF AUGUST, 2022, by the following vote:

Those voting aye: _____

Those voting nay: _____

Absent: _____

ATTEST:

Jacques Hadler, Chair

Gabriel Woyteck, Clerk/Auditor

Agenda Summary
GRAND COUNTY COMMISSION
August 16, 2022

TITLE:	Request for support to apply for US DOT's Safe Streets and Roads for ALL (SS4A) Grant Program, jointly with the City of Moab
FISCAL IMPACT:	Unknown
PRESENTER(S):	Elissa, Planning & Zoning Staff and Kimley Horn Associates

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING &
ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Pending

SUMMARY: The Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over the next 5 years. In fiscal year 2022 (FY22), up to \$1 billion is available. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

The SS4A program supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways.

The deadline for applications is 5:00 p.m. EDT on September 15, 2022. Kimley Horn Associates has committed to continue their work with the County and the City of Moab to assist in submitting the grant application. The County can anticipate a later ask, upon award of the grant, to provide matching funds along with the City of Moab, to total 20% of the grant award.

STAFF RECOMMENDTION: Provide the Commission's support to go forth with a grant application to US DOT's Safe Streets and Roads for All and consent to cooperate with the City of Moab in pursuing the funding opportunity and jointly implement transportation improvement projects that will improve safety for all (see attached letter of cooperation).

ATTACHMENT(S):

1. Letter of Cooperation
2. Draft project list

Letter of Cooperation and Commitment on the Safe Streets for All Grant
Joint Application for Project Implementation Funding
DRAFT 8/9/2022

Dear Secretary Buttigieg,

Thank you for considering the Joint Application by Grand County and the City of Moab for the Safe Streets for All Grant Program. The timing couldn't be better. We have recently completed and adopted our **July 2022 Grand County & City of Moab, Unified Transportation Master Plan, An Action Plan to Improve Safety for All (Plan)**.

In the same manner that our two Jurisdictions collaborated on the development of the Plan we have prepared the Joint Application for Implementation of a comprehensive set of projects and strategies to address our collective challenges. We believe we have met at least four of the Grant requirements for eligibility as outlined in the application.

For purposes of the Joint application, Grand County will be the lead applicant and the City of Moab will be a supporting signatory. We believe that this multijurisdictional approach has allowed us to successfully craft a highly effective plan of action which by covering 39 square miles, demonstrates that it is clearly regional in scope. We believe that continuation of this regional approach by eligible applicants in Grand County is the best avenue to being awarded Implementation funding from USDOT to execute our Action Plan to Improve Safety for All.

By this Letter of Cooperation and Commitment both Grand County and the City of Moab pledge to work collaboratively on the Implementation Plan as applied for, and to jointly fund the 20% match required by the Grant.

We look forward to working with you and your staff on this incredibly important SS4A program. Please do not hesitate to contact either of us if you have any questions.

Sincerely,

Jacques Hadler
Chair, Grand County Commission

Joette Langianese
Mayor, City of Moab

Date: _____

Date: _____

SS4A Grant DRAFT project list

Project Number	Project Name	Project Description
AT2	Dogwood Avenue and US 191 Area Crossing	Construct enhanced pedestrian crossing on US 191 near Dogwood Avenue (PHB/HAWK crossing)
AT3	Millcreek Drive Sidewalk Improvements	Construct sidewalk where missing on Millcreek Drive, Spanish Valley Drive to bridge north of Lasal Road
AT10	Shared-Use Path Construction and Connections; Pack Creek and Mill Creek	Construct a shared-use path that connects the pedestrian hybrid beacon on US 191 at City Market crossing Pack Creek to Kane Creek Boulevard and north to 300 South; also connect to 100 West
AT12	Spanish Valley Drive Shared-Use Path	Construct a shared-use path on Spanish Valley Drive from Millcreek Drive to South County line

Potentially adding based on quantitative safety benefit.

Captured as part of "Roadway Plan 1" below.

Potentially adding based on quantitative safety benefit.

Will need clarification from County on which portion(s) of this will be included.

Project Number	Project Name	Project Description
R4	Millcreek Drive/Aggie Boulevard and US 191 Traffic Signal	Construct traffic signal at Millcreek Drive and US 191 intersection
Roadway Plan 1	Millcreek Drive Corridor Assessment and Preliminary Plan	<p>Prepare preliminary plans for the Millcreek Drive from Spanish Valley Drive to Fourth East, including the Fourth East/300 South intersection. Plans may identify improvements to the following:</p> <ul style="list-style-type: none"> • Millcreek Drive / Spanish Valley Drive • Millcreek Drive / Murphy Lane • Millcreek Drive / Sand Flats Road • Millcreek Drive / Fourth East • Fourth East / 300 South
	400 North/100 West Roundabout	Contribution to Construction Costs

Policy Name	Description
Complete Streets Policy	Develop a Complete Streets Policy or Ordinance to guide future design of multimodal streets. The policy or Ordinance will emphasize County and City goals to accommodate all users and modes of the transportation system, particularly downtown (e.g., trucks, vehicles, pedestrians, bicycles).

Could also include the plan to develop both a County and City Policy or Ordinance for Complete Streets if that helps bolster the application.

Agenda Summary

GRAND COUNTY COMMISSION

August 16, 2022

TITLE:	Awarding Bid and Associated Contract with with BAE Urban Economics for the “Local Workforce Housing and Affordable Housing Nexus Study & Linkage Fee Analysis” (Study)
FISCAL IMPACT:	\$130,320
PRESENTER(S):	Elissa, Planning & Zoning

Prepared By:
ELISSA MARTIN
GRAND COUNTY
PLANNING & ZONING

FOR OFFICE USE ONLY:
Attorney Review:

Pending

Suggested Motion 1:

I move to approve the award and associated contract for the Local Workforce Housing and Affordable Housing Nexus Study & Linkage Fee Analysis to BAE Urban Economics for a sum not to exceed \$130,320.

OR

Suggested Motion 2:

I move to approve the award and associated contract for the Local Workforce Housing and Affordable Housing Nexus Study & Linkage Fee Analysis to BAE Urban Economics for a sum not to exceed \$130,320, conditional upon the following items:

1. Receipt of the Certificate of Insurance (if not yet received), and
2. Attorney review

SUMMARY: The Request for Proposals (RFP) for the Study was initiated on July 7, 2022 and concluded with the one proposal from BAE Urban Economics being submitted by the deadline of August 1, 2022. As there was only one bid, a selection committee was not formed and BAE Urban Economics was chosen for the award.

Planning & Zoning staff are confident in the decision to contract with BAE Urban Economics based on their past experience and work in the Moab area, in conducting the previous 2018 Housing Nexus Study which provided the basis for both the County and City’s Assured Housing ordinances at that time, as well as recently completing a separate study for the City of Moab that supported the recently approved Active Employed Households ordinance.

The study will provide the basis to implement an update to the Assured Housing section of the Land Use Code by providing methods for increasing deed restricted housing for “locals”, as well as incentives for increasing the number of affordable housing units in the County.

Phase I of the study (\$67,840) includes two components capturing two different interpretations of the relationship between new development and housing demand. For consistency with other regional efforts (i.e., Moab's Active Employment Housing requirements), the study will provide the necessary analysis to implement a workforce housing requirement as a "use standard" as opposed to a proportional exaction. A linkage fee analysis will also be provided as an alternative or complimentary method to increasing workforce housing. The two methods will be evaluated for effectiveness so that the County may choose the best tool to implement.

Phase II of the study (\$62,480) is optional, and would evaluate the feasibility of two programs: a deed restriction purchase program to incentivize homeowners and real estate buyers/sellers to deed restrict their property for local residents of Grand County, with the purpose of preserving a pool of homes for primary occupancy. And an ADU incentive program by which grant money is used to assist property owners in the construction of ADU's, helping with construction costs, impact fees, etc..

ATTACHMENT(S):

1. Independent Contract Agreement with BAE Urban Economics

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 16th day of August, 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 **BAE Urban Economics**, a California corporation located at 803 2nd Street, Suite A, Davis, CA, 95516 (the “Contractor”).

WITNESSETH

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

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

1. **SERVICES.** Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as *Exhibit A* (the “Services”):
 - (1) Local Workforce Housing and Affordable Housing Nexus Study and Linkage Fee Analysis; and
 - (2) *Optional*, at County’s sole discretion, Phase II feasibility analysis

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”):

Beginning on the Effective Date and ending at the conclusion of the studies identified above, but not later than August 16, 2023.

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

3. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on or before August 16, 2023.
4. **PAYMENT.**

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: a maximum of \$67,840 for the Local Workforce and Affordable Housing Nexus Study and Linkage Fee Analysis. The County has the option to contract with BAE Urban Economics for the Phase II Feasibility Analysis as described in the scope of work for a maximum of \$62,480. The total maximum compensation should the County choose to exercise its option for the feasibility analysis is \$130,320 (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.
5. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.
6. **CONTRACTOR, DEFINED.**
 - a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
 - b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
 - c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor’s employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
 - d. This Section shall survive expiration or termination of this Agreement.
7. **OWNERSHIP RIGHTS.** Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the County. Contractor further

understands and agrees that the County shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The County has the right to use or not use the Work Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose. This Section shall survive expiration or termination of this Agreement.

8. CONFIDENTIALITY. All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants to the County that Contractor is free to enter into this Agreement and that Contractor's performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the County that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services. This Section shall survive expiration or termination of this Agreement.

10. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

- i. *Commercial General Liability* with coverage not less than 1 million each occurrence with a \$2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;
- ii. *Professional Liability* with coverage of not less than \$1 million each claim and \$2 million aggregate; 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

11. BREACH. As used herein, Breach shall mean any failure by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

12. TERMINATION OF AGREEMENT.

a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.

b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

- c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.
13. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct (all whether by act, error and/or omission) of the contractor, its officials, agents, or employees. This Section shall survive expiration or termination of this Agreement.
14. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control (“Force Majeure”), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.
15. ENTIRE AGREEMENT / SUBCONTRACTORS. This Agreement together with its exhibits and RFP and bid documents contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

16. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
17. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.
18. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
19. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement
20. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
21. SEVERABILITY. The invalidity of any portion of this Agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
22. UNDERSTANDING AND EFFECT OF AGREEMENT.
 - a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
 - b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

- c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

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

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

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

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

Contractor's Signature Printed Name of Contractor and Title _____
Date

County Signature Chair, Grand County Commission _____
Date

ATTEST:

Grand County Clerk/Auditor Date

Contact Information

Contractor's Contact Information

Name: Matt Kowta
Title: Managing Principal
Address: 803 2nd St., Suite A
Davis, CA 95616
Phone: (530) 750-2195
Email: mkowta@bae1.com

County's Assigned Project Manager

Name: Elissa Martin
Title: Planning & Zoning Director
Address: 125 E. Center St.
Moab UT 84532
Phone: (435) 259-1371
Email: emartin@grandcountyutah.net

Exhibit A
Scope of Work

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

EXHIBIT B
Certificates of Insurance

bae urban economics

Local Housing and Affordable Housing Nexus Study and Linkage Fee Analysis
Prepared for the Grand County, Utah
July 22, 2022



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July 22, 2022

Elissa Martin
Planning and Zoning Director
Planning and Zoning Department
Grand county, Utah
125 East Center Street
Moab, Utah, 84532

Dear Ms. Martin:

We are pleased to provide the attached proposal to prepare a *Local Housing and Affordable Housing Nexus Study and Linkage Fee Analysis*.

As authors of the 2018 Housing Nexus Study Phase I and II, as well as our more recent work with the City of Moab on their Active Employment Housing requirements, we believe that we are particularly well positioned to leverage our prior work to quickly and efficiently provide Grand County with top quality information for use in the Land Use Code (LUC) and General Plan update, which will thoughtfully respond to demands created by recent state legislation.

BAE's proposed scope of work for this assignment recognizes the County's need for a two-pronged approach, including inclusionary and business linkage type policies for the provision of locals only housing, as well as a separate density bonus and up-zoning policies aimed at incentivizing the provision of 'moderate-income' at below market rates. The scope of work is based on that prepared by BAE in April of this year, but has been significantly revised to align with the requirements of the RFP. Also, the scope of work includes an optional employee and employer survey task. While not strictly necessary, exercise would provide valuable information that BAE could use to better inform assumptions regarding the nature of workforce housing needs in Grand County, including both full-time and seasonal workers for whom data is largely unavailable from most conventional public data sources.

For the purposes of this proposal, we have elected not to submit full scope and budget detail for the optional phase II work regarding the establishment of a deed restriction purchase program, similar to the Vail In-Deed model, and an accessory dwelling unit incentive program. While we have notable recent experience in both of these areas, we would welcome the opportunity to speak with the County in more detail regarding goals and study options. This will allow us to better tailor a scope of work and budget to fit the County's expressed needs.

San Francisco
2560 9th St., Suite 211
Berkeley, CA 94710
510.547.9380

Sacramento
803 2nd St., Suite A
Davis, CA 95616
530.750.2195

Los Angeles
448 South Hill St., Suite 701
Los Angeles, CA 90013
213.471.2666

Washington DC
1140 3rd St. NE, 2nd Floor
Washington, DC 20002
202.588.8945

New York City
234 5th Ave.
New York, NY 10001
212.683.4486

Per the RFP, we are proposing an aggressive timeline that would allow completion of the requested phase I scope of work by the end of November 2022. This will allow more than enough time to complete the requested work, while also offering some flexibility and avoiding the need for public hearings as we enter the winter holiday season and end of year festivities.

We look forward to speaking with the selection committee in more detail regarding our proposal. In the meantime, if you have any questions about our firm, qualifications, experience, or project proposal, please do not hesitate to give me a call at (530) 219-0682.

Sincerely,



Matt Kowta
Managing Principal

BAE Urban Economics
803 2nd Street, Suite A
Davis, CA 95616

(530) 219-0683 (c)

(530) 750-2195 (o)

mkowta@bae1.com

Table of Contents

QUALIFIATIONS, KNOWLEDGE, AND EXPERTISE	1
Firm Overview	1
Experience of Proposed Key Personnel	3
Previous Experience Working with Locality	13
Firm Previous Project Experience.....	14
Individual Project Experience	19
Sub-Consultants	19
Additional Information	19
PROPOSED SCOPE OF WORK, TIMELINE, AND COST	21
Proposed Scope of Work	21
Resources and Availability.....	25
Proposed Project Timeline.....	27
Cost of Services to be Provided.....	29

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QUALIFICATIONS, KNOWLEDGE, AND EXPERTISE

Firm Overview

BAE Urban Economics, Inc., is an award-winning, national urban economics and real estate consulting practice. Since 1986, we have completed more than 2,400 engagements for public agencies, non-profit organizations, financial institutions, and real estate investors and developers, including numerous housing needs assessments, inclusionary housing and business linkage policy studies, and housing finance plans, for a variety of jurisdictions (including repeat clients) over multiple policy cycles.

Staffing and Offices

All of our work is led by seasoned professionals, who are responsible for project direction and quality control. We have 14 professional staff and three admin staff across five main offices in Davis, Berkeley, and Los Angeles in California, as well as Washington D.C. and New York City. We also have individual staff members based in Truckee, California, and Atlanta, Georgia.

Core Service Areas

BAE offers a broad range of services oriented towards the nexus of market economics and feasibility and community-based planning. Some of our key practice areas include:

- Affordable and workforce housing needs
- Market and financial feasibility analyses
- Public-private partnership (P3) structuring and negotiation support
- Public finance and infrastructure financing
- Fiscal impacts and economic benefits analyses
- Sustainability and transit-oriented development (TOD)
- Economic development and revitalization
- Public policy analysis and strategy development

All of BAE's work is closely tailored to the needs of our clients. If you have a need that aligns with our core competencies, but which falls outside of the above service areas, please let us know so that we can develop a custom scope of work and/or refer you to one of our partners.

Work Philosophy

BAE's passion for the "triple bottom-line" of sustainable economics, community equity and social justice, and environment sustainability makes us unique among urban economists. We believe that there are practical solutions to urban issues which will achieve this triple bottom-line, and that consideration of environmental impacts and social benefits, as well as financial returns, results in the highest quality outcomes and the best overall value for our clients.

Our company has practiced this same philosophy since our inception with intentional investments in our staff and workplaces to foster creativity, collaboration, innovation, and a

commitment to excellence in all that we do. We foster an environment of “confidence through competence,” wherein we empower staff to grow as independent professionals and subject area experts, yet also foster the soft skills necessary to work collaboratively, recognizing each other’s strengths and imperfections. We bring a similar approach to our clients, seeking to augment, enhance, and build on their internal capacity to better achieve their mission(s).

The BAE Difference Shows

We have earned more awards for excellence than any other firm in our field, and our clients have retained us repeatedly over our 36-year history.

Awards for Excellence

- 2022** Redondo Beach Artesia & Aviation Corridors Area Plan, Economic Planning + Development Award, Los Angeles Section, APA
- 2020** Cache Creek Parkway Plan, California State Chapter, APA
Long-Beach Civic Center P3, Project of the Year, Design-Build Institute of America (DBIA) Western Pacific Region; Best Project, Government/Public Building. Southern California, Engineering New Record
- 2019** Envision Stockton 2040 General Plan Update, California State Chapter, APA
Brentwood Priority Area 1 Specific Plan, Northern California Section, APA
LA Affordable Housing Linkage Fee Ordinance, Los Angeles Section, APA
Santa Clara Valley Agricultural Plan, Governor’s Environmental and Economic Leadership Award
NASA Research Park Housing, Best Public/Civic Project, Silicon Valley Business Journal
- 2018** Sacramento Central City Specific Plan, Northern California Section, APA
- 2016** Downtown South San Francisco Specific Plan, Northern California Section, APA
Long Beach Civic Center Master Plan, Southern California Section, APA
Vacaville General Plan Update, California State, APA
- 2015** NASA/Google Moffett Airfield Lease, *Best Public/Civic Project*, Silicon Valley Business Journal;
Real Property Innovation Award–Asset Management, US General Services Administration
- 2014** Oroville Arts, Cultural, and Entertainment District Plan, Sacramento Valley Section, APA
- 2011** Butte County General Plan Update, Sacramento Valley Section, APA
- 2010** West Broadway Urban Village Specific Plan, Northern California Section, APA
Baltimore State Center, Charter Award, Congress for New Urbanism
- 2009** Stewardship Council Land Conservation Plan, Association of Environmental Professionals
- 2008** Google Campus @ NASA Research Center, Silicon Valley Business Journal Deal of the Year
San Leandro Downtown TOD Strategy, ABAG Growing Smarter Together
23rd Street Specific Plan, City of San Pablo, Northern California Section, APA
- 2007** West Savannah Neighborhood Plan, Georgia Chapter, APA
Early Care & Education for All Plan for Alameda County, Northern California Section, APA
- 2006** Presidio Trust Management Plan, ULI Award for Excellence

- 2005** Coyote Valley Vision, Charter Award, Congress for the New Urbanism
- 2004** West Hyattsville TOD Strategy, AASHTO Best Project of the Year
Golden Gate National Recreation Area Wireless Communications Facility Siting Guidelines, Real Property Innovation, US General Services Administration
- 2003** NASA Research Park, Real Property Innovation, US General Services Administration
Bay Area Smart Growth Strategy, Charter Award, Congress for the New Urbanism
- 2002** Interstate MAX Station Area Plan, Oregon Chapter, APA
- 2001** Avila Beach Specific Plan, California Chapter, APA
- 2000** NASA Research Park Economic Development Workbook, Northern California Section, APA
- 1980s & 1990s** Woodland East Street Corridor Specific Plan, Sacramento Valley Section, APA
Stockton Waterfront Revitalization Strategy, California Chapter, APA
Presidio Main Post Marketing Campaign, National Association of Installation Developers
The California Affordable Housing Cost Study, California Chapter, APA

For more information regarding our firm, please visit our website at www.bae1.com.

Experience of Proposed Key Personnel

If selected as the preferred consultant, Matt Kowta, Managing Principal, will function as Principal-in-Charge for this assignment. Matt was the project manager for the 2018 *Assured Housing Feasibility Analysis* that this research seeks to update. Matt will be assisted by Aaron Nousaine, Associate Principal, who will function as BAE’s in-house project manager. Aaron is also familiar with the Grand County economic context through his recent work with the City of Moab on the newly established active employment housing requirement. Staff support for this assignment will be provided by Matt Fairris, Senior Associate, and Phuong (Nyny) Vu, Analyst. Figure 1 illustrates these relationships in a project organizational chart. Full bios for all relevant staff are provided beginning on the following page.

Figure 1: Project Organizational Chart



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bae urban economics

Matt Kowta, MCP
Managing Principal



Education

Master of City Planning,
UC Berkeley

Bachelor of Arts,
Geography, UCLA

Professional Experience

For over 25 years, Matt has pioneered innovative techniques in economic analysis to meet the challenges of contemporary urban development. Matt oversees consulting operations spanning all of BAE's offices, supporting clients with expertise in development feasibility and market analysis, affordable and workforce housing, public finance and fiscal impact, and strategic economic development.

Matt has managed numerous studies relating to affordable housing, workforce housing, inclusionary housing policies, and housing impact analyses. He also has extensive experience modeling development feasibility for housing ranging from single-family and townhouses to high density multifamily projects. Since 2016, he has provided the Town of Windsor with on-call technical services to support the Town's affordable housing efforts, including helping to renegotiate the housing affordability requirements for a large multifamily project, developing and assisting with two NOFA rounds for the Town's affordable housing fund, and evaluating developer responses. Matt is currently leading BAE's work assisting Palm Beach County, Florida with a workforce housing program update.

Matt has managed housing-related studies throughout California and he is currently managing BAE's work for HCD as a subcontractor for the California AI and AB 686 implementation. He has completed other projects in diverse locations including OR, WA, FL, UT, MN, NY, and CO.

Assured Housing Study

City of Moab and Grand County, UT
Residential and Commercial Market Analysis; Financial Feasibility; Density Bonus Analysis; Residential and Commercial Linkage Fee.

Inclusionary Housing Policy and On-Call Technical Services

Town of Windsor, CA
Affordable and Workforce Housing Need; Inclusionary Housing Nexus; Financial Feasibility Analysis; Negotiation Support; NOFA and Proposal Evaluation; Funding Recommendation.

Inclusionary Housing Policy Update

City of Sacramento, CA
Affordable and Workforce Housing Need; Inclusionary Housing Nexus; Financial Feasibility Analysis.

Innovative Housing Options Study

City of West Hollywood, CA
Housing Needs Assessment; Housing Types Evaluation; Financial Feasibility Analysis; Policy.

San Francisco

2600 10th St., Suite 300
Berkeley, CA 94710
510.547.9380

Sacramento

803 2nd St., Suite A
Davis, CA 95616
530.750.2195

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448 South Hill St., Suite 701
Los Angeles, CA 90013
213.471.2666

Washington DC

1140 3rd St. NE, 2nd Floor
Washington, DC 20002
202.588.8945

New York City

234 5th Ave.
New York, NY 10001
212.683.4486

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bae urban economics

Aaron Nousaine, MCRP
Associate Principal



Education

Master of City and
Regional Planning,
UNC Chapel Hill

Bachelor of Science,
Political Economy,
CSU Monterey Bay

Professional Experience

Aaron has more than 15 years of experience in the field of affordable and workforce housing, economic development, revitalization/redevelopment, and planning. As Associate Principal, Aaron plays a key role in the day-to-day management of BAE's broad portfolio of consulting assignments. While Aaron conducts technical analyses across BAE's full range of services, he also specializes in inclusionary housing and business linkage fee analysis, affordable and workforce housing needs assessment, mixed-use and transit-oriented development financial feasibility analysis, fair housing assessment, economic and fiscal impacts.

Aaron has provided economic analysis in support of numerous inclusionary housing policy updates and business linkage fee studies, including recently for the Town of Windsor in California, the City of Bloomington in Minnesota, and for Palm Beach County in Florida. Aaron also recently worked with the City of Moab, Utah, on a partial update of the 2018 Moab and Grand County Assured Housing Study, as well as analysis intended to inform the City's recently adopted Active Employment Households requirement for new developments.

Aaron also has extensive experience preparing affordable and workforce housing needs assessments in communities with visitor oriented economic fundamentals (e.g., second home demand, short-term rentals, etc.), including within the Lake Tahoe region, California's North Coast (e.g., Eureka), Los Angeles and San Diego, and the Pacific Coast of Florida, among other tourist destinations.

Active Employment Housing Requirement

City of Moab, UT
Assured Housing
Market Conditions
Update; Case Study
Analysis; Induced
Workforce Housing
Need; Workforce
Housing Need at
Community Buildout.

Inclusionary and Business Linkage Fee Update

Town of Windsor, CA
Affordable and
Workforce Housing
Need; Inclusionary
Housing Nexus;
Business Linkage Fee
Analysis; Financial
Feasibility Analysis;
Negotiation Support;
NOFA and Proposal
Evaluation; Funding
Recommendation.

Inclusionary and NOAH Housing Policy

City of Bloomington,
MN
Housing Needs
Assessment;
Inclusionary Housing
Nexus; Financial
Feasibility Analysis.

Workforce Housing Policy Update

Palm Beach County, FL
Workforce Housing
Needs Assessment;
Inclusionary Housing
Nexus; Financial
Feasibility Analysis;
Compliance Options.

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Washington, DC 20002
202.588.8945

New York City

234 5th Ave.
New York, NY 10001
212.683.4486

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bae urban economics

Matt Fairris, MCP
Senior Associate



Professional Experience

Matt Fairris is a Senior Associate with BAE and provides research and analytical support for BAE's consulting assignments throughout the Country. He specializes in pro forma feasibility modeling and market analysis in support of affordable and market-rate residential development advisory.

His recent experience includes market analysis and financial feasibility analysis in support of revisions to local inclusionary housing ordinances and in-lieu fees in South San Francisco, Windsor, and Stockton. He also conducted in-depth residential development modeling and developer solicitation for public sector site dispositions, including the State of California Excess Sites program, Alameda County's Broadway Sites in Downtown Oakland, and several Santa Clara Valley Transit Authority-owned sites, among others. Matt also contributed to neighborhood-level market analysis and financial feasibility analysis of various residential, commercial, and industrial prototypes in support of community benefit policy analysis. These include studies in the Eastern Neighborhoods of San Francisco, and the Route-1 South Plan Area in Alexandria, Virginia.

During his time at UC Berkeley, Matt was part of the winning team in the Bank of America Low-Income Housing Challenge and the Big Ideas competition, both focusing on innovative approaches to providing affordable housing in a diverse range of locations. Matt also teaches a real estate finance course in the Department of Urban and Regional Planning at San Jose State University.

Inclusionary Housing Feasibility Study

City of South San Francisco
Inclusionary Housing and In-lieu Fee; Financial Feasibility Analysis.

Inclusionary Housing Feasibility Study

Town of Windsor
Market Analysis; Inclusionary Housing and In-lieu Fee; Financial Feasibility Analysis; Developer Solicitation.

Inclusionary and NOAH Housing Policy

City of Bloomington, MN
Housing Needs Assessment; Inclusionary Housing Nexus; Financial Feasibility Analysis.

Excess Sites Disposition

State of California
Market Analysis; Affordable Housing Financial Feasibility Analysis; Site Disposition Strategy and Negotiation.

Education

Master of City Planning,
UC Berkeley

Bachelor of Science,
Environmental Policy
Analysis and Planning,
UC Davis

San Francisco

2560 9th St., Suite 211
Berkeley, CA 94710
510.547.9380

Sacramento

803 2nd St., Suite A
Davis, CA 95616
530.750.2195

Los Angeles

448 South Hill St., Suite 701
Los Angeles, CA 90013
213.471.2666

Washington DC

1140 3rd St. NE, 2nd Floor
Washington, DC 20002
202.588.8945

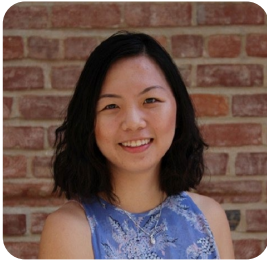
New York City

234 5th Ave.
New York, NY 10001
212.683.4486

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bae urban economics

Nyny (Phuong) Vu Analyst



Education

Bachelor of Science,
Environmental Science
and Management

Professional Experience

Nyny (Phuong) Vu brings a strong foundation in research, complex database development, and geospatial analysis to consulting assignments across the BAE's full range of services.

Nyny provides data collection and analysis to support BAE's work on affordable and inclusionary housing studies throughout California and the U.S. Her work for recent housing studies includes collection of demographic and economic data through primary and secondary research techniques and analysis of housing sales data for the Cities of Los Angeles, Truckee, and Windsor, and the El Dorado County in California and the City of Montgomery in Maryland. In addition, Nyny also recently provided analytical support for the Active Employment Housing requirement in Moab, Utah, which assessed the economic impacts of workforce housing policy in the City.

Nyny will be pursuing graduate education with the UC Berkeley Department of City and Regional Planning. Prior to joining BAE, Nyny worked as a Research Associate with the University of Santiago de Compostela in Spain. She was also a Parks Planning intern for the City of Sacramento Department of Youth, Parks, and Community Enrichment and a GIS intern for the Sacramento Area Council of Governments (SACOG). Nyny holds a Bachelor of Science in Environmental Science and Management with a minor in Spanish from the University of California, Davis.

Active Employment Housing Requirement

City of Moab, UT
Residential Market
Analysis; Real Estate
Research and
Outreach.

Housing Nexus Study

City of Dallas, TX
Residential Market
Analysis; Real Estate
Research.

Inclusionary Housing Study

City of Los Angeles, CA
Residential Market
Analysis; Land Cost
Research.

Inclusionary Housing Study

City of Windsor, CA
Residential Market
Analysis; Land Cost
Research.

Housing Market Study

El Dorado County, CA
Residential Market
Analysis; Real Estate
Research and
Outreach.

Housing Market Study

Montgomery County,
MD
Residential Market
Analysis; Real Estate
Research and
Outreach.

San Francisco

2600 10th St., Suite 300
Berkeley, CA 94710
510.547.9380

Sacramento

803 2nd St., Suite A
Davis, CA 95616
530.750.2195

Los Angeles

448 South Hill St., Suite 701
Los Angeles, CA 90013
213.471.2666

Washington DC

1140 3rd St. NE, 2nd Floor
Washington, DC 20002
202.588.8945

New York City

234 5th Ave.
New York, NY 10001
212.683.4486

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Previous Experience Working with Locality

BAE's recent experience working in Grand County includes preparation of the 2018 Assured Housing Feasibility Analysis for the City of Moab and Grand County (mentioned in the RFP), as well as our more recent work with the City of Moab on development of their Active Employment Housing requirements. The following are brief descriptions of each of these research efforts.

Assured Housing Feasibility Analysis
City of Moab and Grand County, UT

Completed May 2018



Facing intense market pressures due to a booming tourist economy and limited construction of new workforce housing, the City of Moab and Grand County retained BAE to prepare a feasibility study for implementation of assured housing policies. In the first part of a two-phase study, BAE first conducted a detailed market analysis and affordable housing needs assessment, to identify housing affordability gaps in the local market rate single-family and multifamily housing supply. BAE prepared financial feasibility development pro-formas for a range of real estate product types, including single- and multifamily housing, retail, office, and lodging uses, to identify their ability to incorporate payment of assured housing (i.e., housing in-lieu) fees to mitigate for impacts on below market-rate housing demand. Based on the findings from the phase one analysis, BAE's second phase analysis analyzed the maximum justifiable assured housing requirements (inclusionary percentages as well as in-lieu fee levels) and compared those to the maximum financially feasible fee levels as identified in the phase one pro-forma analyses. From these findings, BAE recommended assured housing fee levels and also provided recommendations for program implementation that would help the jurisdictions achieve affordable housing goals while not excessively burdening market rate development and providing flexibility in how projects comply with requirements.

Client Contact:

John Guenther, Director of Planning
Grand County
125 East Center Street
Moab, UT 84532
(435) 259-1343
jguenther@grandcountyutah.net



The City of Moab retained BAE in early 2022 to prepare an economic analysis in support of the City's proposed Active Employment Housing Ordinance. The intent of the Active Employment Housing Ordinance is to require that new housing developments set aside a specified share of the proposed units for Active Employment Households (AEHs). The ordinance is being put forward in the interest of ensuring long-term workforce availability in Moab, with a goal of balancing tourism-based demand for accommodations and services with the needs of the businesses and workers. The research was divided into two phases. The first phase reviewed workforce housing policies being implemented in the Towns of Breckenridge and Vail, as well as Summit County in Colorado; the Town of Truckee and Placer County in California; and in Whistler, British Columbia. The second phase of the research evaluated projected workforce housing demand in Moab and estimated the share of the City's remaining buildout capacity that should be set aside for AEHs in order to offset induced demand for workforce housing resulting from residential development, and to offset resident workforce demand at full non-residential buildout. The results of BAE's research then helped to inform development of the City's draft policy.

Client Contact:

Cory Shurtleff, Planning Director
City of Moab
217 E. Center Street
Moab, UT 84532
(435) 259-5129
cshurtleff@moabcity.org

Firm's Previous Project Experience

Nexus Study Expertise

BAE has conducted numerous nexus studies to identify legally defensible and financially-feasible housing impact fees and inclusionary requirements. We are currently working on

inclusionary housing fee studies for the cities of Los Altos, South San Francisco, and Windsor in the greater San Francisco Bay Area of California, as well as two studies for the City of Los Angeles, including an update of our seminal 2016 inclusionary housing study. We have experience conducting similar studies dating back more than 20 years for numerous clients ranging from smaller jurisdictions like Truckee, California, to large cities like New York.

We are adept at conducting nexus studies that clearly demonstrate the link between new market-rate residential units or new commercial development and the need for affordable housing within the local community, using widely-accepted methodologies and precise analysis of local data to identify legally defensible and financially feasible inclusionary requirements and in-lieu fee rates. BAE uses the IMPLAN input-output model to forecast employee generation and ties this to local Public Use Microdata Series data related to household income, from the American Community Survey.

In addition to rigorous technical analyses to determine the legally defensible fee rates, our nexus studies evaluate local market conditions and policy objectives to recommend fee structures and on-site affordability requirements that are realistic and actionable. We have conducted extensive case study research on affordable housing linkage fees and inclusionary requirements, including in visitor oriented real estate markets like Moab and Grand County. BAE will draw on our extensive knowledge of housing impact fee and inclusionary housing best practices to recommend appropriate policies for Grand County.

Financial Feasibility Analysis Expertise

BAE routinely recommends that nexus studies include an analysis to establish the fee rates that are economically feasible, which allows cities to maximize fee revenue while minimizing the impacts on new development. Fee rates that exceed the feasibility threshold could limit or prevent new development, which in turn would prevent the City from collecting the fee revenues that new development could otherwise generate.

BAE has prepared over 250 financial feasibility analyses for various types of development projects, including financial feasibility analyses as part of our housing impact fee and inclusionary nexus studies. For the Los Angeles Affordable Housing Linkage Fee Nexus Study, BAE evaluated the financial feasibility of four residential product types and seven commercial uses, across the City's varied market areas, to provide targeted and feasible fee recommendations. For Palm Beach County, BAE evaluated four different development prototypes with eight different policy iterations, resulting in 32 unique pro forma financial models. BAE was more recently retained by the California Department of General Services to evaluate the financial feasibility of new affordable and workforce housing projects being proposed on government owned property, including evaluation of developer pro forma financial models for errors and opportunities for improvements that might further the public interest. BAE is also currently preparing financial feasibility models to test the ability of new development to absorb new inclusionary housing in-lieu and business linkage fees in South

Lake Tahoe, California, in an effort to identify options for establishing new dedicated funding sources for affordable and workforce housing.

BAE's substantial experience in financial feasibility analysis represents a considerable asset for the Grand County's Assured Housing Policy update. We understand the factors that impact development feasibility, enabling us to develop real-world estimates of feasible commercial and residential fee rates and the proportion of on-site affordable residential units that developers can contribute to support the community's affordable housing goals.

Los Angeles Housing Linkage Fee Study

Completed September 2016

City of Los Angeles



BAE completed the City of Los Angeles Affordable Housing Linkage Fee Nexus Study. This landmark work, completed in less than five months, was prepared as three key components: a detailed nexus study for both commercial and residential linkage fees resulting in calculations of maximum legal fee levels by land use, a real estate market analysis based on CoStar and CoreLogic sales data and REIS rent data (residential) used to categorize 144 neighborhoods into low, medium, or high market condition, and a financial feasibility analysis of 7 commercial prototypes and 4 residential prototypes across the market condition categories to test the maximum feasible fee. The study also estimated annual linkage fee revenues under four proposed Fee Options. Background work included over 20 case studies of cities in California and elsewhere with linkage fee programs.

As part of the study, BAE also organized and co-facilitated three workshops which invited more than 50 developers, housing advocates, and academics to engage in the study process. Additional direct interviews with leading Los Angeles commercial and market-rate residential developers were also conducted to firm up assumptions and obtain feedback.

Although multiple options for structuring the fee were presented in the report, the actual implementation has proved challenging for the City. BAE proposed multiple ways to structure

the fee, including an option to charge a low, flat fee throughout the City or tier the fee based on market conditions. After significant deliberation, the City decided on a flat fee for administrative ease and in response to developer concerns. BAE has been supporting the City through the implementation process.

Client Contact:

Claire Bowin, City Planner
City of Los Angeles
200 North Spring Street
Los Angeles, CA 90012
(213) 978-1213
Claire.bowin@lacity.org

NYC Inclusionary Housing Study
NYC HPD, NYC DCP, and HDC

Completed March 2016



BAE conducted an extensive feasibility study of potential Mandatory Inclusionary Housing policies under consideration by the de Blasio administration. BAE worked with a large staff Working Group comprising department representatives from three agencies: NYC Housing & Preservation Department, NYC Department of City Planning, and NYC Housing Development Corporation. The Study commenced with an extensive demographic and market analysis of NYC's housing market by neighborhood, utilizing DCP's Neighborhood Tabulation Areas (NTAs). During this initial period, BAE also facilitated two large stakeholder meetings, with private sector residential and mixed-use developers, and with affordable housing advocates and experts. Additional personal interviews with developers, lenders, and appraisers were also conducted. The analysis for this phase resulted in a categorization of all NYC neighborhoods by market condition across a range of market strength from Very Strong to Weak. BAE also researched a comprehensive set of financial model inputs including construction costs, 421a program parameters, and rents/sale prices by building type and market area.

For the second part of the Study, BAE formulated a detailed cash flow model to accommodate and test an array of changes in zoning along with requirements for various levels of inclusionary housing affordable to low income households. BAE then used the cash flow

model to test over 1,000 scenarios with variables by building type, market area, presence of 421a tax benefits, and available affordable housing subsidies.

Because New York City covers a vast geography with variation between strong and weak markets, one challenge faced in this study was to develop a methodology to categorize neighborhoods across the five boroughs. Settling on an analytical unit required deliberation because too large of geographic unit would mean combining weak and strong markets; too small of a geography would mean sparse data at the expense of statistical significance. The project team settled on Neighborhood Tabulation Areas (NTAs), a DCP classification that divided New York City into 114 geographic units. BAE acquired point-level data for market rents and sales price per square foot, geocoded, and sorted by NTA.

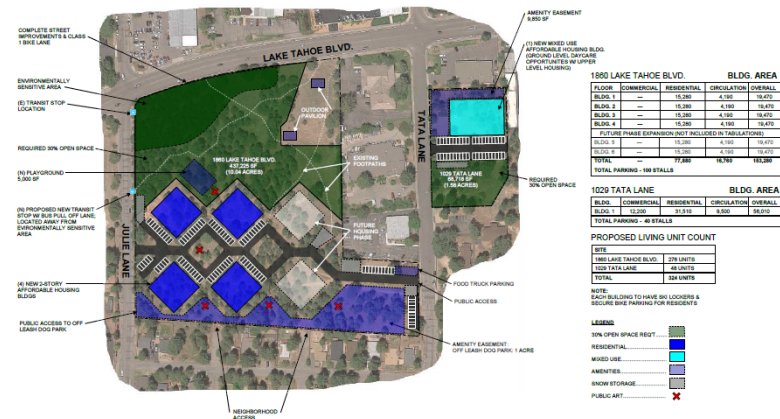
Client Contact:

Jim Quinlivan, Senior Vice President of Administration
 New York City Housing Development Corporation
 110 William Street
 New York, NY 10038
 (212) 227-5500
jquinlivan@nychdc.com

Excess Sites Program Implementation
 California Department of General Services

Completed March 2020

BAE recently supported the State of California for one of its most ambitious affordable housing initiatives. In early 2019, California Governor Gavin Newsom issued Executive Order (EO) N-06-19 that directed the State to identify excess real estate holdings that can be leveraged for the development of affordable and workforce housing. The EO required that the Department of General Services (DGS) begin offering property to affordable housing developers by no later than September 30, 2019. With the deadline to begin implementation looming, DGS solicited qualifications from a select group of highly regarded real estate advisory firms in concert with the Department of Housing and Community Development (HCD) for assistance with implementation of the new State Excess Sites Program.



Due to our housing and real estate advisory experience and expertise, as well as our well-established working relationship with HCD, DGS selected BAE to assist with implementation of the Excess Sites program. BAE's scope of work for this assignment includes assisting with development of criteria that DGS and HCD can use to evaluate and prioritize the release of sites for housing development. BAE then conducted market research and financial feasibility analysis to support development of multiple requests for proposals (RFPs) that DGS used to solicit interest from real estate developers. We leveraged our considerable experience to provide DGS and HCD with clear guidance regarding the evaluation of developer proposals and identification of requirements for inclusion in developer RFPs related ground leases and disposition and development agreements that protect the public interest while allowing for innovation in project design.

DGS issued the first developer solicitation on September 30, 2019, for a site located in the City of Stockton and selected Visionary Home Builders as the preferred builder in early 2020 from multiple proposals. BAE has since evaluated numerous proposals for affordable housing development on a variety of sites ranging up to 120 acres in size throughout the state, including in the cities of Costa Mesa, Sacramento, San Diego, San Francisco, and South Lake Tahoe, as well as on a site in unincorporated Lake County. BAE is currently working with DGS in a similar process for an industrial site in Chino.

Client Contact:

Jonathan Heim, Asset Enhancement Manager
Department of General Services
707 3rd Street, 5th Floor
West Sacramento, CA 95605
(916) 375-4125
jonathan.heim@dgs.ca.gov

Individual Project Experience

All individuals proposed for engagement on this project have been employed with BAE for many years; therefore no additional individual project experience is being reported.

Sub-Consultants

BAE does not currently propose to use any sub-consultants for the purposes of this assignment.

Additional Information

The RFP requirements for the proposal process are quite thorough. No additional information is being provided under this section.

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PROPOSED SCOPE OF WORK, TIMELINE, AND COST

As discussed in the RFP, recently adopted Utah legislation dictates that while Grand County must prepare an implementation plan for how the community will address housing needs at all income levels, the community cannot mandate that new residential developments include income-restricted (i.e., 80 percent of AMI or below) housing without provision of offsetting incentives as is often done under more traditional inclusionary housing policy models. For this reason, the County is updating section 6.15 of the Land Use Code (LUC). The research is also taking place concurrent with the County's ongoing General Plan update. For these reasons, the County is requesting a selective update and expansion of the Housing Nexus Study Phase I and II, also known as the Moab Assured Housing Study, prepared by BAE in 2018.

The following section of the proposal outlines BAE's proposed scope of work, schedule, and cost proposal for this assignment. We welcome the opportunity to further refine these materials upon selection by the County to ensure that the end work products best reflect the needs of the community and align with key legislative and community milestones.

Proposed Scope of Work

The following section identifies the specific steps that BAE proposes to take to complete the requested analysis.

Task 1: Project Kickoff Meeting

Under this task, the BAE team will participate in a virtual kickoff meeting with County staff to review the scope of work, schedule, and budget. The County and BAE will each identify a main point of contact and will discuss communication procedures. The group will also agree upon a schedule and format for periodic progress reports and deliverables. BAE will also request any relevant background materials that have not already been provided by the County, such as the Moab Area Affordable Housing Plan being prepared by the Moab Area Housing Task Force. The group will also discuss procedures for ensuring that the nexus and linkage fee study is appropriately coordinated with the ongoing LUC and General Plan updates. The group will also confirm the land uses to be included in the market analysis and nexus/linkage analyses.

Task 2: Update Workforce Housing Needs Analysis

Under this task, BAE will prepare an update to, and expansion of, the housing needs assessment prepared in 2018 as part of the Housing Nexus Phase I study. Per the RFP, the analysis will breakout estimated current and projected future housing need based on the following subgroups:

- a. Year-round workforce housing needs
- b. Seasonal workforce housing needs

c. Other resident housing needs

To do this, the analysis will leverage leading edge methods pioneered by BAE for use in markets with significant seasonal workforce housing demand. BAE will leverage data from the U.S. Census Bureau's (Census) Public Use Microdata Sample (PUMS) prepared for the 2018 Housing Nexus Study to identify the number of permanent resident households in Grand County that include at least one local worker by income level. BAE will compare the workforce household estimate to total households to estimate the number of other non-workforce households residing in Grand County. BAE will then leverage data from the Quarterly Census of Employment and Wages (QCEW) to estimate seasonal fluctuations in countywide employment by industry. BAE will then apply worker to household conversion factors developed from the PUMS data to identify seasonal housing demand by income level. To the extent possible based on the available data, BAE will also identify the extent to which households within each category are adequately served by the existing housing stock (e.g., the extent to which they face HUD defined housing problems, like overcrowding, inadequate facilities, and/or excessive housing cost burdens).

Once completed, BAE will prepare a narrative for inclusion in the draft report that identifies estimated current and projected future locals and workforce housing demand by type and income level and analyzes demand within the context of current real estate market conditions. More specifically, BAE will discuss the extent to which demand originating from different types of local and workforce households may align with different housing product types, such as long-term rental housing versus entry level ownership housing versus executive housing, etc. BAE will then use this information to outline the percent of new housing development that can be justifiably set aside for deed-restricted locals only housing as part of Task 4.

Task 2a: Employer and Employee Survey (OPTIONAL)

As an optional task, BAE will prepare hard copy and online survey instruments to survey employers and employees regarding housing needs and preferences. The results of the surveys will then be used to further refine the estimates of existing and projected year-round and seasonal workforce housing demand. BAE will submit draft surveys to the County, for review and comment. Upon receipt of comments, BAE will make revisions and submit the final survey instruments to the County.

The employee survey will inquire about topics such as the employee's work location, occupation, whether they have a single year-round job or work multiple seasonal jobs each year; overall household income level; place, type, and tenure of residence; living arrangements, household size, and other household characteristics; permanent or other place of residence; housing costs and affordability; and satisfaction with existing housing situation and preferences for different housing arrangements. In addition, the survey can include questions regarding respondent's experiences in searching for and securing suitable housing in Grand County. The business survey will question local

employers about their type of business; number and type of workers; seasonal versus year-round employee counts by job classification; perceptions about affordable housing needs; perceptions of workforce housing availability; projected employment growth; and impacts on employee recruitment and retention.

While BAE will develop a hard copy survey instrument, the SurveyMonkey online survey platform will be the primary mechanism for administering the surveys. The County will be responsible for distributing information about the survey to members of the public and the business community. Once the survey period has lapsed, BAE will enter data from any completed hard copy surveys and will download the compiled response data for analysis. Upon completing survey data entry and cleaning, BAE will analyze the data and prepare a brief memorandum summarizing the key data points.

Task 3: Update Housing Market Conditions Analysis

BAE will collect information from the Census regarding key demographic and housing market statistics in Grand County, including population and household growth, key household demographics (e.g., householder age, household size, etc.), housing units by type (e.g., single-family, multifamily, mobile home, etc.), household tenure, housing vacancy by type, etc. BAE will also review available information provided by the County regarding the prevalence of homelessness within the County and the valley overall, as well as characteristics of persons experiencing homelessness and their relative housing situations (e.g., seasonal camping for work, etc.). BAE will also collect information on current rental housing market conditions from CoStar, including number of units by size, average and median rent, vacancy rates, and deliveries of new units. Information on the for-sale market will be collected from ListSource, including average and median sale price by unit type and size. BAE will also interview up to five property managers and real estate brokers to get their perspectives on current market conditions and trends. As part of this analysis, BAE will explore and clearly identify the key drivers of demand for housing and home price appreciation in Grand County, including but not limited to population and employment growth, second home demand and wealth creation in nearby metropolitan areas, and institutional investment activity, among other factors.

Task 4: Update Workforce Housing Nexus (Policy A)

Concurrent with preparation of the updated workforce housing demand estimates and housing market conditions analysis, BAE will prepare a selective update of the residential nexus analysis based on calculations prepared in 2018. The analysis will include two components capturing two different interpretations of the relationship between new development and housing demand.

Task 4a: Workforce Housing Demand Through Buildout

For consistency with other regional efforts (i.e., Moab's Active Employment Housing requirements), BAE will request information from the County regarding the net remaining development capacity (i.e., total buildout capacity minus existing

development) that exists throughout the County under the existing LUC. BAE will then estimate the new population and employment increment through buildout and will apply household conversion factors prepared as part of the 2018 study to estimate additional housing demand through buildout by income level. BAE will use information from the market analysis to translate from household income level to tenure and housing type. BAE will then compare total workforce housing demand resulting from residential and non-residential buildout to the County's total housing capacity to estimate the share of the remaining buildout capacity to be set aside.

Task 4b: Workforce Housing Demand Induced by New Development

Under this task, BAE will also apply more traditional methods for preparing inclusionary housing nexus analyses that estimate the number of new housing units by income level and unit type that would need to be provided to mitigate for the induced employment impacts of new residential and non-residential development. BAE will do this based on induced employment figures prepared for the 2018 Housing Nexus Study Phase I and II. Under this task, BAE will also leverage information collected under task 5 to prepare updated estimates of the fee amount that may be charged to residential and non-residential development in-lieu of providing required housing.

Task 4c: Potential for Fee Waiver Options

Per the RFP, BAE will identify an assortment of options for potential waivers of workforce housing requirement in cases of economic hardship, as well as potential metrics that the County should monitor that could trigger suspension of the workforce housing requirement during economic downturns, as well as procedures for analyzing the policy periodically regarding effectiveness and appropriateness to the market.

Task 5: Evaluate Incentives Options (Policy B)

Recognizing recent changes to the statewide policy framework regarding moderate income housing, the County is currently considering options for leveraging the County's density bonus policy and opportunities for "up-zoning" to incentivize delivery of moderate-income and workforce housing. BAE proposes to assist the County in development and refinement of an updated density bonus/up-zoning policy by modeling up to four prototype development projects and evaluating the impact of different density and unit scenarios on financial feasibility. This approach will provide the County with a better perspective on the extent to which increases in density provide opportunities to generate 'excess' value that can be leveraged for community benefits, including moderate-income and/or workforce housing. BAE will conduct research regarding the cost and revenues associated with new development for the four identified land use types and will evaluate the extent to which each prototype is financially feasible under current market conditions, as well as the extent to which each prototype may be able to absorb the imposition of additional in-lieu and linkage fees. BAE will also conduct sensitivity testing to identify changes to each prototype that improve feasibility and increase the ability to absorb the cost of additional in-lieu and linkage fees, or costs

associated with construction of required locals only or moderate-income housing units. BAE will then evaluate the financial feasibility of each prototype under up to four different density and unit scenarios to identify the level at which a policy would successfully balance development feasibility/profit potential and community benefits. BAE will then identify options for updating the County's LUC and associated density bonus policy, as well as preferred deal terms that the County may consider incorporating into future development agreements.

Task 6: Prepare Draft and Final Reports

Upon completion of the prior tasks, BAE will compile a draft report that summarizes key findings from the above analysis. Upon receipt of one consolidated set of comments from County staff, BAE will revise the document and provide the County with a final report. BAE staff will attend one virtual meeting to discuss the draft report with County staff and up to two virtual meetings of the County Commission to present key findings and answer questions. BAE staff may be available to attend meetings in-person at an additional cost.

Potential Phase II Work

The RFP describes two potential phase II work products including an analysis of a deed restriction purchase program and an accessory dwelling units incentive program. BAE has recent experience conducting studies in both of these subject areas and is well positioned to assist the County in this regard. However, due to the potential complexity associated with preparing work scopes for these very different analyses, BAE has elected not to provide full scope and budget detail as part of this proposal. Nonetheless, we would welcome the opportunity to discuss these studies in more detail with County staff.

Resources and Availability

BAE has extensive experience in successful project management for both small- and large-scale projects spanning as little as a few weeks to multiple years. With five main offices and 14 professional staff, BAE has the staff capacity to assign personnel as needed to ensure availability of the required expertise and the efficient delivery of work products.

Most BAE staff handle several projects at one time, with varying timelines, each project typically has a duration of a few weeks to a year or more. These varying timelines, and the large number of staff allows us to rearrange each staff member's workload as needed. Each BAE office uses weekly staff meeting to review staffing assignments, monitor budget utilization and progress on projects, and provide additional staff resources as needed to meet project timelines, expertise requirements, and client expectations.

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Proposed Project Timeline

The following is BAE’s proposed schedule for completion of this assignment, which will be refined further in coordination with City staff upon selection. Per the terms of the RFP, BAE proposes to complete the project before the end of calendar year 2022.

Table 1: Proposed Project Schedule with Key Deliverables

Task	Proposed Project Schedule (Weeks)																	
	August				September				October				November					
	1	8	15	22	29	5	12	19	26	3	10	17	24	32	7	14	21	28
1. Project Kickoff Meeting																		
2. Update Workforce Housing Needs Analysis																		
2a. Employer and Employee Survey (Optional)																		
3. Update Housing Market Conditions Analysis																		
4. Update Workforce Housing Nexus (Policy A)																		
4a. Workforce Housing Demand Through Buildout																		
4b. Workforce Housing Demand Induced by Development																		
4c. Potential Fee Waiver Options																		
5. Evaluate Incentive Options (Policy B)																		
6. Prepare Draft and Final Reports																		
										Draft				Final			Hearing	

Progress
 Deliverables

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Cost of Services to be Provided

The BAE team proposes to complete the scope of work described above on a fixed-fee basis for \$84,280, or \$67,840 excluding the optional employer and employee surveys. The total cost includes all direct and indirect costs, as well as all anticipated out-of-pocket expenses, such as data purchases, which are passed on without markup. Table 2, on the following, summarizes the component costs by task and staff person.

The total cost proposal for this effort is notable lower than previously proposed by BAE in April of 2022, prior to the issuance of the RFP. The reduction in cost is due to adjustments that BAE made to the scope of work to align with the range of services requested in the RFP, including adjustments to the approach for the nexus analysis and a reduction in the number of land use types to be included in the evaluation of potential incentive options.

Note that the current budget assumes that BAE will participate in project team meetings and public hearings in a virtual capacity. BAE staff are available to attend key public workshops and hearings in-person as needed at an additional cost of \$2,000 per trip, assuming four hours of staff time, plus airfare, car rental, and overnight accommodations.

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Table 2: Proposed Project Budget

Task	BAE Urban Economics				
	Managing Principal	Associate Principal	Senior Associate	Senior Analyst	Total
<i>hourly rates</i>	\$320	\$280	\$200	\$115	
1. Project Kickoff Meeting	1.00	2.00			880.00
2. Update Workforce Housing Needs Analysis	2.00	16.00	4.00	8.00	6,840.00
2a. <i>Employer and Employee Survey (Optional)</i>	1.00	24.00	24.00	40.00	16,440.00
3. Update Housing Market Conditions Analysis	1.00	8.00	8.00	40.00	8,760.00
4. Update Workforce Housing Nexus (Policy A)	7.00	16.00	8.00	0.00	8,320.00
4a. <i>Workforce Housing Demand Through Buildout</i>	2.00	8.00	6.00	0.00	4,080.00
4b. <i>Workforce Housing Demand Induced by Development</i>	1.00	4.00	2.00	0.00	1,840.00
4c. <i>Potential Fee Waiver Options</i>	4.00	4.00	0.00	0.00	2,400.00
5. Evaluate Incentive Options (Policy B)	6.00	40.00	60.00	80.00	34,320.00
6. Prepare Draft and Final Reports	2.00	16.00	8.00		6,720.00
Reimbursable Expenses					\$2,000.00
<i>Data Purchase</i>					\$2,000.00
Totals	\$6,400.00	\$34,160.00	\$22,400.00	\$19,320.00	\$84,280.00
<i>Total, Excluding Optional Tasks</i>	<i>\$6,080.00</i>	<i>\$27,440.00</i>	<i>\$17,600.00</i>	<i>\$14,720.00</i>	<i>\$67,840.00</i>

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Memorandum

To: Elissa Martin, Planning Director, Grand County Utah

From: Aaron Nousaine, MCRP, Associate Principal

Date: August 11, 2022

Re: Draft Scope of Work and Budget for Optional Phase II Analysis

Grand County issued a request for proposals (RFP) in July of 2022 for a consultant to prepare a *Local Housing and Affordable Housing Nexus Study and Linkage Fee Analysis*. In addition to the submittal requirements and desired scope of services, the RFP also references a possible Phase II research effort that would include to key components, including analysis of a possible deed restriction purchase program and an accessory dwelling unit (ADU) incentive program. As of August 10th, BAE was notified of the County's intent to award the Phase II contract. As part of that discussion, County staff also requested that BAE prepare a draft scope and budget for the Phase II research that may be incorporated into the service contract as optional tasks.

Scope of Work for Optional Phase II Analysis

The following tasks are divided into multiple subtasks recognizing that the requested analyses do not, in and of themselves, represent discrete actions, but rather end deliverables which require multiple steps to implement and prepare.

Task 1: Project Kickoff Meeting

BAE will participate in a virtual kickoff meeting with County staff to review the scope of work, schedule, and budget for the Phase II analysis. BAE will request any relevant background materials that have not already been provided by the County.

Task 2: Deed Restriction Purchase Program Analysis

Under this task, BAE will prepare an analysis of options for establishing a deed restriction purchase program designed to incentivize property owners, buyers, and developers to deed restrict housing units for full-time occupancy, possibly with additional requirements regarding resident workforce status. The purpose of the analysis is to identify potential parameters for the program and an estimated cost.

Task 2.a: Evaluate Residential Vacancy Trends

Under this task, BAE will evaluate the available data from the U.S. Census Bureau regarding residential vacancy status in unincorporated Grand County over time. This will include an evaluation of the size and characteristics of the available housing stock, with the intent of illustrating trends in housing production, the share of the housing stock that is occupied full-time, and the share of the housing stock that is vacant and/or occupied only seasonally. To the extent possible based on the available data, BAE will make distinctions between units in the for-sale versus rental housing markets, as well as between detached single-family homes and higher density housing types. The purpose of this analysis is to highlight changes in the share of the housing stock that is available for full-time occupancy and the rate at which existing and newly developed housing is being removed from the available housing inventory.

Task 2.b: Qualitatively Assess Impacts of Deed Restrictions on the Economy

BAE will conduct up to five interviews with local economic development professionals and key representatives from the business community to assess the extent to which a lack of adequate and affordable workforce housing options is impacting the availability and price of labor in Grand County. BAE will also conduct interviews with representatives from two peer communities that have successfully implemented

similar programs to identify ways in which the program impacted the local economy. Based on key findings from the interviews, BAE will prepare a summary of the economic costs and benefits that may accrue as a result of implementation of the deed restriction purchase program for inclusion in the draft and final reports.

Task 2.c: Identify Deed Restriction Purchase Program Options

BAE will leverage work previously conducted in other communities to prepare a matrix that identifies an array of options and programmatic considerations commonly used for deed restriction purchase programs. The matrix will cover the array of housing types that may be eligible for the program (e.g., existing and/or newly constructed single-family, existing and/or newly constructed multifamily rental, second units, etc.), preferred program participants types (e.g., new home buyers, existing homeowners, residential single-family and multifamily developers, the Town of Truckee, etc.), and other programmatic options, such as local employment requirements (e.g., whether at least one person in the residence should be employed for a minimum number of hours within a specified area), income limits (e.g., whether residents of deed restricted units should be required to have a combined household income within a specified range), resale restrictions or value recapture clauses (e.g., a cap on annual appreciation that can be retained by the property owner upon sale, often instituted as a mechanism to maintain affordability), deed restriction renewal provisions (e.g., deed restriction to renew upon sale, first right of refusal for County purchase, etc.), and connections to other supportive financial programs or tools (e.g., down payment assistance, special mortgage programs, etc.). The matrix will provide a description of each option and a qualitative summary of relative pros and cons. BAE will provide the draft matrix and will facilitate one virtual meeting with County staff to discuss the matrix.

Task 2.d: Stakeholder Working Group Meeting Facilitation (OPTIONAL)

As an optional task, BAE will facilitate up to two virtual meetings of a local stakeholder working group to review key findings from tasks 1.a/b and the deed restriction purchase program options matrix prepared under task 1c. The purpose of these meetings is to inform stakeholders about the intent of the program and receive input regarding the community's priorities for the program. For example, while some communities like Vail, Colorado, have implemented programs that are quite broad in scope, others like Truckee, California, have structured their programs more narrowly. Differences in programmatic structure are generally reflective of community priorities (i.e., which housing needs are most important) and appetite for risk (i.e., the broader the parameters, the more risk for abuse of the program), which are highly unique. BAE will be available to facilitate and will prepare a presentation and other meeting content. County staff will be responsible for identifying and inviting potential participants and arranging all necessary scheduling and meeting logistics.

Task 2.e: Prepare Program Design Recommendations (OPTIONAL)

Upon completion of the prior tasks, BAE will prepare a summary of recommendations for the design of the deed restriction purchase program. This will include identification of anticipated participant types, housing types, occupancy and/or income restrictions, and annual acquisition targets based on funding availability. BAE will facilitate a virtual meeting with County staff to collect feedback and finalize recommendations.

Task 2.f: Participation in County Commission Meeting #1

Staff from the consultant team will virtually participate in one County Commission meeting following completion of the deed restriction purchase program analysis. The budget for this task assumes that County staff will prepare the staff report and presentation, with members of the consultant team available to answer questions. BAE staff may be available to attend meetings in-person at an additional cost.

Task 2.g: Prepare Draft and Final Reports

Upon completion of prior tasks, BAE will prepare a draft report summarizing key findings and recommendations from the analysis which will be provided to County staff for review in Microsoft Word format. Upon receipt of one consolidated set of comments on the draft report, BAE will revise the document and submit a final copy.

Task 3: Accessory Dwelling Unit (ADU) Incentive Program Analysis

Under this task, BAE will analyze the relative affordability of accessory dwelling units (ADUs) relative to workforce wages in Grand County to identify the extent to which Ads may help to address workforce housing needs within the community. The analysis will then also include an evaluation of construction costs for ADUs in Grand County and will identify potential points of intervention to facilitate construction and affordability.

Task 3.a: Evaluate Affordability of ADUs for Workforce Households

Under this task, BAE will research current market rate rents associated with ADUs and similar rental housing units in Grand County and will assess their overall affordability relative to the estimated workforce housing needs identified as part of the Phase I research effort.

Task 3.b: Evaluate Cost to Build an Average ADU

BAE will then request any information that the County may have readily available regarding the cost to develop an ADU based on recently submitted development proposals, including estimated costs associated with County imposed fees. BAE will also conduct up to five interviews with local builders to identify the current cost to construct an average ADU and will identify the relative cost reduction and/or subsidy that would be required to achieve the desired level of affordability. Based on the construction cost information collected under this task, BAE will recommend possible points of intervention (i.e., costs that the County may be able to influence using available grants or other funding sources).

Task 3.c: Prepare ADU Incentive Program Recommendations

BAE will then prepare a set of draft recommendations identifying ways in which the County may provide assistance to property owners interested in constructing ADUs. The analysis will also identify some of the common concerns expressed by residents in communities aiming to leverage ADUs to assist with the housing availability and affordability crisis, including concerns related to ADUs not being used for full-time housing (e.g., being left vacant or being used only occasionally by friends and relatives), as well as the relative affordability of ADUs.

Task 3.d: Prepare Draft and Final Reports

Upon completion of prior tasks, BAE will prepare a draft report summarizing key findings and recommendations from the analysis which will be provided to County staff for review in Microsoft Word format. Upon receipt of one consolidated set of comments on the draft report, BAE will revise the document and submit a final copy.

Proposed Budget

The BAE consultant team proposes to complete the above scope of work on a fixed-fee, percent of task complete basis with a total budget of \$62,480, including optional tasks, or \$55,520 excluding optional tasks. Table 1, on the following page, breaks down the budget by task and staff member with associated billing rates (rates are subject to revision on or after January 1, 2023). Miscellaneous expenses are passed through to the client with no markup.

Table 1: Proposed Budget for Phase II Analyses

Task	BAE Urban Economics				
	Managing Principal	Associate Principal	Senior Associate	Senior Analyst	Total
<i>hourly rates</i>	\$320	\$280	\$200	\$115	
1. Project Kickoff Meeting	1	2			\$880
2. Deed Restriction Purchase Program Analysis	11.5	68	34	12	\$30,900
2a. Evaluate Residential Vacancy Trends	0.5	2	4	8	\$2,440
2b. Qualitatively Assess Impacts of Program	0.5	24	16		\$10,080
2c. Identify Deed Restriction Program Options	0.5	6			\$1,840
2d. Stakeholder Working Group Meeting (OPTIONAL)	2	8			\$2,880
2e. Prepare Program Design Recommendations (OPTINAL)	2	8	6		\$4,080
2f. Participate in County Commission Meeting	2	4			\$1,760
2g. Prepare Draft and Final Reports	4	16	8	4	\$7,820
3. Accessory Dwelling Units Incentive Program Analysis	4	26	80	36	\$28,700
3a. Evaluate Affordability of ADUs to Workforce Households	0	2	8	16	\$4,000
3b. Evaluate Cost to Build an Average ADU	0	4	40	16	\$10,960
3c. Prepare ADU Incentive Program Recommendations	2	4	16	0	\$4,960
3d. Prepare Draft and Final Reports	2	16	16	4	\$8,780
Reimbursable Expenses					\$2,000
<i>Data Purchase</i>					\$2,000
Totals, Including Optional Tasks	\$5,280	\$26,880	\$22,800	\$5,520	\$62,480
<i>Excluding Optional Tasks</i>	\$4,000	\$22,400	\$21,600	\$5,520	\$55,520

EXHIBIT B
Certificates of Insurance



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Grand County, a political subdivision of the State of Utah

Location(s) Of Covered Operations:

Grand County, Utah

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 57 WBC NT0764

Endorsement Number:

Effective Date: 01/01/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BAE URBAN ECONOMICS, INC.

2560 9TH ST STE 211

BERKELEY CA 94710

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
AUGUST 16, 2022

TITLE:	Approval of the cooperative marketing program with Canuckiwi and the Utah Office of Tourism.
FISCAL IMPACT:	\$7,000
PRESENTER(S):	Ben Alter, Economic Development Specialist Melissa Stocks, Assistant Marketing Director

Prepared By:

Ben Alter

Specialist,
Grand County
Economic
Development

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the opt in form and enter into the cooperative marketing program with Canuckiwi and the Utah Office of Tourism.

BACKGROUND:

Grand County Economic Development Assistant Marketing Director Melissa Stocks completed a trip to Vancouver, Toronto, and Calgary in April to learn more about Canadian visitors and their travel trends. At the IPW conference in June, Melissa connected with Canuckiwi representatives. Canuckiwi has previously partnered with the Utah Office of Tourism (UOT) and this year is offering their cooperative marketing program to Utah destinations at a discount.

Grand County Economic Development has been informed by UOT that Canuckiwi is their only vendor contracted to represent Canada. Canuckiwi is the only vendor used for travel trade, public relations, and marketing services for the markets provided above. Funding for these marketing services is accomplished through a cooperative agreement with UOT. A sole-source determination has been made; therefore, three informal bids are not required.

Because Canuckiwi is partnering with UOT to distribute its promotional content, advertising for Grand County attractions will fall within the scope of the state's responsible "Forever Mighty" recreation campaign and align with our own responsible recreation and promotion policies (established in Resolution No. 3248). Grand County will provide input on content that markets attractions in its area.

The proposed partnership with Canuckiwi and UOT would promote Grand County specifically in Canadian markets. VISA Destination Insights data (which claims to represent 60% of the credit card market) shows that, after U.S. visitors, Canadian visitors consistently contribute the greatest spend in our area. This year alone, they have already spent over \$1.4M at Moab area eateries, hotels, outfitters, and more.

Though the original Canuckiwi contract lists a due date of July 31st, 2022, Grand County has been given an extension.

ATTACHMENT(S):

1. Utah Office of Tourism Partner Opt In Form 2022
2. Utah Office of Tourism Partner Opt In Form 2022 w/ highlighting (indicates program tiers that Grand County Economic Development will pay for)
3. TravelWeek Group Canadian Trade Campaign (slide deck)
4. Expedia Canada Utah Regional Co-op Campaign 21-22 Proposal (slide deck)



**UTAH OFFICE OF TOURISM (UOT) PARTNER OPT IN FORM
DUE: July 31st, 2022**

I _____ of _____
(Signatories Name) (Name of UOT Partner)

agree to opt into the following UOT lead marketing programs for the Australia/New Zealand and/or Canadian markets in the coming UOT fiscal year. (Please tick box)

I understand that Canuckiwi Ltd (on behalf of UOT) will invoice our region for the total amount in USD of all selected partner programs as at September 1st, 2022 and be the conduit between my region and the partner involved in the cooperative program. For the majority of the programs that are to be implemented post January 1st, 2023 we are more than happy to invoice for these programs as at January 1st, 2023 if it supports and assists Utah partner budgets.

CANADIAN MARKET PROGRAM OPPORTUNITIES

During the continuation of the return to travel period between Canada & Utah we want to implement Canadian programs driving direct partner ROI through room night production. This is why two Expedia campaigns have been proposed. We also want to ensure partners have an ability to stay connected with the Canadian trade through a dedicated training and educational program opportunity with our Keeping Connected Program. This year in Canada we will partner with Travelweek Canada including guaranteed editorial content. In Australia we have options with destination webinars and KarryOn. We will continue with "Greatest Snow" focused programming in both markets.

A) Travelweek Canada – Multi Tiered Utah Regional Partners Program:

Utah Regional Partner Buy In Options: \$5550.00 USD (Tier One), \$3000.00 USD (Tier Two), \$2000.00 (Tier 3)



Campaign timing: At partners discretion (one month campaign campaign).

Tier of Interest _____

Month of Interest _____

Partner Benefit from Campaign:

- Content collated eDM written by the Canuckiwi team distributed to 5,100 Canadian agents and 300 media.
- Comprehensive stand alone partner campaign packages with Travelweek based on tier which could include a digital partner home page, editorial content, video hosting, e blasts, webinar promotion and social media posts.

Travelweek deck available by [clicking here.](#)

B) Expedia Media Greatest Snow and/or Road Trips Campaign:

Utah Regional Partner Buy In Cost: \$4000.00 USD (Featured Tier), \$3000.00 USD (Standard Tier)



Campaign timing: November 2022 (Greatest Snow on Earth Focus) March 2023 (Road trip focus)

Campaign deck [click here.](#)

Tier of Interest _____

Campaign of Interest _____

Partner Benefit From Campaign:

- Featured Tier – preferred page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Standard Tier – secondary page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Significant funding from Utah Office of Tourism for base line campaign.
- Matched funding from Expedia towards total campaign value.
- Display campaign running across all EMS sites.
- Share of impressions from total campaign value.
- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

C) Wholesale Ski Marketing Campaign – Greatest Snow on Earth Ski Focus:

Utah Regional Partner Buy In Cost: \$3000.00 USD



Campaign Timing: October 2022 – January 2023 (to align with key Canadian market booking timing)

Partner Benefit from Campaign:

- Product feature with selected ski wholesaler (s) in the campaign period on dedicated Utah landing page.
- Product feature on selected ski wholesaler (s) for Canadian Snow Expos.
- Inclusion in selected ski wholesaler content campaign featuring Utah’s Ski Resorts.
- Product feature in stand alone Utah Ski eDMs.
- Social posting per region.
- Share of total volume driven from overall Utah campaign to campaign landing page.
- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

Full campaign assets to be finalised once total number of UOT partner commitment determined. Comprehensive RFP with market ski wholesalers will be completed and selected based on total investment. (Voyages Gendron, Ski Canada, Merit Travel, Gryphon Ski)

AUSTRALIA & NEW ZEALAND UTAH PARTNER OPPORTUNITIES

For our Australia & New Zealand opportunities we will provide a staying connected educational opportunity, an OTA opportunity (proven driver of room nights), Ski Wholesale Cooperative and our Snow Travel Expo program.

A) Utah Regional Partners Keeping Connected Educational Program With Destination Webinars & Charlie Trevana:



Utah Regional Partner Buy In Cost: \$2000.00 USD

Campaign timing: At partners discretion (three week campaign).

Month of Interest _____

Partner Benefit from Campaign:

- Content collated eDM written by the Canuckiwi team distributed to 4,800 Australia and New Zealand agents and 300 media in their database.
- Fully hosted live 25 minute presentation held TWICE on the same day, normally at 9am & 12pm AEST (other times available).
- Formally introduced, and facilitated Q&A (in addition to 25 minutes presentation time)
- Hosted on Zoom Webinar 500 (max 500 attendees) with branded registration page including email opt-in check box.
- A test session a few days before we go live.
- Registration link included in weekly EDM sent to Destination Webinars' database of 1,900+ AU & NZ travel trade. You also receive the link to promote via your own channels and PR.
- Social posts covering invite, presenter bio and the recording link on Destination Webinars' Facebook and LinkedIn pages.
- [Presentation recorded and published in the Destination Webinars' library for min. 6 months.](#)

- Post-webinar follow up email to participants including recording link.
- Post-webinar report including survey, polls and the registration list to send your own follow up email.
- **BONUS 1:** A banner ad for your specialist program/trade portal/latest promo in the weekly newsletter for 2 weeks following your webinar
- **BONUS 2:** Our *Webinar Presentation Tips sheet* to help you plan your content

B) Expedia Media Greatest Snow& Road to Mighty Combination Campaign:

Utah Regional Partner Buy In Cost: \$4000.00 USD (Featured Tier), \$3000.00 USD (Standard Tier)



Campaign deck [click here.](#)

Tier of Interest _____

Campaign timing: October 2022 (To be in market in line with major USA re opening prediction and airline take off.

Partner Benefit From Campaign:

- Featured Tier – preferred page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Participating Tier – secondary page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Matched funding from Expedia towards total campaign value.
- Display campaign running across all EMS sites.
- Share of impressions from total campaign value.
- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

C) KarryOn Australia Multi Tiered Trade Media Campaign: Utah Regional Partner Buy In Options: \$5500.00 USD (Tier One), \$4000.00 USD (Tier Two), \$3000.00 USD (Tier 3) \$1500.00 USD (Tier 4)



Campaign timing: At partners discretion (one month campaign campaign).

Tier of Interest _____

Month of Interest _____

Partner Benefit from Campaign:

- Comprehensive stand alone partner campaign packages with KarryOn including based on tier which could include a dynamic display takeover, editorial content, video hosting, e blasts, run of network ads and social media posts.

KarryOn deck available by [clicking here.](#)

D) Wholesale Ski Marketing Campaign – Greatest Snow on Earth Ski Focus:

Utah Regional Partner Buy In Cost: \$3000.00 USD



Campaign Timing: May & June 2023 (to align with key market booking timing and Snow Travel Expos)

Partner Benefit from Campaign:

- Product feature with selected ski wholesaler (s) in the month of May on dedicated Utah landing page.
- Product feature on selected ski wholesaler (s) for Snow Travel Expo Flyer.
- Inclusion in selected ski wholesaler content campaign featuring Utah’s Ski Resorts.
- Product feature in stand alone Utah Ski eDMs.
- Social posting per region.
- Share of total volume driven from overall Utah campaign to campaign landing page.

- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

Full campaign assets to be finalised once total number of UOT partner commitment determined. Comprehensive RFP with market ski wholesalers will be completed and selected based on total investment. (Ski Max, My Snow/ Snow n Ski, Travelplan, Travel & Co, Amped, Mogul)

E) Snow Travel Expos & May Ski Month UOT Partner Opportunity:



Utah Regional Partner Buy In Cost: \$5000.00 USD (Minimum 5 Partners)

Ski Utah Buy In cost: \$10 000.00 USD

Utah Office of Tourism Budgeted cost: \$50 000.00 USD

Campaign Timing: May 2023

Partner Benefit from Campaign:

- Logo inclusion and placement as part of Utah Snow Travel Expo Booth in 2023 in Melbourne and Sydney
- Opportunity to attend and display collateral at Snow Travel Expo Utah Booth in Melbourne and Sydney.
- Activation inclusion at event for each partner during Snow Travel Expo's 2023
- Product Feature in Utah stand alone wholesale flyer for each region distributed at the snow travel Expo.
- Warren Miller TVC Ski Utah Video & Sponsorship.
- Warren Miller Display Image in each film pre roll across Australia and New Zealand
- Inclusion in Utah Night for presenting sponsor intermission interviews.
- Opportunity to attend and/or ship collateral for Warren Miller trade show display in Auckland, Melbourne and Sydney.
- Incorporation of contest element with influencer (Ie – Miss SnowitAll) or other sponsorship opportunity that aligns in the market.

Full campaign assets to be finalised once total number of UOT partner commitment determined.

By signing below I am committing our organization to the confirmed UOT tour operator partner programs we have selected for the 2022-2023 financial year.

(Signed)

(Date)



**UTAH OFFICE OF TOURISM (UOT) PARTNER OPT IN FORM
DUE: July 31st, 2022**

I _____ of _____
(Signatories Name) (Name of UOT Partner)

agree to opt into the following UOT lead marketing programs for the Australia/New Zealand and/or Canadian markets in the coming UOT fiscal year. (Please tick box)

I understand that Canuckiwi Ltd (on behalf of UOT) will invoice our region for the total amount in USD of all selected partner programs as at September 1st, 2022 and be the conduit between my region and the partner involved in the cooperative program. For the majority of the programs that are to be implemented post January 1st, 2023 we are more than happy to invoice for these programs as at January 1st, 2023 if it supports and assists Utah partner budgets.

CANADIAN MARKET PROGRAM OPPORTUNITIES

During the continuation of the return to travel period between Canada & Utah we want to implement Canadian programs driving direct partner ROI through room night production. This is why two Expedia campaigns have been proposed. We also want to ensure partners have an ability to stay connected with the Canadian trade through a dedicated training and educational program opportunity with our Keeping Connected Program. This year in Canada we will partner with Travelweek Canada including guaranteed editorial content. In Australia we have options with destination webinars and KarryOn. We will continue with "Greatest Snow" focused programming in both markets.

A) Travelweek Canada – Multi Tiered Utah Regional Partners Program:

Utah Regional Partner Buy In Options: \$5550.00 USD (Tier One), \$3000.00 USD (Tier Two), \$2000.00 (Tier 3)



Campaign timing: At partners discretion (one month campaign campaign).

Tier of Interest \$3000.00 USD (Tier Two)

Month of Interest September or October

Partner Benefit from Campaign:

- Content collated eDM written by the Canuckiwi team distributed to 5,100 Canadian agents and 300 media.
- Comprehensive stand alone partner campaign packages with Travelweek based on tier which could include a digital partner home page, editorial content, video hosting, e blasts, webinar promotion and social media posts.

Travelweek deck available by [clicking here](#).

B) Expedia Media Greatest Snow and/or Road Trips Campaign:

Utah Regional Partner Buy In Cost: \$4000.00 USD (Featured Tier), \$3000.00 USD (Standard Tier)



Campaign timing: November 2022 (Greatest Snow on Earth Focus) **March 2023 (Road trip focus)**

Campaign deck [click here](#).

Tier of Interest \$4000.00 USD(Featured Tier)

Campaign of Interest March 2023

Partner Benefit From Campaign:

- Featured Tier – preferred page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Standard Tier – secondary page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Significant funding from Utah Office of Tourism for base line campaign.
- Matched funding from Expedia towards total campaign value.
- Display campaign running across all EMS sites.
- Share of impressions from total campaign value.
- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

C) Wholesale Ski Marketing Campaign – Greatest Snow on Earth Ski Focus:

Utah Regional Partner Buy In Cost: \$3000.00 USD



Campaign Timing: October 2022 – January 2023 (to align with key Canadian market booking timing)

Partner Benefit from Campaign:

- Product feature with selected ski wholesaler (s) in the campaign period on dedicated Utah landing page.
- Product feature on selected ski wholesaler (s) for Canadian Snow Expos.
- Inclusion in selected ski wholesaler content campaign featuring Utah's Ski Resorts.
- Product feature in stand alone Utah Ski eDMs.
- Social posting per region.
- Share of total volume driven from overall Utah campaign to campaign landing page.
- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

Full campaign assets to be finalised once total number of UOT partner commitment determined. Comprehensive RFP with market ski wholesalers will be completed and selected based on total investment. (Voyages Gendron, Ski Canada, Merit Travel, Gryphon Ski)

AUSTRALIA & NEW ZEALAND UTAH PARTNER OPPORTUNITIES

For our Australia & New Zealand opportunities we will provide a staying connected educational opportunity, an OTA opportunity (proven driver of room nights), Ski Wholesale Cooperative and our Snow Travel Expo program.

A) Utah Regional Partners Keeping Connected Educational Program With Destination Webinars & Charlie Trevana:



Utah Regional Partner Buy In Cost: \$2000.00 USD

Campaign timing: At partners discretion (three week campaign).

Month of Interest September

Partner Benefit from Campaign:

- Content collated eDM written by the Canuckiwi team distributed to 4,800 Australia and New Zealand agents and 300 media in their database.
- Fully hosted live 25 minute presentation held TWICE on the same day, normally at 9am & 12pm AEST (other times available).
- Formally introduced, and facilitated Q&A (in addition to 25 minutes presentation time)
- Hosted on Zoom Webinar 500 (max 500 attendees) with branded registration page including email opt-in check box.
- A test session a few days before we go live.
- Registration link included in weekly EDM sent to Destination Webinars' database of 1,900+ AU & NZ travel trade. You also receive the link to promote via your own channels and PR.
- Social posts covering invite, presenter bio and the recording link on Destination Webinars' Facebook and LinkedIn pages.

- [Presentation recorded and published in the Destination Webinars' library for min. 6 months.](#)
- Post-webinar follow up email to participants including recording link.
- Post-webinar report including survey, polls and the registration list to send your own follow up email.
- **BONUS 1:** A banner ad for your specialist program/trade portal/latest promo in the weekly newsletter for 2 weeks following your webinar
- **BONUS 2:** Our *Webinar Presentation Tips sheet* to help you plan your content

B) Expedia Media Greatest Snow& Road to Mighty Combination Campaign:
Utah Regional Partner Buy In Cost: \$4000.00 USD (Featured Tier), \$3000.00 USD (Standard Tier)



Campaign deck [click here.](#)

Tier of Interest: \$4000.00 USD (Featured Tier)

Campaign timing: October 2022 (To be in market in line with major USA re opening prediction and airline take off.

Partner Benefit From Campaign:

- Featured Tier – preferred page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Participating Tier – secondary page placements, logo or image inclusion, text, link to bookable regional product (see slide 5 of deck).
- Matched funding from Expedia towards total campaign value.
- Display campaign running across all EMS sites.
- Share of impressions from total campaign value.
- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

C) KarryOn Australia Multi Tiered Trade Media Campaign: Utah Regional Partner Buy In Options: \$5500.00 USD (Tier One), \$4000.00 USD (Tier Two), \$3000.00 USD (Tier 3) \$1500.00 USD (Tier 4)



Campaign timing: At partners discretion (one month campaign campaign).

Tier of Interest \$3000.00 USD (Tier 3)
Month of Interest August/ September

Partner Benefit from Campaign:

- Comprehensive stand alone partner campaign packages with KarryOn including based on tier which could include a dynamic display takeover, editorial content, video hosting, e blasts, run of network ads and social media posts.

KarryOn deck available by [clicking here.](#)

D) Wholesale Ski Marketing Campaign – Greatest Snow on Earth Ski Focus:
Utah Regional Partner Buy In Cost: \$3000.00 USD



Campaign Timing: May & June 2023 (to align with key market booking timing and Snow Travel Expos)

Partner Benefit from Campaign:

- Product feature with selected ski wholesaler (s) in the month of May on dedicated Utah landing page.
- Product feature on selected ski wholesaler (s) for Snow Travel Expo Flyer.
- Inclusion in selected ski wholesaler content campaign featuring Utah's Ski Resorts.
- Product feature in stand alone Utah Ski eDMs.
- Social posting per region.

- Share of total volume driven from overall Utah campaign to campaign landing page.
- Full regional tracking of bookings, impressions, room nights and offers booked post campaign.

Full campaign assets to be finalised once total number of UOT partner commitment determined. Comprehensive RFP with market ski wholesalers will be completed and selected based on total investment. (Ski Max, My Snow/ Sno n Ski, Travelplan, Travel & Co, Amped, Mogul)

E) Snow Travel Expos & May Ski Month UOT Partner Opportunity:



Utah Regional Partner Buy In Cost: \$5000.00 USD (Minimum 5 Partners)
 Ski Utah Buy In cost: \$10 000.00 USD
 Utah Office of Tourism Budgeted cost: \$50 000.00 USD

Campaign Timing: May 2023

Partner Benefit from Campaign:

- Logo inclusion and placement as part of Utah Snow Travel Expo Booth in 2023 in Melbourne and Sydney
- Opportunity to attend and display collateral at Snow Travel Expo Utah Booth in Melbourne and Sydney.
- Activation inclusion at event for each partner during Snow Travel Expo’s 2023
- Product Feature in Utah stand alone wholesale flyer for each region distributed at the snow travel Expo.
- Warren Miller TVC Ski Utah Video & Sponsorship.
- Warren Miller Display Image in each film pre roll across Australia and New Zealand
- Inclusion in Utah Night for presenting sponsor intermission interviews.
- Opportunity to attend and/or ship collateral for Warren Miller trade show display in Auckland, Melbourne and Sydney.
- Incorporation of contest element with influencer (Ie – Miss SnowitAll) or other sponsorship opportunity that aligns in the market.

Full campaign assets to be finalised once total number of UOT partner commitment determined.

By signing below I am committing our organization to the confirmed UOT tour operator partner programs we have selected for the 2022-2023 financial year.

 (Signed)

 (Date)

THE **travelweek** GROUP



Utah Governor's Office *of*
Economic Development

Contact:

Annie Cicvaric

VP Media & Content Strategy

Full Service Marketing

THE TRAVELWEEK GROUP

TRAVELWEEK.CA

E-LEARNING

TRAVELWEEK MAGAZINE

TRAVEL PROFESSIONAL MAGAZINE

DISTRIBUTION AND WAREHOUSING

EMAIL MARKETING



VIRTUAL EVENTS

SOCIAL MEDIA



VIDEOS



FRENCH MARKET



WEBINARS

We have solutions for **ALL** your travel trade marketing needs!

UTAH OFFICE OF TOURISM– Canadian Trade Campaign 2022

Campaign Overview:

Travelweek will create an integrated marketing campaign on behalf of the Utah Office of Tourism and partners leveraging our dynamic multiple media channels and robust travel industry reach.

Objectives:

- Inspire and engage Canadian trade with creative content and learning
- Provide share of voice to Utah Tourism and partners
- Top of mind awareness across multi channel platforms

Measurement:

- Industry reach through database totals and impressions
- Industry engagement with click totals
- full post-campaign report



Initiatives	Tier 1	Tier 2	Tier 3
Digital Home Page – 1x month placement 4x articles, large web banner 1000 x 200, 4x week content box rotating each article weekly on Travelweek Daily newsletter 4x social media posts highlighting each article	1x		
Travelweek Daily Newsletter – 1x week sponsored content (up to 100 words) + opposite facing ad display 300 x 600		1x	1x
Video Hosting – 1x week Featured in Travelweek Daily newsletter Up to 100 words to be included in video showcase		1x	
E-blasts – dedicated messages	2x	1x	2x
Webinar – includes promotion & registration	1x	1x	
Added Value: Social Media posts –each of Facebook + Twitter	2x	2x	2x
Added Value: E-blast with dedicated message	2x	1x	
Total Impressions	894,000	394,500	132,500
Total Investment per partner package: USD Net	\$5,500 (value \$10,210)	\$3,000 (value \$7,670)	\$2,000 (value \$4,540)



Objective

Inspire and engage Canadian travel professionals later part of 2021 and into 2022, with emphasis on educational content via multi-partner campaign.

Strategy

Multi-channel distribution; newsletter eblast, content creation, social media, web

- Bespoke monthly newsletter series showcasing each Travel South partner
- Deployment over 10 months (each newsletter included 4x articles and imagery)
- Article placement on Travelweek.ca
- Social media post each of Facebook and Twitter

Results

317,380 newsletter/website impressions
55,180 newsletter opens
6,720 newsletter/website/social media engagement click throughs
3,808 social media views on Facebook and Twitter



Thank you for your consideration!

Annie Cicvaric



Travel Utah Regional Co-op CA Campaign Opportunities 2022/2023



What are Co-Op Campaigns?

Co-Op Campaigns from Expedia Group Media Solutions combines display advertising with custom landing pages to enable multiple advertisers to extend their marketing spend together, while aligning with marketing budgets and business objectives.



Better Together



Flexible and Customizable



Reach Your Relevant Audience

The screenshot displays the Expedia website interface. At the top, the Expedia logo is visible with a 'silver' badge and '834 points'. Navigation links include 'Bundle and Save', 'Hotels', 'Cars', 'Flights', 'Cruises', 'Things to Do', 'Vacation Rentals', 'Deals', 'Rewards', 'Mobile', and 'Collections'. A search bar is set to 'Hotel only' for 'Anaheim', with check-in and check-out dates set to 'mm/dd/yyyy', 1 room, 2 adults, and 0 children. A 'Search' button is present.

The main content area features a banner for 'Amazing Deals in Anaheim' with a background image of a resort pool. Below this is a promotional section titled 'Your Southern California Fun Starts in Anaheim!' with a 'visit Anaheim' logo. The text describes Anaheim as a premier destination. Below the text are three featured cards:

- Knott's Berry Farm**: Located in Southern California's Orange County, Knott's Berry Farm is an iconic theme park featuring with rides and shows in four themed areas. One of the most popular theme parks in the world, Knott's is known for Ghost Town and Camp Snoopy. Adjacent to the park is Knott's Soak City Waterpark (open May – September). [BOOK NOW](#)
- Irvine Company Resort Properties**: **Save Up to 15%**. With stunning views at The Resort at Pelican Hill and The Villas, sophisticated style at Fashion Island Hotel and innovative space at Hotel Irvine, enjoy a taste of luxury during your SoCal vacation. [BOOK NOW](#)
- Disneyland® Resort Tickets**: **Buy your multi-day Disneyland® Resort Park Hopper® Tickets Here!** Beginning April 13, 2018 Pixar Fest is a celebration you won't want to miss, filled with beloved Pixar Characters – and it's only at the Disneyland® Resort for a limited time. Experience parades, nighttime spectacles and reimagined attractions. The fun ends September 3, 2018, so this year, go for laughter. Go for memories. But most importantly – go for Friendship and Beyond! [BOOK NOW](#)

Below these cards are two more featured cards:

- Howard Johnson Anaheim Playground**: **Complimentary Self-Parking**. Howard Johnson Anaheim Hotel and Water Playground features a Castaway Cove pirate-themed water playground with prime views of the Disneyland® Resort fireworks. Guests can dine at the neighboring Mimis Café and also can order room service (during limited hours). [Book Now](#)
- Sheraton Park Hotel at the Anaheim Resort**: You belong where all the excitement is! The Sheraton Park Hotel at the Anaheim Resort, ideally located within walking distance to the Disneyland® Resort, the Anaheim GardenWalk and the Anaheim Convention Center, your perfect Southern California haven. We look forward to welcoming you to our 11 acres of tropical grounds where you'll enjoy being in the heart of the magic. [Book Now](#)

Utah Regional Co-op Campaign #1

We understand many of our Utah regional partners would like to drive visitation from Canadian travelers to your destinations.

OUR SOLUTION

Expedia Group is inviting all of Travel Utah's regional partners to participate in a campaign with shared media exposure.

Campaign Dates: 1-30 November 2022

Promoting: Winter/ski Greatest snow on earth, driving travel for December 2022 – March 2023.

Site: Expedia Canada

Media: targeted banner placements driving users to the campaign landing page*.



*Note final media plan will be determined based on the combined participant investment.



Utah Regional Co-op Campaign #2

We understand many of our Utah regional partners would like to drive visitation from Canadian travelers to your destinations.

OUR SOLUTION

Expedia Group is inviting all of Travel Utah's regional partners to participate in a campaign with shared media exposure.

Campaign Dates: 1-31 March 2023

Promoting: Utah road trip and road trip destinations, driving travel for February - mid May 2023.

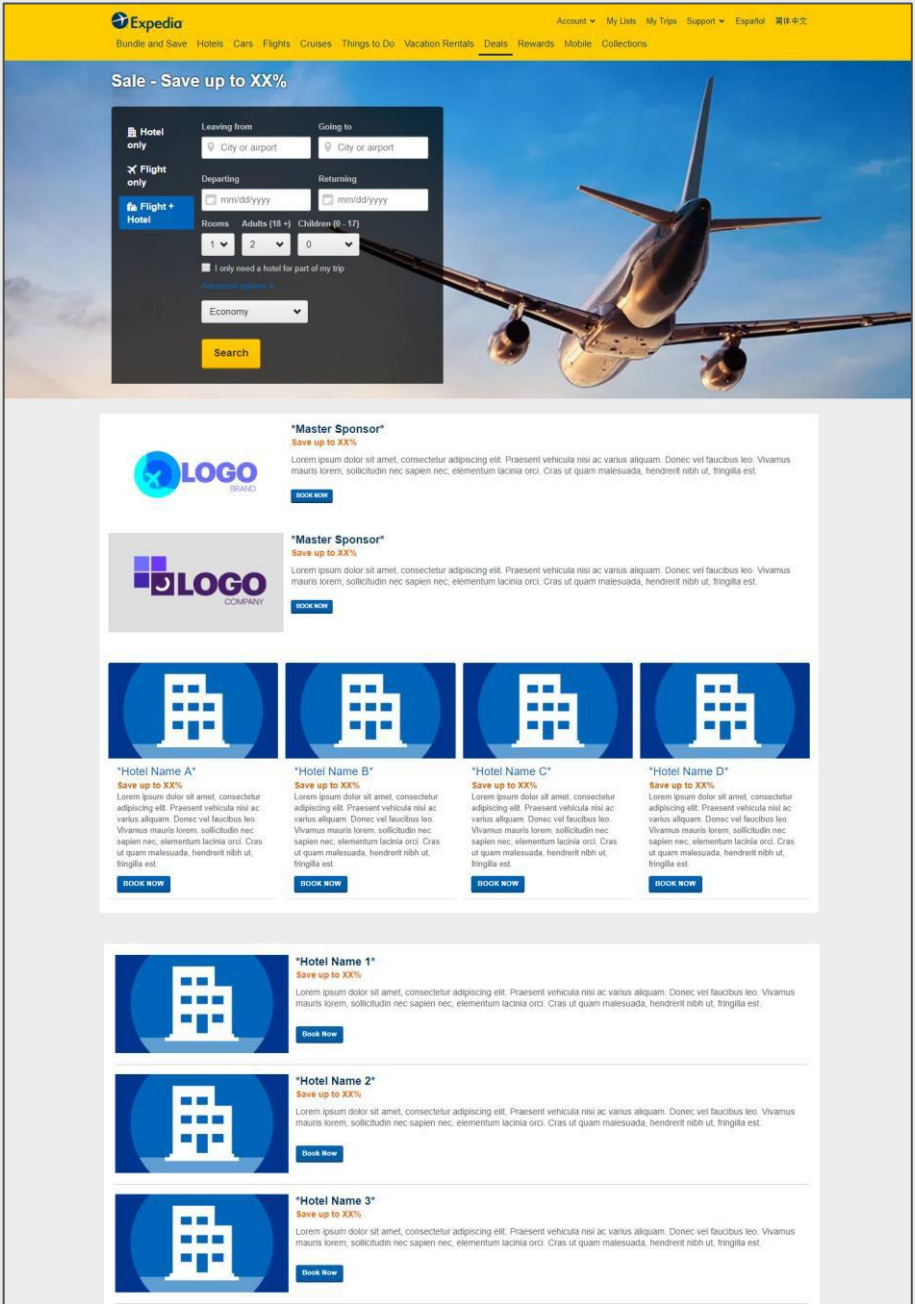
Site: Expedia Canada

Media: targeted banner placements driving users to the campaign landing page*.



*Note final media plan will be determined based on the combined participant investment.





The Cost Per Campaign

1

Presenting Sponsor Tier:

- Travel Utah to take this place

2

Featured Sponsor Tier:

- Cost: \$4,000 USD per participant
- Available for high exposure on landing page
- Up to 4 positions available

3

Standard Sponsor Tier:

- Cost: \$3,000 USD per participant
- Available for most efficient exposure on landing page
- Up to 20 positions available

Utah 2019 CA

Co-op Success Story

GOAL

Driving passengers and room nights for Utah from Canada and showcase Utah's regions.

TIMING

12 October – 9 November 2019

RESULTS



IMPRESSIONS

1.1m+



PAX

2.2k+



ROOM NIGHTS

1.5k+

During the campaign we achieved:

- +2% pax YoY Kane County
- +33% pax YoY San Juan County
- +160% pax YoY Cache County

expedia group™

 media solutions

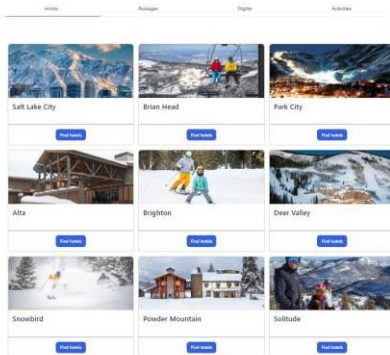




✓ The advertised booking is a package with no cancellations fees in case plans change. ✓ Please check government advisories before booking and traveling.



Select offers in Utah



Follow us on social media icons for Facebook, Twitter, and Instagram.

Creative Examples: Mar-Apr 2021 CA Ski



Utah 2021 CA Recovery Co-op Success Story

GOAL

Driving passengers and room nights for Utah from Canada and showcase Utah's regions.

TIMING

21 August – 30 September 2021

RESULTS



IMPRESSIONS

976k+



PAX

1.2k+



ROOM NIGHTS

935



Discover Utah

5 National Parks, 24 International Dark Sky Places and 7 National Monuments are just the beginning!



Ad



Discover Utah

5 National Parks, 24 International Dark Sky Places and 7 National Monuments are just the beginning!



Visit Utah

Stays Flights Vacation packages Cars Things to do Vacation rental

1 room, 2 travellers

Going to
Utah

Check-in
Nov 15

Check-out
Nov 16

Add a flight Add a car

I need multiple places to stay

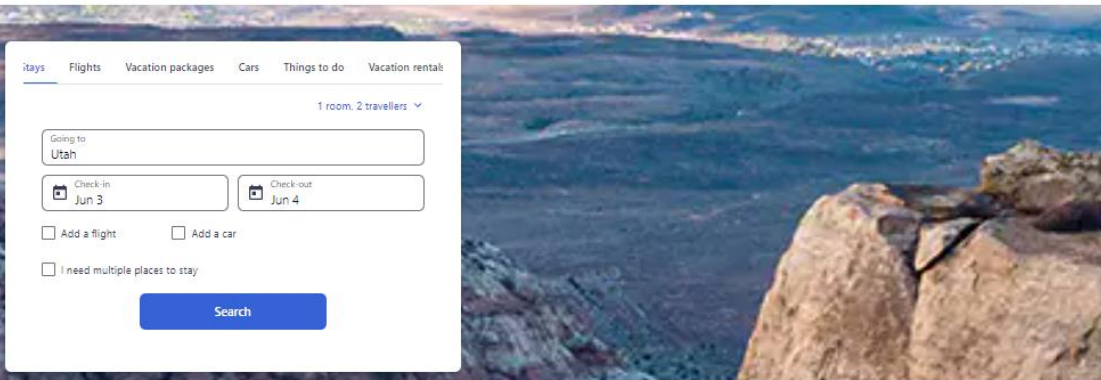
Search

✓ We recommend booking a stay with no cancellation fees in case your plans change. ✓ Please check government advisories before booking and traveling.

Sponsored content by Visit Utah



Visit Utah



Stays Flights Vacation packages Cars Things to do Vacation rentals

1 room, 2 travellers

Going to
Utah

Check-in
Jun 3

Check-out
Jun 4

Add a flight Add a car

I need multiple places to stay

[Search](#)

✓ We recommend booking a stay with no cancellation fees in case your plans change. ✓ Please check government advisories before booking and traveling.

Sponsored content by Visit Utah



Utah: The Ultimate Road Trip - Five National Parks and Eight National Monuments are just the beginning

Discover Utah's hidden gems. Dark Sky places as you wind across America's Filmset®

Utah is home to The Mighty Five® national parks, each connected by some of the most scenic byways and back roads in the USA. These roads curve through lush valleys, roll across red rock domes and climb mountains of pinyon, juniper and pine. They roll by vibrant and historic cities and towns with world class restaurant scenes and a rich selection of museums, cultural attractions and luxury travel experiences, all surrounded by natural beauty. Most importantly these roads take you places you'll want to stop and stay. Places that you likely would have seen in one of more than 400 feature films shot in the state. After all, Utah is America's Filmset®.



Select offers in Utah

Logan Kanab All Utah Flights Packages

Summer Sizzles in Logan Kanab: At the heart of unbelievable Logan: Just get here Kanab: Venture beyond imagination



Summer Sizzles in Logan

Make your escape to Logan where outdoor and indoor adventure await. The national forest is only a 10-minute drive from downtown. Moments from your hotel you can hike, picnic, mountain bike, fish or bird watch. Explore more by renting horses or off-road vehicles. Step back in time at the American West Heritage Center, a huge outdoor living history museum. Hang out with mountain men, 1920s farmers and pioneers. Stroll through downtown Logan with its charming cafes and storefronts with character. Check out a live performance in the historic theatre district. Logan is an easy 90-minute drive north of Salt Lake City and less than four hours from Yellowstone and Grand Teton national parks.

[Learn more](#)

Creative Examples: Road Trips Mar-May 2022



FAQs

Q- How many ads are created?

A – There is one ad created in multiple sizes for the campaign with Travel Utah branding. Regional tourism board branding will be on the landing page.

Q- How many landing pages are created?

A- There is one landing page created for the campaign which the banners will link through to.

Q-How will consumers find the landing page?

A-The campaign will have an overarching media plan to drive traffic to the landing page.

Q – What type of reporting will I receive and when?

A - Reporting is provided at the aggregate Utah state level 4 weeks post the end of the campaign, and we provide each partner with room nights and passengers volumes and YoY variance.

Q – How does our position within each tier get determined?

A – It is determined on a first come, first served basis to signing up.

Q – What do I need to provide once I sign up?

A- This will depend on the tier investment you select but each participant showcased will need to provide their logo, one image and 200 character description.

Q- How will I be invoiced for my participation?

A – Canuckiwi will invoice you for your sponsored tier cost upon launch of the campaign

Confirm your Participation

Register your expression of interest to participate in each or both bursts by including your regional partner name and preferred sponsor tier by **31 July 2022** to Corey Marshall
Corey@canuckiwi.com



THANK YOU

Danielle Gorman

Lead Business Development Manager ANZ

dgorman@expediagroup.com

+61 408 457 073



Directions: To request inclusion on the Commission agenda, complete this Agenda Summary form by following the instructions within the form. Email completed form and any attachments to mnassau@grandcountyutah.net no later than 5:00 p.m. the Wednesday before the requested Commission Meeting (meetings are held the first & third Tuesday of every month at 4:00 p.m. Questions? Contact: Mallory Nassau, Associate Commission Administrator, at (435) 259-1346.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
(AUGUST 16, 2022)

TITLE:	Council on Aging Board Member Approval
FISCAL IMPACT:	None
PRESENTER(S):	Lorette Eastwood

Prepared By:

Lorette Eastwood
Grand Center Director
182 North 500 West
Moab, Utah 84532
435-259-4102

RECOMMENDATION:

I move to approve the selection of Kim Sherwood as a new Member of Grand County's Council on Aging Board

BACKGROUND:

In the July 11th Open Meeting of the Council on Aging, Kim Sherwood was unanimously agreed upon as the newest member of the Board

ATTACHMENT(S):

FOR OFFICE USE ONLY:

Attorney Review:

For office use only



Board, Commission, and Committee Certification and Application Form

Please fill out this certification, and return it to the Grand County Council Office.

Board Position Applied For: Council on Aging

Name: Kim H. Sherwood P.E.

Address: 106 Arbor Dr

City: Moab State: Utah Zip Code: 84532

Phone Number: 435-260-7273 Email Address: kimshe7@gmail.com

In what year did you establish your current residency in Grand County: 2012

Occupation or professional training: Civil and Environmental Engineer

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

Worked With the Department of Ecology in Washington State on Waste Water control and treatment from Spokane City's Compost Operations.
Worked on a stand alone battery storage Solar Electric Sign.

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

I have continued to study and be
involved in sustainability, both at
our Campground business and in our
private lives

Grand County Resolution has the following board member requirements:

- Must be a Grand County Resident
- Terms shall be for four years, unless a shorter period is required by law
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year
- Board Members shall have the appropriate expertise when required by law

Additionally the State Code has the following requirements for Special Districts

- No appointed member of the board may be a full or part-time employee of the district while serving on the board.
- No person employed by a special service district as a full-time or part-time employee may serve on the governing board of the district.
- A board member may not be compensated separately as a board member and as an employee for providing the same service.
- Each trustee/board member appointed by the County legislative body shall be an elector of the district.

I have read and I certify that all the information on this form is true and correct and I meet the requirements listed above.

Signature: Kim Sherwood

Date: March 15, 2022

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
 MONTH, DAY, YEAR

Agenda Item:

TITLE:	Approving the purchase of two pitching mounds from Anthem Sports
FISCAL IMPACT:	\$5,678.13 (Reimbursed in full by the Recreation Board)
PRESENTER(S):	Angie Book The Old Spanish Trail 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 purchase of two pitching mounds from Anthem Sports in the amount of \$5,678.13

BACKGROUND:

The Recreation Board has elected to use a portion of their allocated funds to purchase the pitching mounds for the baseball fields at The Old Spanish Trail Arena (OSTA). The Recreation Board will reimburse the County in full for the pitching mounds.

The Old Spanish Trail Arena currently does not have any pitching mounds available for use. Purchasing these two mounds will allow for both youth and high school/adult league.

ATTACHMENT(S):

- Quote Sheet – online pricing
- Quote – Anthem Sports



Quote

Anthem Sports, LLC
 2 Extrusion Dr.
 Pawcatuck CT 06379

Phone	Fax
800-688-6709	860-599-8448
www.anthem-sports.com	

Date	Quote #
7/28/22	68575

Quote for:
Old Spanish Trail Arena Angela Book 3641 S Highway 191 Moab, UT 84532 US

Ship To
Old Spanish Trail Arena Angela Book 3641 S Highway 191 Moab, UT 84532 USA

P.O. No.	Terms	Qt. CSR
	Pre Pay	JL

Anthem Part #	Description	Qty	U/M	Price	Total
A33-705	Junior Game Mound, Green	1	ea	1,410.00	1,410.00
A33-703	Game Mound, Green	1	ea	2,400.00	2,400.00
1	Shipping & Handling Online OrderID: Q11853	1		1,868.13	1,868.13
	Sales Tax			0.00	0.00

Total	\$5,678.13
--------------	-------------------

**Quote is valid for 30 days unless otherwise specified.
 Our manufactures are increasing prices regularly.**

**Due to supply chain delays estimated lead times
 are also subject to change.**

Return Policy: You may return any new or unused items in original packaging for a refund within 30 days.
 Email info@anthem-sports.com or visit www.anthem-sports.com/EasyReturns for details and exclusions.

Here are the key measurements and dimensions you need to know: Distance from the front of the pitching rubber to the back point of home plate: **46 feet**. Pitching mound height: **6 inches** for younger players **below the age of 11**; **8 inches** for older players **11-13 years old**. **10 inches** for players **14+**. Pitching mound **diameter: 10 feet**.

Color Choices

- Tan
- Red
- Clay
- Green



Proper Pitch Portable Game Mounds

- **A mound so durable you can use steel spikes.** Lightweight and easy to move, these mounds are constructed with a unique high-density polyurethane foam core which is covered with durable 100% Astroturf. A rubber pad is inlaid under the landing area
 - **6" Youth - \$1,635.00**
 - **10" Senior - \$2,825.00**



Portolite 1-piece Game Mound

- **Portolite builds the lightest, most durable baseball pitching mounds on the market.** Portolite pitching mounds give the pitcher the feel of a regulation baseball mound, while also allowing field crews the ability to move it with ease. Baseball pitching mound is designed with a full body, high performance poly protected resilient core with fiberglass reinforcement for a solid, no bounce, yet cushioned mound that reduces knee and ankle strain.
 - 6" - \$1,999.00
 - 8" - \$3,729.00
 - 10" - \$4,099.00

ProMounds Collegiate Practice Pitching Mound
9' L x 4' W x 10' - Green or
Clay - **\$1,210.00**

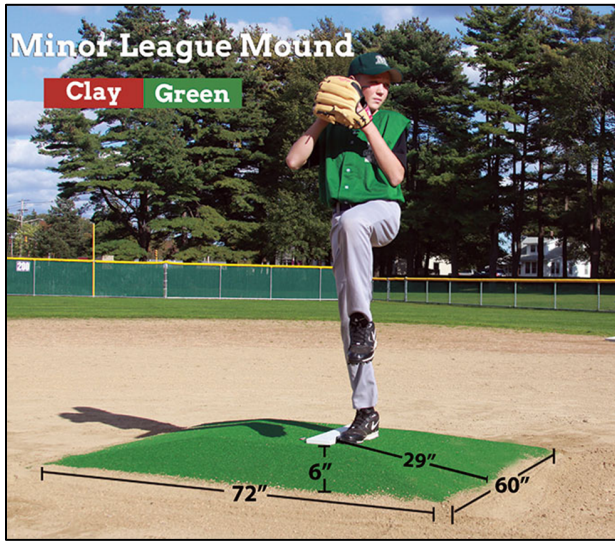
The ProMounds Collegiate Practice Mound is the perfect pitchers training tool for your young pitcher. Manufactured specifically for the college level baseball player, we designed this pitching mound using superior high density foam and new rubberized armor. This 4' wide mound is made with high density foam, PRAT (ProMounds Rubber Armor Technology) technology, spike resistant artificial turf and a built-in pitching rubber. The high density foam creates a durable, lightweight design. The PRAT technology seals the foam and will not scratch or scuff gym floors. The spike resistant artificial turf completes the mound giving you a real game feel. Mound comes with green or clay turf. The ProMounds Collegiate Practice Pitching Mound is the perfect pitching training tool for any serious pitcher looking to throw bullpen sessions all year long.



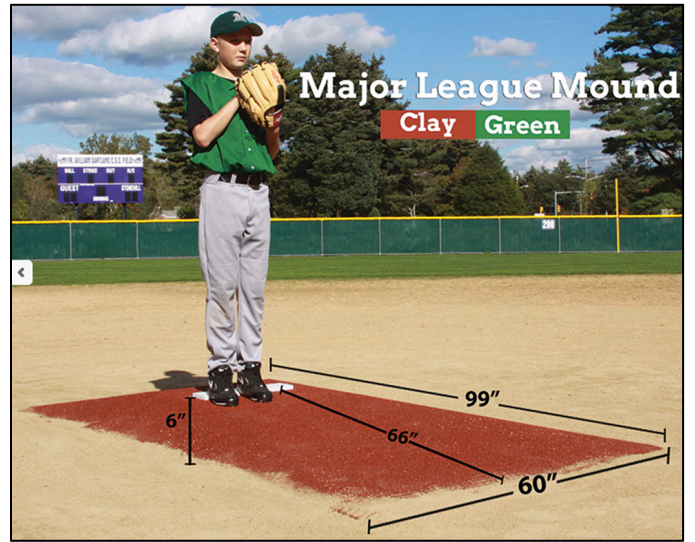
- Pitching mound has a skid proof bottom that will not scratch gym floors.
- 4' wide pitching mound to simulate real pitching mound
- Built-in pitching rubber
- Great for indoor drill work.
- Durable, lightweight and strong.
- Green or clay spike resistant turf.
- Constructed of high density foam and PRAT technology.
- One handle on the side of the mound.
- Stores against a wall, under 12".
- Comes with a mound caddy for easier transportation

ProMounds Portable Game Mounds

Portable mound for use indoors or outdoors. High-density foam is encapsulated in rubber shell and covered in spike-resistant artificial turf. Choose from 99" major league or 72" minor league mound lengths.



\$1,255.00



\$1,415.00

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
16 AUG, 2022

Agenda Item:

TITLE:	Outerbike Event - Local Consent
FISCAL IMPACT:	
PRESENTER(S):	Mallory Nassau, Grand County Commission Administrator

Prepared By:

Quinn Hall
County Comm Assoc
Admin

SUGGESTED MOTION:

I move to approve the Local consent for the 2022 Outerbike event.

BACKGROUND:

Outerbike is an annual outdoor bike expo event generally held at the Brands Trailhead. The event will be held September 30th and October 1st, 2022.

ATTACHMENT(S):

- Local Consent Application
- SE Application

FOR OFFICE USE ONLY:

Attorney Review:

**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

_____ **Grand County** _____, 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: _____ **Western Spirit Cycling DBA Outerbike** _____

Event Name: _____ **Outerbike** _____

Event location address: _____ **7000 US 191** _____ **Moab** _____ **UT** _____ **84532** _____
street city state zip

On the _____ **30th & 1st** _____ day(s) of _____ **September & October** _____, **2022** _____
dates month year

during the hours of _____ **4pm - 6pm** _____, pursuant to the provision of Utah Code 32B-9 for
define hours from - to

the sale of (Check all that apply) Beer Heavy Beer Wine Flavored Malt Beverages Liquor

We are recommending 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