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

Meeting Date: October 4th, 2022

1. **Joint County And Planning Commission Alternative Dwelling Overlay (ADO) Workshop (2pm)**
   Planning Commission and County Commission joint workshop, with Planning & Zoning Staff

   Documents:

   2_SR_Alternative Dwelling Overlay.pdf
   4_Alternative Dwelling Overlay District_DRAFT code 9.16.2022.pdf
   5_Exhibit A_UTMP arterial and collectors.pdf
   6_GWSSA fact sheet RV sites.pdf

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 Zoom Link

   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. **Presentations (15 Min)**

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

   6.A. **Dept. Report - Facilities**
   Shawn Fugit - Facilities Dept. Head

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

8. **Ratification Of Payment Of Bills**

8.A. **Bills - October 4th, 2022**

Documents:

GRAND COUNTY BILL APPROVAL REPORT 100422.pdf

9. **General Reports**

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

10. **Minutes For September 20th, 2022 (Grand County Commission Meeting)**

Documents:

9.20 REG GCC MINUTES DRAFT.pdf

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

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

12.A. **Presentation And Discussion On Community Renewable Energy Program**

Sarah Stock - Grand County Commissioner

Documents:

01_AS-Community Renewable Energy Program Update.pdf
02_Utah 100 OCT 2022 GCC slides.pdf
03_Agency Memo Sep 2022 and draft ordinance.pdf

12.B. **Approving Ordinance Establishing Grand County Criminal Justice Coordinating Council And Adopting Title 7, Grand County Code**

Christina Sloan, Grand County Attorney

Documents:

1. AS - Criminal Justice Coordinating Council (1).pdf
2. Ordinance Establishing the Grand County Criminal Justice Coordinating Council (1).pdf

12.C. **Approving Ordinance To Amend Article 4, Special Purpose Overlay Districts To Establish An "Alternative Dwelling Overlay District" Pilot Program**

Planning & Zoning staff

Documents:

1_AS Alternative Dwelling Overlay_9.20.2022.pdf
2_SR_Alternative Dwelling Overlay.pdf
3_ORD_Alternative Dwelling Overlay.pdf
4_Alternative Dwelling Overlay District_DRAFT code 9.16.2022.pdf
5_Exhibit A_UTMP arterial and collectors.pdf
6_GWSSA fact sheet RV sites.pdf
[Commission] ADO Public Comments_9.29.2022.pdf
ADO Public Comments compiled 9.15.2022_Redacted.pdf

12.D. **Arroyo Crossing Tract J Amended Final Plat**

Planning and Zoning, Elissa Martin

Documents:

1_AS Arroyo Plat Amend Tract J.pdf
2_SR Arroyo Plat Amend Tract J.pdf
3_DRAFT RES Arroyo Plat Amend Tract J.pdf
4_FINAL PLAT_Arroyo Tract J_REVISED PLAT NOTE.pdf
5_Arroyo Phase I_CCRs_Recorded.pdf
6_First Amendment to CCRs - Arroyo Crossing.pdf
Arroyo Phase I_SIA.pdf
4_Arroyo Crossing PUD Master Plan Amendment 07-11-22.pdf

12.E. **Approving Property Tax Abatements And Cancelations Through 9-28-2022**

Chris Kauffman, Grand County Treasurer

Documents:

Agenda_Summary abatements through 9-28-2022.pdf
Abatement Cancel History Graph 9-28-2022.pdf
2022 Tax Relief Table.pdf
Real Property Tax Abatements 9-28-2022.pdf
Personal Property Tax Abatements 9-28-2022.pdf
Pior Year Tax Cancelations 9-28-2022.pdf
Tax Cancelations 9-28-2022.pdf

12.F. **Approving Denial Of Tax Relief Applications Through 9-28-2022**

Chris Kauffman, Grand County Treasurer

Documents:

Agenda_Summary 2022 Abatement Denials.pdf
UT State Tax Commission Tax Relief Standards.pdf

12.G. **Approval Of The 2022 Moab Craggin' Classic Special Event Permit**

Angie Book The Old Spanish Trail Arena Director

Documents:

Agenda Summary- SE Permit.pdf
SE Application.pdf
OSTA Agreement - updated 8-24-22-SIGNED.pdf

Saturday Clinic Schedule.pdf
2022 Event Packet.pdf
MOAB CRAGGIN CLASSIC 2022.pdf

12.H. **Approving A Resolution Modifying The Grand County Employee Handbook On Work Policies, Work Hours And Remote Work**

Renee Baker, Personnel Services Director

Documents:

Agenda Summary - Work Hours and Remote Work.pdf
DRAFT RES NO ____Updating Employee Handbook (WORK HOURS REMOTE WORK) UPDATED 9.30.22.pdf

12.I. **Approving Demolition Of Structure Northwest Of County Courthouse**

Documents:

Melich House Demolition.pdf
Melich House Demolition ICA.pdf
S and S Enterprises proposal house demo.pdf

12.J. **Approving A Study Of Rents And Fees At The Airport**

Documents:

AS for Rent Study- 9-22-2022- Revised.pdf
Rent Study Final SOW with Contract - ACI Signed- Task Order R- 8-11-2022.pdf

12.K. **Labyrinth Rims/Gemini Bridges TMA Comment Letter**

Kevin Walker, Grand County Commissioner

Documents:

01_Agenda Summary - Laby-GB letter.pdf
02_Letter to BLM - Labyrinth - Gemini Bridges Travel Plan - Final.pdf
03_TrailMix LOS Labyrinth_Gemini 29SEP2022.pdf
04_Laby_GB TMA EA Comment29SEP2022.pdf

12.L. **Adopting Ordinance Repealing And Replacing Chapter 8.16 (Special Events) Of The Grand County General Ordinances And Related Ordinance No. 658**

Mallory Nassau, Grand County Commission Adminstrator

Documents:

1. AS Special Event Ord Amendment 10.4.22.pdf
2. DRAFT Special Event Ord 04OCT2022.pdf
3. SE Ord Exhibit A - DRAFT.pdf
4. 658_SE_Ord.pdf

12.M. **Rescission Of Resolution No. 3245 (2020), ATV Special Event Moratorium**

Mallory Nassau, Grand County Commission Administrator

Documents:

01_Agenda Summary, Motion to Rescind_Void Resolution 3245.pdf
02_3245_RES_ Joint City County ATV Moratorium County.pdf

12.N. **Amending The Approval Of The 2022 Fallen Peace Officers Event**
Angie Book The Old Spanish Trail Arena Director

Documents:

Agenda Summary- SE Application FPO Event.pdf
SE Application.pdf
Schedule of event.pdf

13. **Consent Agenda**

13.A. **Letter Of Support For Safe Streets For All Grant (SS4All)**
Elissa Martin, Planning and Zoning Director

Documents:

01_AS_LOS SS4All Grant.pdf
02_Letter of Cooperation SS4A Grant.docx.pdf

13.B. **Extending A State Of Local Emergency Due To Severe Rain And Flash Flooding**
Chris Baird, Strategic Development Director

Documents:

01_AS_Extension of Local Emergency.pdf
02_Extension of Local Emergency.pdf

13.C. **Grand County Children's Justice Center Utah Attorney General Office VidaNyx Annual Contract 2022**
Brooke DeGraw, Grand and San Juan County Children's Justice Center, Director

Documents:

Agenda_Summary.pdf
FY16 Grand CJC Contract Scope Of Work.pdf

13.D. **Appointing Volunteer Member To The Airport Board**
Tammy Howland and Tara Collins

Documents:

AS for Board Appointment- L. Catto- 9-12-2022.pdf
Airport - App - Laurel Catto - 1-6-2022 - w. redactions.pdf
Board Recommendation Letter- L. Catto- 9-20-2022_signed_JP.pdf

13.E. **Council On Aging Board Member Approval**
Yordy Eastwood, Grand Center Director

Documents:

01_AS_Council On Aging Board Appointment.pdf
Shalee Bryant request.pdf
Shaylee Bryant Board Application.pdf

13.F. **Ratifying Signature On Road Equipment Order**
Cody McKinney, Grand County Roads

Documents:

01_Ratifying Signature on Road Equipment Order.pdf
02_Grand_County_RoadsEquip_Elgin_Broom_VacTruck_TiltTrailer.pdf

14. **Discussion Items**

15. **Public Hearings**

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

16.A. **Closed Session To Discuss Reasonably Imminent Or Pending Litigation**

17. **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**.

DATE: October 4, 2022

TO: Grand County Commission

SUBJECT: Consider an Ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an "Alternative Dwelling Overlay District" Pilot Program

RESPECTFULLY SUBMITTED: Elissa Martin, Planner

SUMMARY: The proposed Alternative Dwelling Overlay (ADO) pilot program is intended to designate areas for long-term or seasonal occupancy in non-traditional housing, for local workforce, while respecting the character of existing neighborhoods and residential zones. The ADO District standards ensure that Alternative Dwelling developments are designed in a manner that addresses the impacts and the increased service needs they generate while also providing much needed designated workforce housing, which in turn, supports local businesses and the local economy.

This initiative is only one small piece of the puzzle to provide opportunities for housing across the entire continuum of housing affordability. It is not meant to serve the segment of the community that would benefit from multifamily, apartment style living -- that type of housing will be addressed with the Future Land Use Map which will designate locations appropriate for multifamily development.

Key standards include: 0.5 acre minimum lot size, minimum 4 units to be considered an ADO, utility hookups required (including impact fees), max dwelling site square footage: 1200 sf

STAFF RECOMMENDATION: Review the Draft Code and the below "items to consider", especially items #1-3 to make revisions or accept suggested changes to the draft code, and either approve the ordinance with conditions (to revise the draft code as determined in the public meeting), or deny the ordinance.

BACKGROUND: (See Agenda Summary for full history of ordnance development and public engagement) As soaring housing prices in the Moab area continue to impact the availability of housing for our local residents, long term and seasonal employees, many folks resort to living out of their RV's or trailers, or camping in their cars in and around Moab, often in less than stable situations and causing impacts to neighborhoods, public spaces such as local parks, and civic centers, etc. . Employer's inquire often about wanting to provide housing, in the form of tiny homes or even simply an array of parking spaces for long term camping (with proper services). Out of these circumstances, the idea of an overlay district for "Alternative Dwelling Communities" or long term camp parks was born.

Discussions at Planning Commission meetings in the winter of 2021 were initiated when PC members and members of the public expressed concern with the lack of available rentals and

the overall high cost of rent, as well as the anticipation of the usual influx of seasonal workers needing a place to "park their home". The ADO use standards were developed over several open-to-the-public Planning Commission meetings in the weeks between April 2022 – July 2022. A public housing forum was held on August 3rd 2022 to solicit feedback on the draft ordinance. Subsequently, a public hearing at the Planning Commission meeting on August 8, 2022 was held and remained open until August 18th to receive additional comments. Public comments were considered and incorporated into the revised draft language as appropriate prior to and during the Planning Commission meeting.

PLANNING COMMISSION RECOMMENDATION: On August 22, 2022 at a regular Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission to approve the Ordinance.

ITEMS TO CONSIDER: To understand the conversations had at Planning Commission and how certain use standards were decided upon, the below list provides several topics to consider.

1. PILOT PROGRAM TERMS: Specific language to describe the terms of the pilot program have been included in Section 4.9.2 Applicability, in the Draft Code, as well as in the Ordinance. The Planning Commission recommended approval of the draft code with the pilot program set to allow a maximum of 300 units or with a sunset date of one year of adoption of the code (whichever comes first). The Attorney and one Commissioner and a few public comments have recommended to drop this number to as low as 50. Staff's recommendation is to set the cap at 150. Currently we estimate there are at least 50 illegal residential situations on property within Grand County, there are 50 people on the waitlist with HASU for their affordable apartment complexes, and there are over 100 people estimated to be at risk for homelessness.

2. ALLOWING WELLS AND SEPTIC

   While the Planning Commission recommended approval of the ADO draft code with the allowance of wells and septic systems to support an ADO development, the Attorney and a Commissioner have expressed concern with this. The Commission should make a final determination whether or not this should be allowed. Some background on wells and septic systems provided by Orion:

   - The property would have to apply for and receive the appropriate water rights. The well driller needs to apply for the appropriate permits and needs to do a drawdown pump test to determine that the well has adequate source capacity. Generally the areas where water is going to be available are known and the reliability of that water is also known.
     - Note that the County Attorney has pointed out that DWR has noticed the public that it will begin a public process to consider closing the basin to new water rights applications once the adjudication is closed by the Moab District Court.
   - ***IF*** the proposed project will house more than 25 people more than 60 days out of the year, the water system serving the project will need to meet the requirements of a public drinking water system.

- There are lots of requirements for septic but it should not be discounted. There are a lot of newer technologies that can treat effluent very well but it is expensive. In some situations conventional systems would be appropriate, however in others, advanced systems that provide treatment would be appropriate.

- There are technologies already in place that treat water to a standard that far exceeds the water quality of the colorado river, pack creek and mill creek.

- Each situation will be unique and whether or not the ability to use septic will be determined when the project is proposed to DRT. The first and foremost consideration will be the protection of our groundwater drinking water sources.

- ***IF*** the estimated wastewater flow exceeds 5000 gallons per day the system will be designated as a Large Underground Wastewater Disposal System (LUWDS). LUWDS are regulated by the Division of Water Quality however SEUHD has the right to review all plans that are submitted. All LUWDS are required to treat their effluent. Examples include Ballard RV park in Thompson Springs, which uses a packed bed media system; the proposed system at the Desert Moon will use bioreactor technology with subsurface drip irrigation of the landscaping. There are some older LUWDS that do not treat their effluent but they are slowly converting to including treatment systems.

3. OCCUPANCY REQUIREMENT: ADOs shall be occupied for a period of 60 consecutive days or more. We originally included a caveat for seasonal employees who may only need an AD site for 2-4 weeks at time in between guide gigs, but this was omitted at the recommendation of the Attorney to keep the pilot program streamlined and simple, and to not increase the burden of code enforcement.

4. TENTS and YURTS allowed? This topic was brought up by members of the public, many feel that they should be allowed.

5. DEED RESTRICTION: At the Planning Commission meetings, the general consensus was that ADO's need not be deed restricted. That determination was made based on the thought that ADOs act like apartment developments, where each unit is a rental unit, and is not meant for ownership. ADOs will be strictly monitored for illegal nightly rental activity through our new monitoring/ enforcement software. We wouldn't want to deed restrict the property for ownership by a local resident, as that would limit the potential of these types of developments being viable.

6. ELIGIBILITY MAP or RESTRICTED AREA MAP: The general consensus from the Planning Commission discussions was that because the decision-making process requires two public hearings and the discretion of both bodies to approve or deny an ADO application, a map would not be needed, but the "Items for Consideration" to make findings related to the proposed project would be critical to ensure fairness and accountability in the decision-making process.

   The Draft Code includes six "items of consideration" in section 4.9.2 Applicability, to base findings on.

7. WATER AND SEWER HOOKUPS (and IMPACT FEES)

   GWSSA defines an AD site as a commercial RV /campsite, which is calculated as being 0.79 ERC (Equivalent Residential Connection). According to current GWSSA impact fee rates, that would mean a $5,505 total impact fee (see GWSSA fact sheet attached).

   GWSSA does not have reliable, specific stats on water usage per AD type, or AD development. For example, a comparable long term camp park that exists in Grand County, has long-term camping, but they also have a commercial laundry. One commercial RV park has employee RV spots, but they also fill up water trucks for their business operations. Some of our other trailer parks are old and have leaks. Some have pools and most RV parks are required to provide one tree per site, which can take a lot of water in a large park.

   a. P&Z staff are researching this issue and upon adoption, we will provide better data to support the "Issue of Consideration" related to relative water resource impacts.
   b. There have also been discussions with the Economic Development Department to develop a funding source through grants, to help small-scale business owners with the cost of impact fees, if they desire to develop an ADO for their employees.

8. DENSITY: A minimum unit count should be required to ensure that prop owners aren't applying for the ADO to provide for 1 or 2 RVs in their backyard. Currently, the minimum unit count is set at 4 sites. In lieu of a max density requirement, the number of units that can be placed on a parcel would be determined by "Max Lot Coverage" or Bldg Coverage of the underlying zoning district. The square feet of the dwelling site (not the vehicle or tiny home) would be used in the formula to determine max lot coverage. The table indicating those percentages for each zoning district is below:

Residential Zoning Districts					
Development Standard	**MFR**	**SLR**	**LLR**	**RR**	**RG**
Max. Density (units/acre)	8	5	2	1	0.20
Min. Lot Size (acres)	0.125	0.20	0.50	1	5
Min. Project Boundary Buffer Parcel Size	5,445	8,712	21,780	21,780	21,780
Min. Front Yard and Street Side Yard	10'	20'	25'	25'	25'
Min. Interior Side Yard*	10'	10'	10'	15'	15'
Min. Rear Yard	10'	10'	20'	20'	20'
Min Lot Width*	80'	50'	100'	130'	130'
Bldg. Coverage Max.	55%	45%	25%	25%	25%
Max. Height Principal Structure	28'	28'	35'	35'	35'
Max. Height Accessory Structure	28'	28'	35'	35'	35'
*Side setback and min. lot width does not apply to townhome and multi-family shared walls.					

9. COMMUNAL KITCHEN: Public comment provided at the 8/8/22 public hearing suggested not requiring a communal kitchen when dwelling sites DO NOT have hookups. P&Z staff feel strongly that a bare minimum communal kitchen with potable water should be provided when hookups are not provided to individual dwelling sites, to ensure dignity and quality of life. Folks may be living in temporary situations, but may still want the option to provide a meal for themselves and not solely rely on eating out. The ADO concept is meant to ensure basic needs while also being flexible enough to allow various types of dwellings to exist.

    a. At a bare minimum, a covered area (outdoor or indoor) with a sink basin with potable water, a washable surface to act as a countertop, and a gas grill or stove top can constitute a "communal kitchen".

10. ONE RESTROOM REQUIRED: Public comment suggested that at least one restroom should be required for all ADOs regardless of whether individual site hookups are provided. Staff agrees with this, but one caveat has been added based on Commission member input – that for smaller ADO's where there are 5 or less dwelling sites and hookups are provided, a restroom would not be required.

11. EXPIRATION or LAPSE OF APPROVAL: ADO District approval shall expire and be void unless a site plan is approved for the development within 6 months of ADO District approval, and if certificate of occupancy is not issued within two years of ADO District approval. This seems like a reasonable amount of time, as no subdivision approval is required, only Site Plan, which is administrative.

Attachments:

1. ADO Ordinance
2. Draft Code
3. UTMP Map
4. GWSSA Fact Sheet
5. Public Comments

EXHIBIT A

Disclaimer: This is a draft version of the LUC Code update to Article 4 (Special Purpose Overlay Districts) – Further revisions may be warranted during the public meeting. A final version will be posted after the public meeting.

4.9.1 Purpose

The Alternative Dwelling Overlay (ADO) District provides local workforce housing opportunities by allowing different types of non-traditional housing on a single lot to support market needs while respecting the character of existing neighborhoods and residential zones. The ADO is intended to designate areas for much needed workforce housing, which in turn, supports local businesses and the local economy. Short term accommodations are not a permitted use within an approved ADO development.

4.9.2 Applicability

Alternative style dwellings, while part of the Grand County economy and tradition, are not appropriate in all areas of the County. ADO Districts should be applied to parcels where appropriate and compatible with adjacent land uses and neighborhoods.The regulations set forth in this section may be applied to real property located within Grand County, codified in this section upon application to and approval by the County Commission pursuant to the provisions herein. This overlay district is being offered as a pilot program and will expire upon *[insert date]* or when 150 dwelling units have been approved.

When approving or denying an ADO District application, the Commission shall consider and make findings related to 1) the relative availability of workforce housing and Affordable Housing, as defined in Article 10 of the LUC, as compared to the Fall of 2022 and current conditions, according to housing indicators tracked by Planning & Zoning Department (when available); and 2) impacts the proposed development may have on adjacent land uses and neighborhoods, the overall design of the proposed development, according to the following criteria:

1. Traffic impact - as a general rule, ADOs should be limited to parcels with main egress and ingress located on an arterial or collector street per the Unified Transportation Master Plan (see Exhibit A),

2. Commute time: Location of ADOs should be within 1 mile to work centers and commercial nodes;

3. Historic use of the subject property, including a historic use of alternative dwellings;

4. Compatibility with the existing community characteristics, existing density, or future land use designation;

5. Impact on Water resources as compared to a single family dwelling development with equivalent number of housing units, as data is available.

6. Overall design of the proposed development, including site design, landscaping, active open space provided, any amenities included, such as storage spaces, or other communal spaces.

Upon approval, and subject to all applicable zoning regulations, the development agreement and master plan shall control development of the applicable real property.

4.9.3 Identification on Zoning Maps

Approved ADO Districts and developments shall be indicated on the official Zoning Map.

4.9.4 Occupancy Standards

All ADO developments shall comply with the following occupancy requirements:

1) Overnight accommodations are strictly prohibited in ADO districts. The County reserves its full civil and criminal remedies when enforcing illegal Overnight Accommodations.

2) Alternative Dwelling developments shall be occupied for a period of 60 consecutive days or more,

4.9.5 Development and Use Standards in ADO Districts

The ADO District standards ensure that Alternative Dwelling developments are designed in a manner that addresses the impacts and the increased service needs they generate, including but not limited to traffic, noise, weed control, wastewater management, code and law enforcement, and emergency medical services

An ADO is defined as containing 4 or more dwelling sites for use as Long Term Rentals for local residents and workforce. Unless otherwise specified below, all development in an ADO District shall comply with the development standards of the underlying zoning district. Uses allowed in the ADO Districts shall be as specified in the underlying base district together with permissible Alternative Dwellings. Accordingly, Alternative Dwelling developments shall be allowed to incorporate new residential and commercial uses otherwise allowed by the underlying base district within allowable lot coverage percentages of the underlying zoning district.

A. Public Utility Service and Wastewater Management.

1. ADO developments shall be served by public water and sewer facilities, as follows:

    a. For ADOs over 5 sites, at least one restroom shall be constructed on site to serve the development,

    b. Each dwelling site shall have hookups to water, sewer, gas and electric, otherwise shared common facilities shall be provided per the minimum State Health code requirements,

        i. Sites without utility hookups shall provide at a minimum, sufficient number of bathhouses (with showers) and a covered communal kitchen, with a wash / sink basin, a utility surface / countertop, and a gas grill or stove top for cooking,

    c. A potable water supply shall be provided within 200 feet of dwelling sites, and can be located in the communal kitchen, with a sink basin.

2**.** ADO developments should incorporate water-wise features in the development, including greywater re-use for landscaping, bioswales, drought-resistant plant and tree species, xeriscape landscaping design, and minimal turf.

B. Height, Density and Scale

1. The minimum lot size for an ADO development is 0.5 acre.

2. Dwelling sites required area:

    a. Dwelling Sites shall be a minimum of 600 sq. ft and no larger than 1,200 sq.ft.

    b. Each dwelling site shall be at least 20 feet in width

3. There shall be a minimum of 5’ distance from any other structure or Mobile Unit on site.

4. The number of units permitted on a parcel shall be determined by the maximum building coverage* (as defined in this section) allowed in the underlying zoning district or the maximum number of units determined by the County Commission, whichever is less.

a. *Building coverage per this section shall mean, the total square footage of **dwelling sites** along with all other structures (common facilities).

C. Site Configuration, Internal Circulation, and Parking

1. Sites should be located to take advantage of passive solar design and use of existing shade.

2. All development must fit the topography of the property (building that steps with terrain). No mass grading or grading of a flat building envelope is permitted. If any grading is necessary.

3. One off-street parking space per dwelling site is required to mitigate impacts on adjacent land uses and neighborhoods. Parking may be consolidated or grouped in designated areas on site. Covered parking may be provided on site.

4. ADO developments shall have an internal driveway not less than 16 feet wide. Proposals that provide a circular driveway, instead of a dead end, will be given preference. A cul-de-sac or hammerhead turnaround shall be provided for any dead end driveway length over 150'.

5. Each site shall be arranged so that all dwellings have access to the internal driveway. The interior driveway shall be properly drained; have a durable dust-free, all weather surface of gravel, compacted road base, or asphalt.

6. Each site designated for Tiny Homes on a chassis, RV's, travel trailers,or camper vans shall provide an improved surface, with compacted road base or gravel.

7. Any dwelling not on a chassis, will require a foundation and a building permit.

D. Common Space, Landscaping and Screening

1. ADO developments shall incorporate into their site plan Active Open Space such as a pocket park, community garden, playground, picnic space, or other dedicated landscaped area accessible to the residents. This space shall be at a minimum 5% of the parcel size or at least 1,500 square feet, whichever is less.

2. Screening shall be provided for common area trash receptacles, or other equipment storage.

3. ADO property owners shall maintain a weed-free landscape.

4. Native plants existing on the property shall remain on site, either by preserving their existing location or relocating somewhere else on the property (even as a result of necessary grading).

5. One tree, shrub or bush of a species suitable for the area (low water usage and native species) shall be provided for each dwelling site (Existing trees on the site may be used to satisfy this requirement).

6. On-site trails and trail connections identified in the Grand County Non-Motorized Trails Master Plan that are either existing or planned, shall be placed in a public easement.

F. Dwelling Design

1. Air conditioning units and similar mechanical requirements should be avoided on rooftop locations, and fully screened from view.

2. Plastic or vinyl awnings are not permitted. Awnings must be of solar stabilized materials.

3. Structures on site shall be constructed of durable primary materials such as stone, brick and earth derived materials; wood lap siding; fiber cement board lapped, shingled, or panel; metal siding; glass; or engineered stone.

4.9.6 ADO District Application

A. Procedure. An ADO District application shall be reviewed and approved in accordance with the procedures of Section 9.2, Text and Zoning Map Amendments (Rezonings), and shall be considered to be a Zoning Map amendment.

B. Application. A developer shall submit an ADO District application with the information contained in Section 9.2 together with a development agreement and master plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. A statement describing the proposed development of the property by gross acre; number of dwelling sites, types of dwelling units, common facilities, Active Open Space, and other related development features as proposed by the developer or requested by the County;

c. All other required components of the development agreement outlined in Section 4.9.4 local occupancy requirements; and

d. Which provisions, if any, supersede and replace conflicting provisions in the LUC pursuant to Utah Code § 17-27a-528;

2. The master plan shall include the following information:

a. Legal description of the property;

b. Identification of all proposed land uses including number and types of dwelling units and any non-residential uses;

c. Development envelope indicating compliance with underlying zone setbacks;

d. Location and dimensions of each dwelling site and corresponding parking spaces proposed on the property;

e. Location of common facilities, such as bathhouses, communal kitchen or other accessory structures or amenities;

f. Identification of site planning features, including landscaping (trees, bushes and shrubs), open space and public easements for trails and trail connections, if any, and location of bioretention and biofiltration swales;

g. Identification of sensitive lands within or adjacent to the proposed development and how the development's impacts will be mitigated, including but not necessarily limited to the following:

i) Public drinking water supply watersheds (recharge areas for the aquifer in the Glen Canyon formation);

ii) Floodplains and natural drainages;

iii) Slopes in excess of 30 percent; and

iv) Significant geological, biological, and archaeological sites;

h. ADO notes shall be included on the Master Plan, in the Development Agreement, and within a restrictive use covenant that shall be recorded along with the Master Plan, as follows:

All ADO developments shall comply with the following ownership and occupancy requirements:

i) Overnight accommodations are strictly prohibited in ADO districts. The County reserves its full civil and criminal remedies when enforcing illegal Overnight Accommodations.

ii) Alternative Dwelling developments shall be occupied for a period of 60 consecutive days or more.

C. Approval. Application for an ADO District is a rezone request, and as such shall adhere to the procedures outlined in Section 9.2 Text and Zoning Map Amendments, The Commission is the decision making authority. The decision to approve or deny an ADO rezone shall be based on findings of fact related to the Applicability Criteria in section 4.9.2.

D. Recordation. The developer shall record the development agreement and master plan and restrictive use covenant in the real property records of Grand County, Utah, prior to issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the County.

E. Effect. Review and consideration of an ADO District application is a discretionary legislative decision. Further, approval of an ADO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The ADO District approval shall automatically expire and be void unless a site plan is approved for the development within 6 months of ADO District approval, and if certificate of occupancy is not issued within two years of ADO District approval. An extension of up to 6 months from

G. Conflict. In the event of conflict between the provisions of Section 9.2 and this Section 4.9.6, this section shall control.

4.9.7 Expiration of Alternative Dwelling Overlay Ordinance

The ordinance codified in this section shall automatically expire after 150 ADO units have been approved or after one year, whichever occurs first. A record of the number and location of ADO units approved shall be kept on file within the Planning & Zoning Department at all times.

4.9.8 Enforcement.

A. **Penalties for Violation.** As more particularly set forth in Section 1.9, Penalties for Violation, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Fines of up to $10,000 per violation, per day may be assessed if illegal overnight accommodation activity does not cease and desist.

B. **Legal Action.** In addition to the remedies set forth in Section 1.9, the County may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

Grand County & City of Moab
UNIFIED TRANSPORTATION MASTER PLAN

Arches National Park

Utah Hwy. 128

Study Area extends east on Sand Flats Road to the East Porcupine Rim Trailhead

Study Area extends southwest on Kane Creek Boulevard to Pritchett Canyon Trailhead

191

279

Potash Rd

Kane Springs Rd

State Hwy. 279

Sand Flats Rd

Mill Creek Dr

313

0 0.25 0.5 Miles

0 0.25 0.5 Miles

0 0.5 1 Miles

Legend

Functional Classification
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Other Road

- Railroads
- City of Moab
- Park
- Water
- Study Area

CITY OF MOAB UTAH

Figure 10. Functional Classification

September 2022

GWSSA ADO FACT SHEET

Alternative Dwelling Overlay Fact Sheet

Impact fees for RV, tent, or cabin sites

Water Impact Fee Per Site = $2,824.21
Sewer Collection Impact Fee Per Site = $1,610.81
Sewer Treatment Impact Fee Per Site = $1,070.00
TOTAL IMPACT FEES DUE AT TIME OF PERMIT = $5,505.02*
*Please note we do not accept credit cards for impact fee payments

Monthly rates for RV, tent, or cabin sites

Culinary Water Monthly Rates

- Existing Residential Meter + one site = $32.00/month.
  Additional Sites = $10.25/month/site
- Commercial = Between $26.75 - $669.00/month depending on meter size regardless of number of sites.

Sanitary Sewer Monthly Rates

- Existing Residential + one site = $61.00/month
  Additional Sites = $30.50/month/site
- Commercial = Between $38.00 - $108.00/month depending on number of sites plus $10.51/month/site

FAQ

Q. Do I have to pay the monthly rate even when my site is vacant ?
A. Yes. Per GWSSA policy, monthly base rates are charged year-round, regardless of occupancy.
Q. Can I use my existing water meter and sewer connection?
A. Yes. You will not be required to install separate connections for the sites, however, you may be required to upsize your existing water and sewer services if the number of sites exceeds the capacity of your existing connections.
Q. Can I get my money back if I change my mind?
A. Yes and no. If you do not to install the improvements within a year, the impact fees are refundable upon request. Once the improvements are installed, impact fees are not refundable. Please see Section 1.35 of the GWSSA Utility Billing Rules available at www.grandwater.org for more information.

Grand Water & Sewer Service Agency
3025 E. Spanish Trail Rd., Moab, UT 84532
435-259-8121 www.grandwater.org

GRAND COUNTY BILLS TO BE APPROVED
10/4/2022

115567-115680	A/P Checks	09/23, 09/26, 09/30/22	$624,316.53
33845-33852	Payroll Transmittals	9/18/2022	$36,699.58
92622101-92622108	Payroll Transmittals	9/18/2022	$477,841.67
TOTAL BILLS			**$1,138,857.78**
33838-33839			
92322101-92322311	09/05/2022-09/18/2022	9/23/2022	$319,911.54
TOTAL PAYROLL			**$319,911.54**
TOTAL BILLS & PAYROLL			**$1,458,769.32**

115569	ADVANCED PAVING & CONSTR, LLC	$117,807.20	MOAB CAYON BIKE TRAIL
115591	DIVISION OF FORESTRY, FIRE & STATE LAND	$43,145.06	2022 FIRE WARDEN PAYMENT
115601	HOLBROOK ASPHALT CO.	$31,393.53	ROAD DEPT PROJECTS
115602	HORROCK'S ENGINEERING, INC	$19,870.38	ROAD AND P&Z PROJECTS
115622	MOUNTAINLAND SUPPLIES LLC	$12,931.16	ROAD AND CEMETERY PRODUCTS
115638	STRAIGHT STRIPE PAINTING, INC	$24,447.90	ROAD DEPT PROJECTS
115647	UTAH STATE DIV. OF FINANCE	$184,857.28	PAYMENT ON LOANS B1707, B2011 & MO831
115656	EDDIE MCSTIFF'S	$10,000.00	FLOOD GRANT
115667	CENTURY EQUIPMENT COMPANY, INC	$38,500.00	REISSUE OF AN AIRPORT PROJECT CHECK
115668	ARCHES VACATION RENTALS, INC	$10,000.00	FLOOD GRANT
115674	HOUSING AUTHORITY OF SOUTHEASTERN UTA	$12,000.00	UTAH RURAL HOUING GRANT
		$504,952.51	

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Vendor.Last Check Number = 115567-115680

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
4IMPRINT, INC.							
115568	31163	4IMPRINT, INC.	23565289	LIBRARY	277.74	277.74	09/23/2022
Total 4IMPRINT, INC.:					277.74	277.74	
ADVANCED PAVING & CONSTR LLC							
115569	37047	ADVANCED PAVING & CONSTR	3389	MOAB CANYON BIKE TRAIL	117,807.20	117,807.20	09/23/2022
Total ADVANCED PAVING & CONSTR LLC:					117,807.20	117,807.20	
ADVERTISER							
115570	30946	ADVERTISER	A202208210	SANDFLATS	117.00	117.00	09/23/2022
115570	30946	ADVERTISER	A202208023	LIBRARY	85.50	85.50	09/23/2022
Total ADVERTISER:					202.50	202.50	
AIRGAS USA, LLC							
115571	33971	AIRGAS USA, LLC	9127836876	MMAD/3696782	15.57	15.57	09/23/2022
115571	33971	AIRGAS USA, LLC	9128806427	MMAD/3696782	31.14	31.14	09/23/2022
115571	33971	AIRGAS USA, LLC	9991176422	MMAD/3696782	8.90	8.90	09/23/2022
Total AIRGAS USA, LLC:					55.61	55.61	
AJOULES, INC							
115572	34304	AJOULES, INC	10109-2022	CLERK	750.00	750.00	09/23/2022
115572	34304	AJOULES, INC	10109-2022	TREASURER	750.00	750.00	09/23/2022
115572	34304	AJOULES, INC	10109-2022	RECORDER	750.00	750.00	09/23/2022
115572	34304	AJOULES, INC	10109-2022	ASSESSOR	750.00	750.00	09/23/2022
Total AJOULES, INC:					3,000.00	3,000.00	
AMAZON							
115654	10530	AMAZON	1FXL-TK36-6G	ROAD/OIL TANK GAUGING TAP	59.00	59.00	09/23/2022
115654	10530	AMAZON	1FXK-1L33-46	OSTA/PENTEL BALLPOINT STIC	10.88	10.88	09/23/2022
115654	10530	AMAZON	1FRM-QN3F-6	ROAD/COLBY'S BOOTS	104.98	104.98	09/23/2022
115654	10530	AMAZON	1FXK-1L33-46	OSTA/RESTCLOUD PROFESSIO	21.98	21.98	09/23/2022
115654	10530	AMAZON	19QM-WQF4-7	ROAD/PUMP MOTOR & FUEL P	754.88	754.88	09/23/2022
115654	10530	AMAZON	1PQH-DWVX-	TRAVEL COUNCIL/COMPATIBLE	54.95	54.95	09/23/2022
115654	10530	AMAZON	1FXK-1L33-46	OSTA/CARHART EMPLOYEE CL	365.91	365.91	09/23/2022
115654	10530	AMAZON	19QM-WQF4-9	OSTA/BOARDWALK BRUSH-CHI	39.96	39.96	09/23/2022
115654	10530	AMAZON	19QM-WQF4-6	ROAD/MAGNAFLOW DIRECT-FI	1,185.95	1,185.95	09/23/2022
115654	10530	AMAZON	1FXK-1L33-46	OSTA/SELFIE HORSES-LAPTOP	20.48	20.48	09/23/2022
115654	10530	AMAZON	11FP-WPKK-X	ROAD/HANDHELD SPEACKER	125.76	125.76	09/23/2022
115654	10530	AMAZON	1Y9T-FM1Q-H	ROAD/OIL TANK GAUGING TAP	59.00-	59.00-	09/23/2022
115654	10530	AMAZON	978765453333	SHERIFF/MICROSDXC MEMOR	128.24	128.24	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/FEZIBO TRIPLE MOTOR 6	689.99	689.99	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/DUCK CLEAN RELEASE B	15.99	15.99	09/26/2022
115654	10530	AMAZON	983684797578	OSTA/LENOVO TAB M10 PLUS(4	921.31	921.31	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/GARAGE STORAGE UTILI	10.89	10.89	09/26/2022
115654	10530	AMAZON	468795566378	LIBRARY/BOOKS	17.87	17.87	09/26/2022
115654	10530	AMAZON	597863589398	LIBRARY/BOOKS	28.98	28.98	09/26/2022
115654	10530	AMAZON	895563838484	LIBRARY/CHILDRENS MEDIA	8.45	8.45	09/26/2022

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
115654	10530	AMAZON	464447677344	LIBRARY/CHILDRENS MEDIA	25.95	25.95	09/26/2022
115654	10530	AMAZON	798998566959	LIBRARY/BOOKS	9.38	9.38	09/26/2022
115654	10530	AMAZON	785736768339	LIBRARY/ADULT PROGRAMMIN	64.93	64.93	09/26/2022
115654	10530	AMAZON	676899979893	LIBRARY/BOOKS	8.78	8.78	09/26/2022
115654	10530	AMAZON	779548545783	LIBRARY/CHILDRENS BOOKS	50.11	50.11	09/26/2022
115654	10530	AMAZON	749948363855	LIBRARY/BOOKS	86.35	86.35	09/26/2022
115654	10530	AMAZON	435343544984	LIBRARY/BOOKS	7.74	7.74	09/26/2022
115654	10530	AMAZON	866496736748	LIBRARY/CHILDRENS PROGRA	32.20	32.20	09/26/2022
115654	10530	AMAZON	577673365897	LIBRARY/AUDIO-VIDEO	12.97	12.97	09/26/2022
115654	10530	AMAZON	763879545883	LIBRARY/AUDIO-VIDEO	15.94	15.94	09/26/2022
115654	10530	AMAZON	446677866349	LIBRARY/BOOKS	9.58	9.58	09/26/2022
115654	10530	AMAZON	458368899863	LIBRARY/BOOKS	24.29	24.29	09/26/2022
115654	10530	AMAZON	945879646758	SHERIFF/SAKURA SOLIDFIELD	36.99	36.99	09/26/2022
115654	10530	AMAZON	899379848385	TREASURERS/PANINI CHECK S	32.99	32.99	09/26/2022
115654	10530	AMAZON	533457969358	SHERIFF/800 PACK ZIP TIES	31.80	31.80	09/26/2022
115654	10530	AMAZON	853338589584	LIBRARY/BOOKS	64.00	64.00	09/26/2022
115654	10530	AMAZON	455837389888	LIBRARY/CHILDRENS BOOKS	5.98	5.98	09/26/2022
115654	10530	AMAZON	439953367647	LIBRARY/AUDIO-VIDEO	9.80	9.80	09/26/2022
115654	10530	AMAZON	888744486975	LIBRARY/AUDIO-VIDEO	16.98	16.98	09/26/2022
115654	10530	AMAZON	589446757847	LIBRARY/CHILDRENS MEDIA	115.42	115.42	09/26/2022
115654	10530	AMAZON	665896433887	LIBRARY/BOOKS	6.20	6.20	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/SMARTSIGN 36X12 REFL	38.12	38.12	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/VIVO DAUL MONTIOR DE	23.99	23.99	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/CROCSEE 250 PCS CAR	25.98	25.98	09/26/2022
115654	10530	AMAZON	447665769584	LIBRARY/BOOKS	13.38	13.38	09/26/2022
115654	10530	AMAZON	486976497433	LIBRARY/AUDIO-VIDEO	49.97	49.97	09/26/2022
115654	10530	AMAZON	458777795334	LIBRARY/BOOKS	9.53	9.53	09/26/2022
115654	10530	AMAZON	449957363736	LIBRARY/CHILDRENS BOOKS	92.44	92.44	09/26/2022
115654	10530	AMAZON	838987383866	LIBRARY/BOOKS	5.95	5.95	09/26/2022
115654	10530	AMAZON	879343938684	LIBRARY/CHILDRENS MEDIA	12.42	12.42	09/26/2022
115654	10530	AMAZON	735386637959	JAIL/KFD 16V AC DC ADPTR	19.99	19.99	09/26/2022
115654	10530	AMAZON	689674457957	OSTA/LARGE DRY ERASE WALL	64.99	64.99	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/AR-PRO SOLID RUN FLAT	38.88	38.88	09/26/2022
115654	10530	AMAZON	448494776687	LIBRARY/CHILDRENS BOOKS	6.20	6.20	09/26/2022
115654	10530	AMAZON	439478645683	LIBRARY/AUDIO-VIDEO	22.91	22.91	09/26/2022
115654	10530	AMAZON	689383934976	LIBRARY/BOOKS	9.86	9.86	09/26/2022
115654	10530	AMAZON	588944663346	LIBRARY/CHILDRENS MEDIA	17.71	17.71	09/26/2022
115654	10530	AMAZON	648439754494	LIBRARY/CHILDRENS MEDIA	27.49	27.49	09/26/2022
115654	10530	AMAZON	498586787895	LIBRARY/BOOKS	32.20	32.20	09/26/2022
115654	10530	AMAZON	467796799439	SHERIFF/AMAZON BASIC 3.5M	19.09	19.09	09/26/2022
115654	10530	AMAZON	665779838969	SHERIFF/DURACELL BATTERIE	69.96	69.96	09/26/2022
115654	10530	AMAZON	999484963863	OSTA/TIGERSECU SUPER HD 1	47.98	47.98	09/26/2022
115654	10530	AMAZON	468997785849	LIBRARY/AUDIO-VIDEO	12.99	12.99	09/26/2022
115654	10530	AMAZON	453883956995	LIBRARY/BOOKS	81.75	81.75	09/26/2022
115654	10530	AMAZON	774588866998	LIBRARY/CHILDRENS BOOKS	28.57	28.57	09/26/2022
115654	10530	AMAZON	968848553367	LIBRARY/AUDIO-VIDEO	21.82	21.82	09/26/2022
115654	10530	AMAZON	593459683668	LIBRARY/CHILDRENS MEDIA	7.48	7.48	09/26/2022
115654	10530	AMAZON	885596885846	LIBRARY/BOOKS	12.31	12.31	09/26/2022
115654	10530	AMAZON	994686998496	LIBRARY/ADULT PROGRAMMIN	135.12	135.12	09/26/2022
115654	10530	AMAZON	449363683343	LIBRARY/ADULT PROGRAMMIN	54.83	54.83	09/26/2022
115654	10530	AMAZON	747758537949	LIBRARY/BOOKS	13.49	13.49	09/26/2022
115654	10530	AMAZON	473937366494	LIBRARY/BOOKS	15.98	15.98	09/26/2022
115654	10530	AMAZON	468374383743	LIBRARY/EQUIPMENT MAINTEN	27.94	27.94	09/26/2022
115654	10530	AMAZON	634656957599	LIBRARY/BOOKS	7.98	7.98	09/26/2022
115654	10530	AMAZON	835958375834	LIBRARY/CHILDRENS BOOKS	170.32	170.32	09/26/2022
115654	10530	AMAZON	855595677448	LIBRARY/BOOKS	8.99	8.99	09/26/2022
115654	10530	AMAZON	448884675354	LIBRARY/CHILDRENS BOOKS	66.93	66.93	09/26/2022
115654	10530	AMAZON	569583976983	OSTA/SMARTSIGN 36X12 REFL	33.73	33.73	09/26/2022

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
115654	10530	AMAZON	943357537453	ELECTIONS/SECURITY SEALS	21.78	21.78	09/26/2022
Total AMAZON:					6,546.98	6,546.98	
AMERIGAS-GREEN RIVER							
115574	10615	AMERIGAS-GREEN RIVER	805466166	200794050/SHERIFF	467.06	467.06	09/23/2022
Total AMERIGAS-GREEN RIVER:					467.06	467.06	
ARCHES VACATION RENTALS, INC							
115668	37062	ARCHES VACATION RENTALS, I	09272022	EMERGENCY FLOOD RELIEF G	10,000.00	10,000.00	09/30/2022
Total ARCHES VACATION RENTALS, INC:					10,000.00	10,000.00	
AXIS PARTS, INC.							
115575	36920	AXIS PARTS, INC.	SO-012957	AIRPORT	214.84	214.84	09/23/2022
115575	36920	AXIS PARTS, INC.	SO-013559	ROAD	132.50	132.50	09/23/2022
115575	36920	AXIS PARTS, INC.	SO-013258	ROAD	387.26	387.26	09/23/2022
115575	36920	AXIS PARTS, INC.	SO-012738	AIRPORT	225.00	225.00	09/23/2022
Total AXIS PARTS, INC.:					959.60	959.60	
BAIRD, MIKE							
115669	11145	BAIRD, MIKE	SEPT 2022	PROFESSIONAL SERVICES LIB	600.00	600.00	09/30/2022
Total BAIRD, MIKE:					600.00	600.00	
BAKER & TAYLOR							
115576	32963	BAKER & TAYLOR	H62261830	LIBRARY	56.97	56.97	09/23/2022
115576	32963	BAKER & TAYLOR	H62216050	LIBRARY	35.96	35.96	09/23/2022
115576	32963	BAKER & TAYLOR	T24139320	LIBRARY	22.49	22.49	09/23/2022
115576	32963	BAKER & TAYLOR	H62255230	LIBRARY	204.57	204.57	09/23/2022
115576	32963	BAKER & TAYLOR	H62167060	LIBRARY	23.98	23.98	09/23/2022
Total BAKER & TAYLOR:					343.97	343.97	
BEST WESTERN CANYONLANDS INN							
115655	11550	BEST WESTERN CANYONLAND	09262022	EMERGENCY FLOOD RELIEF G	8,500.00	8,500.00	09/26/2022
Total BEST WESTERN CANYONLANDS INN:					8,500.00	8,500.00	
BREWER, KEITH							
115577	37048	BREWER, KEITH	09192022	OVERPAYMENT OF SENIOR TRI	126.79	126.79	09/23/2022
Total BREWER, KEITH:					126.79	126.79	
BRODART CO							
115578	12105	BRODART CO	609762	LIBRARY	105.67	105.67	09/23/2022
Total BRODART CO:					105.67	105.67	
CANYONLANDS NATURAL HISTORY							
115579	12560	CANYONLANDS NATURAL HIST	955	MIC RESTROOMS/TRAVEL COU	623.94	623.94	09/23/2022
Total CANYONLANDS NATURAL HISTORY:					623.94	623.94	
CASTLE COUNTRY HYDRAULIC & SUPPLY							
115580	36709	CASTLE COUNTRY HYDRAULIC	138463	ROAD	35.40	35.40	09/23/2022

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
115580	36709	CASTLE COUNTRY HYDRAULIC	138572	ROAD	610.60	610.60	09/23/2022
Total CASTLE COUNTRY HYDRAULIC & SUPPLY:					646.00	646.00	
CDW GOVERNMENT INC.							
115581	12830	CDW GOVERNMENT INC.	CK92511	PLANNING & ZONING/MSH FB L	33.21	33.21	09/23/2022
115581	12830	CDW GOVERNMENT INC.	CP78950	OSTA/BROTHER INKVESTMENT	426.43	426.43	09/23/2022
115581	12830	CDW GOVERNMENT INC.	CK57907	OSTA/WD 2TB CAVIAR RED 256	102.28	102.28	09/23/2022
115581	12830	CDW GOVERNMENT INC.	CR34298	JAIL/LG 50IN 4K UHD HOSPITAL	635.45	635.45	09/23/2022
Total CDW GOVERNMENT INC.:					1,197.37	1,197.37	
CENTURYLINK							
115582	33538	CENTURYLINK	101313623	911-70121	2,578.50	2,578.50	09/23/2022
115582	33538	CENTURYLINK	101314236	911-70121	1,632.00	1,632.00	09/23/2022
Total CENTURYLINK:					4,210.50	4,210.50	
CHARM-TEX, INC.							
115583	34970	CHARM-TEX, INC.	0297111-IN	JAIL	590.40	590.40	09/23/2022
Total CHARM-TEX, INC.:					590.40	590.40	
CLAPPER ADVENTURES							
115670	36604	CLAPPER ADVENTURES	09272022	MOAB! TOURISM GRANT	4,482.90	4,482.90	09/30/2022
Total CLAPPER ADVENTURES:					4,482.90	4,482.90	
CLARKE							
115584	35963	CLARKE	0002029241	MOAB MAD	2,985.00	2,985.00	09/23/2022
Total CLARKE:					2,985.00	2,985.00	
CML SECURITY							
115585	35939	CML SECURITY	71743-7-001	JAIL	2,029.30	2,029.30	09/23/2022
115585	35939	CML SECURITY	71743-6-001	JAIL	700.64	700.64	09/23/2022
Total CML SECURITY:					2,729.94	2,729.94	
COLIN TOPPER							
115586	36184	COLIN TOPPER	09222022	TRAILS/CATTLE GUARD	3,000.00	3,000.00	09/23/2022
Total COLIN TOPPER:					3,000.00	3,000.00	
COLORADO DIVISION OF MOTOR VEHICLES							
115587	37023	COLORADO DIVISION OF MOT	09202022	STATE OF UT VS FABIAN SOTE	10.00	10.00	09/23/2022
Total COLORADO DIVISION OF MOTOR VEHICLES:					10.00	10.00	
CURT'S CUSTOM WELDING							
115588	37050	CURT'S CUSTOM WELDING	611504	OSTA/CAPS FOR BACKSTOPS	150.00	150.00	09/23/2022
Total CURT'S CUSTOM WELDING:					150.00	150.00	
DESERT POWER YOGA							
115671	37059	DESERT POWER YOGA	09272022	MOAB! TOURISM GRANT	3,708.32	3,708.32	09/30/2022

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Total DESERT POWER YOGA:					3,708.32	3,708.32	
DESERT WILD							
115672	37058	DESERT WILD	09272022	MOAB! TOURISM GRANT	4,500.00	4,500.00	09/30/2022
Total DESERT WILD:					4,500.00	4,500.00	
DIRECTV							
115589	31998	DIRECTV	080449209X22	SHERIFF	163.63	163.63	09/23/2022
Total DIRECTV:					163.63	163.63	
DISCOUNT MAGAZINE SUBSCRIPTION							
115590	31812	DISCOUNT MAGAZINE SUBSCR	2364036	LIBRARY	1,063.14	1,063.14	09/23/2022
Total DISCOUNT MAGAZINE SUBSCRIPTION:					1,063.14	1,063.14	
DIVISION OF FORESTRY, FIRE & STATE LAND							
115591	35893	DIVISION OF FORESTRY, FIRE	231F000054	2022 COUNTY FIRE WARDEN BI	43,145.06	43,145.06	09/23/2022
Total DIVISION OF FORESTRY, FIRE & STATE LAND:					43,145.06	43,145.06	
EDDIE MCSTIFF'S, INC							
115656	33654	EDDIE MCSTIFF'S, INC	09262022	EMERGENCY FLOOD RELIEF G	10,000.00	10,000.00	09/26/2022
Total EDDIE MCSTIFF'S, INC:					10,000.00	10,000.00	
FINDAWAY WORLD, LLC							
115592	31830	FINDAWAY WORLD, LLC	404955	LIBRARY	49.99	49.99	09/23/2022
115592	31830	FINDAWAY WORLD, LLC	404552	LIBRARY	744.87	744.87	09/23/2022
Total FINDAWAY WORLD, LLC:					794.86	794.86	
FINLEY HOLIDAY FILM CORP							
115593	35677	FINLEY HOLIDAY FILM CORP	114704	ECONOMIC DEVELOPMENT-MO	3,500.00	3,500.00	09/23/2022
115593	35677	FINLEY HOLIDAY FILM CORP	114705	ACTIVE TRANSPORTATION & T	1,700.00	1,700.00	09/23/2022
115593	35677	FINLEY HOLIDAY FILM CORP	114706	ECONOMIC DEVELOPMENT/EP	3,600.00	3,600.00	09/23/2022
Total FINLEY HOLIDAY FILM CORP:					8,800.00	8,800.00	
FRONTIER							
115594	15810	FRONTIER	SEPT 2022	e911-435-196-1354	94.12	94.12	09/23/2022
115594	15810	FRONTIER	SEPT 2022	e911-435-196-1355	94.12	94.12	09/23/2022
Total FRONTIER:					188.24	188.24	
GALLS LLC							
115595	15885	GALLS LLC	021889587	AIRPORT	107.84	107.84	09/23/2022
Total GALLS LLC:					107.84	107.84	
GLOCK, INC.							
115596	33432	GLOCK, INC.	TRP/10017219	ARMORER'S COURSE-N. WHIT	250.00	250.00	09/23/2022
115596	33432	GLOCK, INC.	TRP/10017219	ARMORER'S COURSE-AJ FRY	250.00	250.00	09/23/2022
Total GLOCK, INC.:					500.00	500.00	

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GLORIA'S CORNER CAFE, LLC							
115657	37054	GLORIA'S CORNER CAFE, LLC	09262022	EMERGENCY FLOOD RELIEF G	2,500.00	2,500.00	09/26/2022
Total GLORIA'S CORNER CAFE, LLC:					2,500.00	2,500.00	
GONZO INN							
115658	32499	GONZO INN	09262022	EMERGENCY FLOOD RELIEF G	2,500.00	2,500.00	09/26/2022
Total GONZO INN:					2,500.00	2,500.00	
GRANATH, AUGUST							
115597	36842	GRANATH, AUGUST	09272022	PER DIEM	82.00	82.00	09/23/2022
115597	36842	GRANATH, AUGUST	09272022	MILEAGE	108.13	108.13	09/23/2022
Total GRANATH, AUGUST:					190.13	190.13	
HBW PARTNERS LLP							
115673	37061	HBW PARTNERS LLP	09272022	EMERGENCY FLOOD RELIEF G	5,500.00	5,500.00	09/30/2022
Total HBW PARTNERS LLP:					5,500.00	5,500.00	
HEIMAN FIRE EQUIPMENT							
115598	35599	HEIMAN FIRE EQUIPMENT	0913139-IN	THOMPSON SPRINGS FIRE	330.31	330.31	09/23/2022
Total HEIMAN FIRE EQUIPMENT:					330.31	330.31	
HIGH COUNTRY SIGNS & OUTDOOR ADVERTISING							
115599	17385	HIGH COUNTRY SIGNS & OUTD	2020-1570	BILLBOARD RENT	400.00	400.00	09/23/2022
Total HIGH COUNTRY SIGNS & OUTDOOR ADVERTISING:					400.00	400.00	
HINES, BRADLEY							
115600	35339	HINES, BRADLEY	09122022	CLOTHING REIMBURSEMENT	220.22	220.22	09/23/2022
Total HINES, BRADLEY:					220.22	220.22	
HOLBROOK ASPHALT CO.							
115601	32317	HOLBROOK ASPHALT CO.	HAU922082	ROAD	31,393.53	31,393.53	09/23/2022
Total HOLBROOK ASPHALT CO.:					31,393.53	31,393.53	
HORROCKS ENGINEERING, INC							
115602	17750	HORROCKS ENGINEERING, IN	72123	UT-CV-0008-22/JACKSON STRE	13,604.48	13,604.48	09/23/2022
115602	17750	HORROCKS ENGINEERING, IN	72123	UT-CV-0008-22/HASTINGS ROA	1,358.50	1,358.50	09/23/2022
115602	17750	HORROCKS ENGINEERING, IN	72122	UT-CV-0008-22	4,907.40	4,907.40	09/23/2022
Total HORROCKS ENGINEERING, INC:					19,870.38	19,870.38	
HORSE MOTELS INTERNATIONAL							
115603	35819	HORSE MOTELS INTERNATION	6329	OSTA	50.00	50.00	09/23/2022
Total HORSE MOTELS INTERNATIONAL:					50.00	50.00	
HOUSING AUTHORITY OF SOUTHEASTERN UTAH							
115674	36574	HOUSING AUTHORITY OF SOU	09302022	MOAB HOUSING FAIR GRANT	12,000.00	12,000.00	09/30/2022
Total HOUSING AUTHORITY OF SOUTHEASTERN UTAH:					12,000.00	12,000.00	

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INTERNATIONAL E-Z UP, INC.							
115604	36805	INTERNATIONAL E-Z UP, INC.	AAAQ443256	GRAND COUNTY TRAILS	2,546.36	2,546.36	09/23/2022
Total INTERNATIONAL E-Z UP, INC.:					2,546.36	2,546.36	
INTOXIMETERS							
115605	34357	INTOXIMETERS	715607	SHERIFF	2,334.00	2,334.00	09/23/2022
Total INTOXIMETERS:					2,334.00	2,334.00	
JIMMY FOY COLLISION REPAIR							
115606	30456	JIMMY FOY COLLISION REPAIR	1170	SHERIFF/A2H3769	1,023.86	1,023.86	09/23/2022
Total JIMMY FOY COLLISION REPAIR:					1,023.86	1,023.86	
JONES & DEMILLE ENGINEERING INC							
115607	35417	JONES & DEMILLE ENGINEERI	0128874	2010-046.00/PANISH VALLEY PA	2,667.13	2,667.13	09/23/2022
Total JONES & DEMILLE ENGINEERING INC:					2,667.13	2,667.13	
JORGENSEN POWERSPORTS							
115608	34311	JORGENSEN POWERSPORTS	10798611	SHERIFF/FUEL FILTER	15.49	15.49	09/23/2022
Total JORGENSEN POWERSPORTS:					15.49	15.49	
LA DUENA MEXICAN KITCHEN							
115675	37057	LA DUENA MEXICAN KITCHEN	09272022	MOAB! TOURISM GRANT	3,915.00	3,915.00	09/30/2022
Total LA DUENA MEXICAN KITCHEN:					3,915.00	3,915.00	
LANGUAGE LINK							
115609	35979	LANGUAGE LINK	221914	SHERIFF- TRANSLATION SERVI	125.65	125.65	09/23/2022
Total LANGUAGE LINK:					125.65	125.65	
LAWSON PRODUCTS							
115610	35809	LAWSON PRODUCTS	9309877611	ROAD	7.17	7.17	09/23/2022
Total LAWSON PRODUCTS:					7.17	7.17	
LENNBERG, VIENG							
115611	36982	LENNBERG, VIENG	02	INTERPRETER SERVICES CAS	80.00	80.00	09/23/2022
Total LENNBERG, VIENG:					80.00	80.00	
LESMEISTER GROUP, INC							
115659	11945	LESMEISTER GROUP, INC	09262022	EMERGENCY FLOOD RELIEF G	3,565.00	3,565.00	09/26/2022
Total LESMEISTER GROUP, INC:					3,565.00	3,565.00	
LOGOWITZ, MADELINE							
115612	36120	LOGOWITZ, MADELINE	09112022	PER DIEM	151.00	151.00	09/23/2022
Total LOGOWITZ, MADELINE:					151.00	151.00	
LONG, A. J							
115613	36353	LONG, A. J	09122022	LIBRARY	720.00	720.00	09/23/2022

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Total LONG, A. J:					720.00	720.00	
LUMEN							
115614	36925	LUMEN	5107XQC2S3-	NG-911 (Z6482)	795.48	795.48	09/23/2022
Total LUMEN:					795.48	795.48	
LYNN'S EMBROIDERY							
115615	34333	LYNN'S EMBROIDERY	697536	J.WIGGINS/CLOTHING	50.00	50.00	09/23/2022
115615	34333	LYNN'S EMBROIDERY	697542	OSTA/LOGOS OF JACKETS	293.00	293.00	09/23/2022
Total LYNN'S EMBROIDERY:					343.00	343.00	
MCCANDLESS TRUCKING CENTER							
115616	34681	MCCANDLESS TRUCKING CEN	P105082981:0	ROAD	243.98	243.98	09/23/2022
Total MCCANDLESS TRUCKING CENTER:					243.98	243.98	
MCKIMMEY, SANDRA							
115617	35124	MCKIMMEY, SANDRA	09192022	OVERPAYMENT ON SENIOR TR	160.72	160.72	09/23/2022
Total MCKIMMEY, SANDRA:					160.72	160.72	
MILL CREEK ANIMAL HOSPITAL							
115660	37052	MILL CREEK ANIMAL HOSPITAL	09262022	EMERGENCY FLOOD RELIEF G	2,500.00	2,500.00	09/26/2022
Total MILL CREEK ANIMAL HOSPITAL:					2,500.00	2,500.00	
MIND PLEASURE, LLC							
115676	37056	MIND PLEASURE, LLC	09272022	MOAB! TOURISM GRANT	3,150.00	3,150.00	09/30/2022
Total MIND PLEASURE, LLC:					3,150.00	3,150.00	
MOAB DONUTS, LLC							
115665	36548	MOAB DONUTS, LLC	09262022	MOAB! TOURISM GRANT	4,050.00	4,050.00	09/26/2022
Total MOAB DONUTS, LLC:					4,050.00	4,050.00	
MOAB SUN NEWS							
115618	33869	MOAB SUN NEWS	1576	USU EXTENSION	140.00	140.00	09/23/2022
115618	33869	MOAB SUN NEWS	1574	GRAND COUNTY COMMISSION	85.00	85.00	09/23/2022
115618	33869	MOAB SUN NEWS	1577	PLANNING & ZONING	500.00	500.00	09/23/2022
Total MOAB SUN NEWS:					725.00	725.00	
MOAB VALLEY FIRE DISTRICT							
115619	30085	MOAB VALLEY FIRE DISTRICT	504	CONSULTING FOR THE DISTRI	3,000.00	3,000.00	09/23/2022
Total MOAB VALLEY FIRE DISTRICT:					3,000.00	3,000.00	
MOAB VALLEY MULTICULTURAL CENTER							
115620	34610	MOAB VALLEY MULTICULTURA	00364	JUSTICE COURT	210.00	210.00	09/23/2022
Total MOAB VALLEY MULTICULTURAL CENTER:					210.00	210.00	
MOUNT OLYMPUS WATERS, INC.							
115621	31323	MOUNT OLYMPUS WATERS, IN	16262067 0915	ASSESSOR	27.12	27.12	09/23/2022

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115621	31323	MOUNT OLYMPUS WATERS, IN	12004211 0915	CLERK	24.63	24.63	09/23/2022
115621	31323	MOUNT OLYMPUS WATERS, IN	12344492 0916	JUSTICE COURT	10.50	10.50	09/23/2022
Total MOUNT OLYMPUS WATERS, INC.:					62.25	62.25	
MOUNTAINLAND SUPPLY LLC							
115622	21280	MOUNTAINLAND SUPPLY LLC	S104878496.0	ROAD	12,512.50	12,512.50	09/23/2022
115622	21280	MOUNTAINLAND SUPPLY LLC	S104913116.00	CEMETERY	418.66	418.66	09/23/2022
Total MOUNTAINLAND SUPPLY LLC:					12,931.16	12,931.16	
NATIONAL CHILDREN'S ALLIANCE							
115623	21510	NATIONAL CHILDREN'S ALLIAN	INV10573	RE-ACCREDITION FEE- GRAND	3,000.00	3,000.00	09/23/2022
Total NATIONAL CHILDREN'S ALLIANCE:					3,000.00	3,000.00	
NESPB, INC							
115624	36928	NESPB, INC	220930 GCU	GRAND COUNTY	3,300.00	3,300.00	09/23/2022
Total NESPB, INC:					3,300.00	3,300.00	
OFFICE DEPOT, INC							
115625	22060	OFFICE DEPOT, INC	267465812001	LIBRARY	198.93	198.93	09/23/2022
115625	22060	OFFICE DEPOT, INC	263710287001	LIBRARY	9.52	9.52	09/23/2022
115625	22060	OFFICE DEPOT, INC	263710288001	LIBRARY	4.21	4.21	09/23/2022
115625	22060	OFFICE DEPOT, INC	263687124001	LIBRARY	69.64	69.64	09/23/2022
Total OFFICE DEPOT, INC:					282.30	282.30	
PHONZ.COM							
115626	33451	PHONZ.COM	13784	XG 310 XSTREAM PROTECTIO	299.95	299.95	09/23/2022
115626	33451	PHONZ.COM	13468	XG 310 XSTREAM PROTECTIO	305.98	305.98	09/23/2022
115626	33451	PHONZ.COM	13316	XG 310 XSTREAM PROTECTIO	305.98	305.98	09/23/2022
Total PHONZ.COM:					911.91	911.91	
PITNEY BOWES, INC							
115677	22875	PITNEY BOWES, INC	SEPT 2022	LIBRARY POSTAGE/8000-9090-1	474.95	474.95	09/30/2022
Total PITNEY BOWES, INC:					474.95	474.95	
POWERSPORTS OF MOAB, LLC							
115627	30957	POWERSPORTS OF MOAB, LLC	4282	MMAD	105.00	105.00	09/23/2022
115627	30957	POWERSPORTS OF MOAB, LLC	4050	SANDFLATS	1,305.56	1,305.56	09/23/2022
Total POWERSPORTS OF MOAB, LLC:					1,410.56	1,410.56	
PREMIER VEHICLE INSTALLATION, INC.							
115628	33770	PREMIER VEHICLE INSTALLATI	39462	SHERIFF	153.18	153.18	09/23/2022
Total PREMIER VEHICLE INSTALLATION, INC.:					153.18	153.18	
PURE COUNTRY WATER							
115629	36090	PURE COUNTRY WATER	527694	CEMETERY	20.10	20.10	09/23/2022
115629	36090	PURE COUNTRY WATER	527691	ROAD	40.20	40.20	09/23/2022
115629	36090	PURE COUNTRY WATER	131740	ROAD	12.00	12.00	09/23/2022
115629	36090	PURE COUNTRY WATER	131738	CEMETERY	16.00	16.00	09/23/2022
115629	36090	PURE COUNTRY WATER	527832	ROAD	40.20	40.20	09/23/2022

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115629	36090	PURE COUNTRY WATER	528021	ROAD	20.10	20.10	09/23/2022
Total PURE COUNTRY WATER:					148.60	148.60	
QUADIENT FINANCE USA, INC							
115630	36443	QUADIENT FINANCE USA, INC	AUG 2022	MOAB0000000000011274445	1,000.00	1,000.00	09/23/2022
Total QUADIENT FINANCE USA, INC:					1,000.00	1,000.00	
RCL MANAGEMENT							
115661	37053	RCL MANAGEMENT	09262022	EMERGENCY FLOOD RELIEF G	2,500.00	2,500.00	09/26/2022
Total RCL MANAGEMENT:					2,500.00	2,500.00	
REVCO LEASING COMPANY							
115631	36964	REVCO LEASING COMPANY	647228	SHERIFF/SHARP MX-5071 COL	327.74	327.74	09/23/2022
Total REVCO LEASING COMPANY:					327.74	327.74	
RIM TO RIM RESTORATION							
115662	35896	RIM TO RIM RESTORATION	09262022	EMERGENCY FLOOD RELIEF G	2,500.00	2,500.00	09/26/2022
Total RIM TO RIM RESTORATION:					2,500.00	2,500.00	
RIVER CANYON WIRELESS							
115632	33676	RIVER CANYON WIRELESS	89950	SANDFLATS	44.99	44.99	09/23/2022
Total RIVER CANYON WIRELESS:					44.99	44.99	
ROCKY MOUNTAIN POWER							
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	FAMILY SUPPORT CENTER	156.37	156.37	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	SANDFLATS	86.03	86.03	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	Grand Center/Civic	961.07	961.07	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	LIBRARY NEW LOCATION	2,022.28	2,022.28	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	Travel Council	133.73	133.73	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	CHILDREN'S JUSTICE CENTER	104.24	104.24	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	Star Hall	1,323.10	1,323.10	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	Grand Center/Senior	961.06	961.06	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	Maintanence shop	94.57	94.57	09/26/2022
115663	27655	ROCKY MOUNTAIN POWER	SEPT2022	Thompson Fire House	35.13	35.13	09/26/2022
Total ROCKY MOUNTAIN POWER:					5,877.58	5,877.58	
ROYCES ELECTRONICS, INC							
115633	24195	ROYCES ELECTRONICS, INC	10339106	OSTA/APC UPS550VA	125.99	125.99	09/23/2022
Total ROYCES ELECTRONICS, INC:					125.99	125.99	
RUSSELL, STEVE ATTORNEY							
115678	24235	RUSSELL, STEVE ATTORNEY	SEPT 2022	ATTORNEY EMPLOYMENT AGR	1,166.67	1,166.67	09/30/2022
Total RUSSELL, STEVE ATTORNEY:					1,166.67	1,166.67	
SALT LAKE WHOLESALE SPORTS							
115634	24380	SALT LAKE WHOLESALE SPOR	80906	SHERIFF SUPPLIES	3,365.70	3,365.70	09/23/2022
Total SALT LAKE WHOLESALE SPORTS:					3,365.70	3,365.70	

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SCARLET ROX SALON & LASH WORKS							
115664	36695	SCARLET ROX SALON & LASH	09262022	EMERGENCY FLOOD RELIEF G	2,500.00	2,500.00	09/26/2022
Total SCARLET ROX SALON & LASH WORKS:					2,500.00	2,500.00	
SIMPLY MOAB							
115679	37055	SIMPLY MOAB	09272022	MOABI TOURISM GRANT	4,050.00	4,050.00	09/30/2022
Total SIMPLY MOAB:					4,050.00	4,050.00	
SOUTHEASTERN UTAH HEALTH DEPARTMENT							
115635	25330	SOUTHEASTERN UTAH HEALT	08102022	AIRPORT	15.00	15.00	09/23/2022
115635	25330	SOUTHEASTERN UTAH HEALT	09092021	FLU VACCINES-2021	1,000.00	1,000.00	09/23/2022
115635	25330	SOUTHEASTERN UTAH HEALT	09132022	WATERSHED COORDINATOR P	2,500.00	2,500.00	09/23/2022
Total SOUTHEASTERN UTAH HEALTH DEPARTMENT:					3,515.00	3,515.00	
SPROUT, ANNA							
115636	37051	SPROUT, ANNA	09112022	PER DIEM	151.00	151.00	09/23/2022
Total SPROUT, ANNA:					151.00	151.00	
STOCKS, MELISSA							
115637	36152	STOCKS, MELISSA	09272022	PER DIEM	82.00	82.00	09/23/2022
115637	36152	STOCKS, MELISSA	10072022	PER DIEM	1,007.25	1,007.25	09/23/2022
115637	36152	STOCKS, MELISSA	09212022	REIMBURSMENT	102.65	102.65	09/23/2022
Total STOCKS, MELISSA:					1,191.90	1,191.90	
STRAIGHT STRIPE PAINTING, INC.							
115638	34531	STRAIGHT STRIPE PAINTING, I	21695	ROAD	24,447.90	24,447.90	09/23/2022
Total STRAIGHT STRIPE PAINTING, INC.:					24,447.90	24,447.90	
SWIRE COCA-COLA, USA #413121							
115639	37015	SWIRE COCA-COLA, USA #4131	13372216812	AIRPORT SUPPLIES	104.60	104.60	09/23/2022
115639	37015	SWIRE COCA-COLA, USA #4131	13372216812	AIRPORT VENDING	190.44	190.44	09/23/2022
Total SWIRE COCA-COLA, USA #413121:					295.04	295.04	
SYMBOLARTS INC							
115640	26060	SYMBOLARTS INC	0440456	JAIL BADGES/CALVIN HAZLETO	145.00	145.00	09/23/2022
115640	26060	SYMBOLARTS INC	0440866	SHERIFF BADGE	373.75	373.75	09/23/2022
115640	26060	SYMBOLARTS INC	0440460	SHERIFF BADGE/MICHAEL PAL	102.70	102.70	09/23/2022
115640	26060	SYMBOLARTS INC	0440460	SHERIFF BADGE/MICHAEL PAL	167.30	167.30	09/23/2022
115640	26060	SYMBOLARTS INC	0441053	SHERIFF BADGE	60.00	60.00	09/23/2022
Total SYMBOLARTS INC:					848.75	848.75	
TECH LOGIC CORP.							
115641	34825	TECH LOGIC CORP.	RC004714	LIBRARY	3,032.00	3,032.00	09/23/2022
Total TECH LOGIC CORP.:					3,032.00	3,032.00	
TEMPLE HEARTHSPACE OF UNITED FIELD							
115680	37060	TEMPLE HEARTHSPACE OF UN	09292022	EMERGENCY FLOOD RELIEF G	2,500.00	2,500.00	09/30/2022

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total TEMPLE HEARTHSPACE OF UNITED FIELD:					2,500.00	2,500.00	
THE CLIMBING ZINE							
115642	36174	THE CLIMBING ZINE	GPL 022	LIBRARY	71.98	71.98	09/23/2022
Total THE CLIMBING ZINE:					71.98	71.98	
THE LAW OFFICE OF STEPHEN STOCKS							
115643	35567	THE LAW OFFICE OF STEPHEN	4193	22-PACHEC-00232	315.00	315.00	09/23/2022
115643	35567	THE LAW OFFICE OF STEPHEN	4191	21-MARTIN-00197	330.00	330.00	09/23/2022
115643	35567	THE LAW OFFICE OF STEPHEN	4188	22-BENTLE-00207	105.00	105.00	09/23/2022
115643	35567	THE LAW OFFICE OF STEPHEN	4184	22-ALVARE-00065	15.00	15.00	09/23/2022
115643	35567	THE LAW OFFICE OF STEPHEN	4192	22-MECHAM-00187	210.00	210.00	09/23/2022
115643	35567	THE LAW OFFICE OF STEPHEN	4190	21-LOPEZ-00206	30.00	30.00	09/23/2022
Total THE LAW OFFICE OF STEPHEN STOCKS:					1,005.00	1,005.00	
TRI-TECH FORENSICS, INC							
115644	36565	TRI-TECH FORENSICS, INC	717197	SHERIFF/UTAH TOXICOLGY CO	143.68	143.68	09/23/2022
Total TRI-TECH FORENSICS, INC:					143.68	143.68	
U.S. TRAVEL ASSOCIATION							
115645	33269	U.S. TRAVEL ASSOCIATION	410000227541	GRAND COUNTY ECONOMIC D	79.42	79.42	09/23/2022
Total U.S. TRAVEL ASSOCIATION:					79.42	79.42	
UOCA CONFERCEMENT							
115646	37049	UOCA CONFERCEMENT	03152023	REGISTRATION/JOSH GREEN	290.00	290.00	09/23/2022
Total UOCA CONFERCEMENT:					290.00	290.00	
UTAH STATE DIV OF FINANCE							
115647	27720	UTAH STATE DIV OF FINANCE	SEPT 2022	LOAN #MO831 - FIRE DEPARTM	25,000.00	25,000.00	09/23/2022
115647	27720	UTAH STATE DIV OF FINANCE	SEPT 2022	LOAN-B1707 INTEREST	46,225.00	46,225.00	09/23/2022
115647	27720	UTAH STATE DIV OF FINANCE	SEPT 2022	LOAN B2011	10,632.28	10,632.28	09/23/2022
115647	27720	UTAH STATE DIV OF FINANCE	SEPT 2022	LOAN-B1707 PRINCIPAL	103,000.00	103,000.00	09/23/2022
Total UTAH STATE DIV OF FINANCE:					184,857.28	184,857.28	
UTAH STATE UNIVERSITY							
115648	27765	UTAH STATE UNIVERSITY	IT08082022	GC EXTENSION PHONES	90.21	90.21	09/23/2022
Total UTAH STATE UNIVERSITY:					90.21	90.21	
VISA USA							
115649	35615	VISA USA	220700-07563-	GRAND COUNTY ECONOMIC D	4,750.00	4,750.00	09/23/2022
Total VISA USA:					4,750.00	4,750.00	
WELLS FARGO BANK							
115650	33953	WELLS FARGO BANK	AUG 2022	CEMETERY-4484610006171469	214.15	214.15	09/23/2022
Total WELLS FARGO BANK:					214.15	214.15	
WILKINSON, FREDERICK							
115651	36300	WILKINSON, FREDERICK	09192022	SANDFLATS CAMP HOST 09/12	125.00	125.00	09/23/2022

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total WILKINSON, FREDERICK:					125.00	125.00	
XEROX CORPORATION							
115652	29100	XEROX CORPORATION	017140657	RECORDER	106.97	106.97	09/23/2022
Total XEROX CORPORATION:					106.97	106.97	
ZUNICH BROS MECHANICAL							
115653	33851	ZUNICH BROS MECHANICAL	38772	GRAND CENTER	594.00	594.00	09/23/2022
Total ZUNICH BROS MECHANICAL:					594.00	594.00	
Grand Totals:					624,316.53	624,316.53	

Date: Oct 3rd 2022

County Auditor: _____

Council Chairperson: _____

Council: _____

Council: _____

Check No. _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Vendor.Last Check Number = 115567-115680

Report Criteria:

Report type: Summary

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

Payee	Check Number	Amount	
ADVANCED PAVING & CONSTR LLC	115569	117,807.20	Moab canyon bike trail
DIVISION OF FORESTRY, FIRE & STATE LAND	115591	43,145.06	2022 Firewarden payment
HOLBROOK ASPHALT CO.	115601	31,393.53	Road Dept project
HORROCKS ENGINEERING, INC	115602	19,870.38	Road & P&Z projects
MOUNTAINLAND SUPPLY LLC	115622	12,931.16	Road & cemtery products
STRAIGHT STRIPE PAINTING, INC.	115638	24,447.90	Road project
UTAH STATE DIV OF FINANCE	115647	184,857.28	Payment on Loan B1707, B2011 & MOB31
EDDIE MCSTIFF'S, INC	115656	10,000.00	Flood grant
CENTURY EQUIPMENT COMPANY, INC	115667	38,500.00	reissue of Airport project check.
ARCHES VACATION RENTALS, INC	115668	10,000.00	Flood grant
HOUSING AUTHORITY OF SOUTHEASTERN UTAH	115674	12,000.00	Rural housing grant
Grand Totals:		504,952.51	

Report Criteria:
Paid transmittals included

Transmittal Number		Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
1								
	1	DESERT RIVERS CREDIT	33845	09/18/2022	70-02	EMPLOYEE W/H Grand County Credit	10-2242000-000	300.00
	Total 1:							300.00
3								
	3	OFFICE OF RECOVERY S	33848	09/18/2022	69-02	Child Support Pay Period: 9/18/2022	10-2246000-000	253.50
	3	OFFICE OF RECOVERY S	33848	09/18/2022	69-02	Child Support Pay Period: 9/18/2022	75-2246000-000	954.72
	Total 3:							1,208.22
4								
	4	GRAND COUNTY TREAS	33846	09/18/2022	66-00	EMPLOYEE W/H Grand County Treasur	10-2240000-000	1,022.85
	4	GRAND COUNTY TREAS	33846	09/18/2022	66-00	EMPLOYEE W/H Grand County Treasur	21-2240000-000	70.00
	Total 4:							1,092.85
10								
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	GWSSA - HSA EE	11-3441-000-000	400.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	GWSSA - HSA ER	11-3441-000-000	300.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	GWSSA - FSA EE	11-3441-000-000	329.98
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	10-2256000-000	1,549.20
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	21-2256000-000	466.68
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	23-2256000-000	8.33
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	45-2256000-000	118.75
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	46-2256000-000	10.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	47-2256000-000	118.75
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	70-2256000-000	118.75
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-01	EMPLOYEE W/H FSA (Cafe) Plan Pay	10-2256000-000	237.50
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-02	EMPLOYEE W/H Dependent Child Care	10-2256000-000	358.33
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	10-2257000-000	4,488.84
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	17-2257000-000	60.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	21-2257000-000	510.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	23-2257000-000	306.08
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	46-2257000-000	125.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	47-2257000-000	30.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	70-2257000-000	202.72
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	72-2257000-000	509.16
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	76-2257000-000	204.66
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	10-2257000-000	5,608.74
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	17-2257000-000	60.01
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	21-2257000-000	1,050.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	23-2257000-000	200.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	25-2257000-000	50.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	45-2257000-000	100.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	46-2257000-000	200.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	47-2257000-000	100.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	70-2257000-000	300.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	72-2257000-000	550.00
	10	NATIONAL BENEFIT SER	33847	09/18/2022	71-03	EMPLOYEE W/H HSA Plan Pay Period:	76-2257000-000	150.00
	10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	10-2257000-000	295.90
	10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	11-3441-000-000	16.95
	10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	21-2257000-000	48.90
	10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	23-2257000-000	13.80

84,128.81

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	45-2257000-000	5.65
10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	46-2257000-000	10.65
10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	47-2257000-000	8.15
10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	70-2257000-000	7.50
10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	72-2257000-000	20.65
10	NATIONAL BENEFIT SER	92622105	09/18/2022	71-05	SEPTEMBER - NBS PLAN ADMIN (HSA	76-2257000-000	5.00
Total 10:							19,254.63
25							
25	LIBERTY MUTUAL INSUR	33851	09/18/2022	63-00	SEPTEMBER - LIBERTY MUTUAL- EM	10-2234000-000	1,466.90
25	LIBERTY MUTUAL INSUR	33851	09/18/2022	63-00	SEPTEMBER - LIBERTY MUTUAL- EM	21-2234000-000	419.98
25	LIBERTY MUTUAL INSUR	33851	09/18/2022	63-00	SEPTEMBER - LIBERTY MUTUAL- EM	23-2234000-000	114.24
25	LIBERTY MUTUAL INSUR	33851	09/18/2022	63-00	SEPTEMBER - LIBERTY MUTUAL- EM	72-2234000-000	355.66
Total 25:							2,356.78
28							
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	2,343.82
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	17-2261000-000	24.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	825.24
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	700.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	445.96
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	1,000.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	1,506.29
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	633.16
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	23-2261000-000	52.79
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	46-2261000-000	62.95
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	165.54
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	248.50
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	75-2261000-000	52.52
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	61.34
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-02	Utah Retirement T1 401(K) Pol Pay Peri	10-2261000-000	2,907.86
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	1,942.91
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	21-2261000-000	200.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	46-2261000-000	50.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	225.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	186.66
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	21-2261000-000	28.38
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	23-2261000-000	7.19
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	25-2261000-000	2.87
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	45-2261000-000	4.91
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	46-2261000-000	5.56
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	70-2261000-000	3.35
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	14.84
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-06	Utah Retirement T2 DB HYB 401(K) Pa	76-2261000-000	6.91
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-07	Utah Retirement T2 DB PS HYB 401(K)	10-2261000-000	464.96
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	89.67
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	3,059.24
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-08	Utah Retirement T2 DC 401(K) Pay Peri	23-2261000-000	844.62
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-08	Utah Retirement T2 DC 401(K) Pay Peri	47-2261000-000	199.45
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	300.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	1,042.66
28	UTAH RETIREMENT SYS	92622108	09/18/2022	41-01	Utah Retirement 457 Pay Period: 9/18/2	10-2263000-000	1,243.24
28	UTAH RETIREMENT SYS	92622108	09/18/2022	41-01	Utah Retirement 457 Pay Period: 9/18/2	21-2263000-000	63.02
28	UTAH RETIREMENT SYS	92622108	09/18/2022	42-00	Utah Retirement ROTH IRA Pay Period:	10-2258000-000	2,025.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	42-00	Utah Retirement ROTH IRA Pay Period:	72-2258000-000	225.00

433.15

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
28	UTAH RETIREMENT SYS	92622108	09/18/2022	43-00	Utah Retirement TRADITIONAL IRA Pa	10-2258000-000	225.00
28	UTAH RETIREMENT SYS	92622108	09/18/2022	51-00	Utah Retirement Retirement-repay of loa	10-2259000-000	727.05
28	UTAH RETIREMENT SYS	92622108	09/18/2022	51-00	Utah Retirement Retirement-repay of loa	21-2259000-000	312.52
28	UTAH RETIREMENT SYS	92622108	09/18/2022	51-00	Utah Retirement Retirement-repay of loa	72-2259000-000	85.42
28	UTAH RETIREMENT SYS	92622108	09/18/2022	51-00	Utah Retirement Retirement-repay of loa	75-2259000-000	56.38
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	10-2260000-000	13,275.46
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	21-2260000-000	2,523.86
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	23-2260000-000	639.61
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	25-2260000-000	255.06
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	45-2260000-000	436.86
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	46-2260000-000	495.26
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	70-2260000-000	297.58
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	72-2260000-000	1,319.18
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-01	Utah Retirement T2 DB Hybrid Pay Peri	76-2260000-000	614.78
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-02	Utah Retirement T2 DB PS Hybrid Pay	10-2260000-000	1,147.52
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-02	Utah Retirement T2 DB PS Hybrid Pay	10-2260000-000	11,957.90
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-03	Utah Retirement T2 DC Pay Period: 9/	10-2260000-000	1,754.90
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-03	Utah Retirement T2 DC Pay Period: 9/	23-2260000-000	522.82
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-03	Utah Retirement T2 DC Pay Period: 9/	47-2260000-000	262.22
28	UTAH RETIREMENT SYS	92622108	09/18/2022	55-04	Utah Retirement T2 DC PS Pay Period:	10-2260000-000	967.44
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	10-2260000-000	12,223.41
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	21-2260000-000	5,717.51
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	23-2260000-000	476.74
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	46-2260000-000	568.44
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	70-2260000-000	1,494.92
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	72-2260000-000	2,244.12
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	75-2260000-000	474.23
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-01	Utah Retirement T1 Non-Contributory R	76-2260000-000	588.74
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-03	Utah Retirement T1 Police Non-Contrib	10-2260000-000	10,420.78
28	UTAH RETIREMENT SYS	92622108	09/18/2022	90-03	Utah Retirement T1 Police Non-Contrib	17-2260000-000	629.55
Total 28:							95,980.67
29							
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	10-2221000-000	19,346.05
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	17-2221000-000	126.43
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	20-2221000-000	65.10
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	21-2221000-000	2,683.05
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	23-2221000-000	1,123.69
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	25-2221000-000	98.77
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	30-2221000-000	13.03
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	45-2221000-000	164.61
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	46-2221000-000	409.75
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	47-2221000-000	779.70
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	70-2221000-000	798.87
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	72-2221000-000	1,563.36
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	75-2221000-000	523.67
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	76-2221000-000	454.63
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	10-2221000-000	19,132.18
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	17-2221000-000	126.43
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	20-2221000-000	65.10
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	21-2221000-000	2,896.92
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	23-2221000-000	1,123.69
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	25-2221000-000	98.77
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	30-2221000-000	13.03
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	45-2221000-000	164.61
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	46-2221000-000	409.75

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	47-2221000-000	779.70
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	70-2221000-000	798.87
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	72-2221000-000	1,563.36
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	75-2221000-000	523.67
29	IRS - FICA/FWT	92622107	09/18/2022	74-00	FICA/FWT Social Security Pay Period:	76-2221000-000	454.63
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	10-2224000-000	4,474.44
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	17-2224000-000	29.57
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	20-2224000-000	15.23
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	21-2224000-000	677.50
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	23-2224000-000	262.80
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	25-2224000-000	23.10
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	30-2224000-000	3.05
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	45-2224000-000	38.50
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	46-2224000-000	95.82
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	47-2224000-000	182.33
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	70-2224000-000	186.81
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	72-2224000-000	365.62
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	75-2224000-000	122.47
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	76-2224000-000	106.33
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	10-2224000-000	4,474.44
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	17-2224000-000	29.57
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	20-2224000-000	15.23
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	21-2224000-000	677.50
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	23-2224000-000	262.80
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	25-2224000-000	23.10
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	30-2224000-000	3.05
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	45-2224000-000	38.50
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	46-2224000-000	95.82
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	47-2224000-000	182.33
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	70-2224000-000	186.81
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	72-2224000-000	365.62
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	75-2224000-000	122.47
29	IRS - FICA/FWT	92622107	09/18/2022	75-00	FICA/FWT Medicare Pay Period: 9/18/2	76-2224000-000	106.33
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	10-2222000-000	35,420.25
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	17-2222000-000	270.52
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	20-2222000-000	98.02
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	21-2222000-000	4,805.06
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	23-2222000-000	2,062.69
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	45-2222000-000	332.42
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	46-2222000-000	708.41
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	47-2222000-000	579.41
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	70-2222000-000	1,000.07
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	72-2222000-000	2,405.52
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	75-2222000-000	579.08
29	IRS - FICA/FWT	92622107	09/18/2022	76-00	FICA/FWT Federal Witholding Pay Peri	76-2222000-000	601.40
Total 29:							118,331.41
40							
40	CIGNA HEALTHCARE - C	92622102	09/18/2022	62-07	SEPTEMBER - CLAIMS	11-4225-400-000	171,897.29
40	CIGNA HEALTHCARE - C	92622102	09/18/2022	62-05	SEPTEMBER PREMIUMS	11-4225-400-000	78,510.15
Total 40:							250,407.44
43							
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	61-05	SEPTEMBER - LINCOLN - SINGLE (EM	11-4220-410-000	407.50
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	61-05	SEPTEMBER - LINCOLN - SINGLE (EM	11-4220-410-000	504.43

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	61-06	SEPTEMBER - LINCOLN - OUTSIDE A	11-4220-410-000	201.25
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	96-00	SEPTEMBER - LINCOLN - LTD PO	10-2262000-000	477.46
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	10-2262000-000	2,538.04
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	21-2262000-000	280.98
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	23-2262000-000	16.88
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	45-2262000-000	16.46
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	46-2262000-000	36.04
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	47-2262000-000	31.96
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	70-2262000-000	52.18
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	97-00	SEPTEMBER - LINCOLN - LTD	72-2262000-000	94.62
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	61-06	SEPTEMBER - LINCOLN - EMP ADJS	11-4220-410-000	175.93
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	61-06	SEPTEMBER - LINCOLN - 2 PARTY & F	11-4220-410-000	1,495.35
43	LINCOLN NATIONAL LIFE	92622104	09/18/2022	61-06	SEPTEMBER - LINCOLN - 2 PARTY & F	11-4220-410-000	1,950.69
Total 43:							8,279.77
47							
47	SOUTH TOWNE GYM	33849	09/18/2022	67-00	KEERA GRITTS MEMBERSHIP CHANG	10-2255000-000	93.75
47	SOUTH TOWNE GYM	33849	09/18/2022	67-00	KEERA GRITTS MEMBERSHIP CHANG	10-4212-130-000	93.75
Total 47:							187.50
99							
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	10-2254000-000	7,947.32
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	17-2254000-000	56.42
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	21-2254000-000	1,756.52
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	23-2254000-000	426.97
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	30-2254000-000	1.57
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	47-2254000-000	237.02
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	45-2254000-000	84.04
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	46-2254000-000	344.98
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	70-2254000-000	268.96
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	72-2254000-000	518.50
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	75-2254000-000	275.79
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	76-2254000-000	218.46
99	UTAH LOCAL GOVERNM	33852	09/18/2022	99-00	SEPTEMBER - WORKERS COMP (EMR	20-2254000-000	53.76
Total 99:							12,190.31
6107							
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	10-2247000-000	2,323.84
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	17-2247000-000	15.02
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	21-2247000-000	749.92
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	23-2247000-000	100.92
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	45-2247000-000	49.32
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	46-2247000-000	19.56
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	47-2247000-000	46.12
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	70-2247000-000	44.48
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	72-2247000-000	119.88
6107	ALLSTATE BENEFITS	92622101	09/18/2022	61-07	SEPTEMBER - ALLSTATE - EMP W/H	11-3441-000-000	10.76
Total 6107:							3,479.82
6108							
6108	THE STANDARD INSURA	92622106	09/18/2022	61-08	SEPTEMBER - STANDARD - EMP W/H	10-2248000-000	626.45
6108	THE STANDARD INSURA	92622106	09/18/2022	61-08	SEPTEMBER - STANDARD - EMP W/H	21-2248000-000	100.92
6108	THE STANDARD INSURA	92622106	09/18/2022	61-08	SEPTEMBER - STANDARD - EMP W/H	45-2248000-000	19.14

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
6108	THE STANDARD INSURA	92622106	09/18/2022	61-08	SEPTEMBER - STANDARD - EMP W/H	46-2248000-000	53.86
6108	THE STANDARD INSURA	92622106	09/18/2022	61-08	SEPTEMBER - STANDARD - EMP W/H	47-2248000-000	10.00
6108	THE STANDARD INSURA	92622106	09/18/2022	61-08	SEPTEMBER - STANDARD - EMP W/H	72-2248000-000	10.00
Total 6108:							820.37
6109							
6109	GLOBE LIFE LIBERTY NA	92622103	09/18/2022	61-09	SEPTEMBER - GLOBE LIFE LIB. NAT'L	10-2249000-000	12.28
6109	GLOBE LIFE LIBERTY NA	92622103	09/18/2022	61-09	SEPTEMBER - GLOBE LIFE LIB. NAT'L	21-2249000-000	25.56
6109	GLOBE LIFE LIBERTY NA	92622103	09/18/2022	61-09	SEPTEMBER - GLOBE LIFE LIB. NAT'L	46-2249000-000	71.20
Total 6109:							109.04
6501							
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	10-2266000-000	372.06
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	17-2266000-000	2.30
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	21-2266000-000	68.76
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	23-2266000-000	26.74
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	25-2266000-000	3.82
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	45-2266000-000	3.82
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	46-2266000-000	7.64
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	47-2266000-000	11.46
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	70-2266000-000	11.46
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	72-2266000-000	30.56
6501	BLOMQUIST HALE CONS	33850	09/18/2022	65-01	BLOMQUIST - SEPTEMBER - (EMR)	76-2266000-000	3.82
Total 6501:							542.44
Grand Totals:							514,541.25

Report Criteria:
Paid transmittals included

DATE: 9/27/22
CHECK NUMBERS: 33845-33852
TRANSMITTAL NUMBERS: 92622101-92622108
AMOUNTS OF NOTE: Cigna ~~$~~ 250,407.44
COUNTY AUDITOR: _____
COMMISSION MEMBER: _____
COMMISSION MEMBER: _____

$36,699.58
$477,841.67

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

Total ACTIVE TRANSPORTATION & TRAILS:				
	7	.00	.00	4,768.28
Total AIRPORT:				
	7	.00	.00	10,592.02
Total ASSESSOR:				
	5	.00	.00	8,114.31
Total ATTORNEY:				
	7	.00	.00	15,281.86
Total BUILDING INSPECTOR:				
	3	.00	.00	5,740.11
Total CEMETARY DISTRICT:				
	4	.00	.00	4,867.70
Total CHILD JUST CTR:				
	1	.00	.00	1,941.48
Total CLERK/AUDITOR:				
	5	.00	.00	7,989.38
Total COUNTY ADMINISTRATOR:				
	4	.00	.00	12,388.79
Total COUNTY COUNCIL:				
	7	.00	.00	7,822.38
Total COURTHOUSE:				
	5	.00	.00	7,012.29
Total FAMILY SUPPORT CENTE:				
	4	.00	.00	4,699.38
Total INFORMATION TECHNOLOGY:				
	2	.00	.00	4,269.74
Total JAIL:				
	19	.00	.00	35,108.43
Total JUSTICE COURT:				
	5	.00	.00	8,169.27
Total LIBRARY:				
	16	.00	.00	18,271.87
Total MOAB MOSQUITO DISTRI:				
	5	.00	.00	5,685.95
Total MOAB PROMOTION:				
	8	.00	.00	13,390.86
Total PERSONNEL SERVICES:				
	2	.00	.00	3,612.46
Total PLANNING & ZONING:				
	10	.00	.00	11,728.21
Total RECORDER:				
	3	.00	.00	5,642.85
Total ROADS - CLASS B:				
	19	.00	.00	32,792.19
Total SANDFLATS RECREATION:				
	8	.00	.00	9,532.70
Total SEARCH & RESCUE:				
	18	.00	.00	6,139.96
Total SENIOR CITIZENS:				
	7	.00	.00	9,872.58
Total SHERIFF:				
	20	.00	.00	46,112.80
Total SPANISH TRAIL ARENA:				
	6	.00	.00	9,908.35
Total SURVEYOR:				
	1	.00	.00	770.07
Total TREASURER:				
	2	.00	.00	4,515.21

Total WEED CONTROL:

2	.00	.00	3,170.06

Grand Totals:

212	.00	.00	319,911.54

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

DATE: 9/27/22
CHECK NUMBERS: 33838 - 33839
TRANSMITTAL NUMBERS: 92322101 - 92322311
AMOUNTS OF NOTE: _____
COUNTY AUDITOR: _____
COMMISSION MEMBER: _____
COMMISSION MEMBER: _____

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
20 September 2022

The Grand County Commission met in a regular meeting on September 20th, 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, Commission Vice-Chair Mary McGann, and Commissioners Trisha Hedin, Evan Clapper, Kevin Walker and Josie Kovash. Commissioner Sarah Stock entered the meeting in-person at 3:16 p.m. Also attending in-person were Commission Administrator Mallory Nassau, Associate Commission Administrator Quinn Hall, Strategic Development Director Chris Baird, Clerk/Auditor Gabriel Woytek and Grand County Attorney Christina Sloan.

2:30 p.m. Special Events Workshop (1:20)

Commission Administrator Nassau outlined the current special event approval process. Feedback received indicating that the Commission should see prospective events in the earliest 'intent to apply' stage. Nassau described the flaws with the current process and identified key areas for change and improvement. Presentation of goals behind the contemplated changes, which include deadlines, intent to apply content, Commission review guidelines and new special event coordinator position. Overview of updated application submittal deadlines and proposed quarterly Commission review deadlines. Discussion centered around the possibility of review periods as long as 12 months for events wishing to advertise farther ahead of time. Discussion on how to handle low impact events that could be approved by the Special Events Committee.

Ashley Korenblat, owner of Western Spirit Cycling and an event organizer, expressed support for an updated intent to apply process starting 6-9 months in advance of the event, provisions for repeat events, special considerations for locally-run events, suggested establishing a 'decision tree' to streamline process and identify any triggers for specific regulation needs and clarify the nature of a given event, the idea of contingent approval of events which would be subject to the presentation of the necessary follow-up documents and permits. Korenblat expressed concern with the delineation of 'low' and 'high' impact events, relayed concern within the Chamber of Commerce regarding how the County is handling the special event permitting process. Expressed willingness to be continually involved in fine tuning the process.

Review and discussion regarding updated intent to apply form. Straw poll taken to confirm consensus support for a quarterly review process. Straw poll taken to confirm consensus support for verbiage defining community benefit. Discussion of upcoming implementation calendar, transition period for implementing new policy, and how to approach leniency or strictness with either new or recurring events.

Steve Getz asked how the County would implement new process prior to their approval, as well as the establishment of deadlines for staff and committee review. Discussion regarding how to streamline the role of the Special Events Approval Committee. Straw Poll taken to confirm consensus regarding allowing leniency of 3 months advance for special events applying during the inaugural first quarter of implementation.

Commissioner Walker discussed the need to analyze historic trends, impacts, and assessments of the events calendar, and balancing large events in the appropriate manner. Straw Poll taken to confirm consensus support for the use of historical precedents and models in other communities in forming an ideal event calendar for the community.

4:00 Thompson Springs Special Service Fire District (see separate Agenda and Minutes)

4:09 Call to Order Regular Commission Meeting (1:38:20)

Pledge of Allegiance

Citizens to Be Heard (none at this time) (1:39:20)
Melissa Stocks thanked the Commission and Grand County, as she recently completed an MBA program and was awarded a Master's degree, with support from the County's education reimbursement employee benefit.

Resident Janie Walker requested guidance on housing a tenant on her property that was affected by the flood. The commission directed her to speak with the Grand County Building Department in order to effectively address her questions.

Presentations

Housing Authority of Southeastern Utah (Ben Riley, Executive Director) (1:45:10)
Ben Riley presented the HASU biannual report, as shown in the packet, including updates regarding financials, housing voucher program, High Density Housing Overlay administration, CROWN (rent-to-own) & Virginian Apartments, Cinema Court, MAPS Senior Living, and Wingate Village, Mutual Self-Help Program and Skyline Arch at Arroyo Crossing.

Moab Community Resource Center Overview and Updates (Pamela Akini, AmeriCorps VISTA Volunteer at the Moab Free Health Clinic, Kate Jagla, Doug Caylor, and Danette Johnson of the Moab Free Health Clinic, Orion Rogers and Bradon Bradford of the Southeastern Utah Health Department) (1:56:30)
Pamela Akini announced that by January 1st the first units in the Resource Center facility will be open. Kate Jagla offered an overview of the services and role of the Moab Free Health Clinic. Akini described how the MFHC collaborations will increase with the establishment of the new Community Resource Center, and introductions of entities to be involved. Facility will be split into public service and environmental sections. Map of new building uses by the Moab Free Health Clinic was presented, as shown in the packet.

Department Reports

Grand County Information Technology Department (Matt Ceniceros, IT Director) (2:06:50)
Ceniceros presented a department overview, as shown in the packet. Commissioner McGann asked about continued cybersecurity awareness training for staff and elected. Commissioner Walker asked about what would happen were ransomware were to infect the county network, Ceniceros described the backup system in place.

Personnel Services Department (Renee Baker, Personnel Services Director) (2:18:45)
Baker presented a department overview. Employee Handbook update is in the pipeline. Presentation of roles and process undertaken by Personnel Services, including payroll and benefit administration, risk management and workplace safety, 2021 human resources metrics, current projects and goals, current open positions in County Departments.

Ratification of Payment of Bills

Motion by Commissioner Walker to approve and ratify payment of bills in the amount of $677,515.28 and payroll in the amount of $315,069.10 for a combined total of $992,584.38.

Motion Seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 7-0

Commission Member Disclosures (none at this time)

Chair Hadler disclosed that in reference to the business associated with Item K (Ride Moab CUP), he holds affiliation with a separate business that is a competitor in regards to e-bike rentals

General Commission Reports and Future Considerations (2:29:45)

Jacques Hadler
- Motorized Trail Committee and Trail Mix meetings, both contained discussion regarding Gemini Bridges/Labyrinth Rims Travel Management Plan
- Economic Development Department strategic visioning session
- Star Business Grant Award Committee meeting

Trisha Hedin
- Grand County Conservation District meeting
- OSTA advisory council, roof damage, possible new playground and archery range
- Regional Unified Economic Development meeting
- Grand County Local Homeless Council, 59 homeless, 122 seeking services, need for transitional homeless shelter
- Flood Grant Award meetings
- GWSSA meeting, 11 feet of silt deposited into Ken's Lake – response could be to build up dam rather than dredge, Ken's Lake level at 1,725-acre feet (231% increase from 2021, soil moisture is 32% and year-to-date precipitation 30.6 inches at 9500 feet)

Sarah Stock
- Council on Aging meeting, voted to nominate new board applicant, discussion regarding flooding and runoff into private property, discussion regarding desired County support for public promotion for events and programs at the Grand Center
- Moab Mosquito Abatement District meeting (no quorum), aedes egypti mosquito now in control stage not eradication, district reassessing its approach to this control
- Community Renewable Energy Program, election of low-income plan presentations will come to Commission this year, along with a resolution to be presented and voted on for continued support

Kevin Walker
- Budget Advisory Board Meeting
- Meeting with BLM, upcoming environmental assessments on lithium and helium, potential mine closures, range trespass case in Yellowcat area, Sand Flats area cleanup efforts associated with National Public Lands Day, event at the Moab Information Center on Friday 9/23

Mary McGann

DRAFT

- Canyonlands Solid Waste Authority meeting, hiring of new director imminent, new office structure in place
- Economic Development Department strategic visioning session
- Travel Council Advisory Board meeting
- Department of Energy Environmental Management and Legacy Management meeting with regards to next phase of future UMTRA site uses, efforts for congress to deed over the land upon project completion
- Meeting with Stephen Lisonbee with regards to increased funding from Governor's Office for infrastructure at Arroyo Crossing
- Budget Advisory Board meeting
- Wednesday 9/21 is International Peace Day, presentation from the Rotary Club scheduled at 11:45am in front of the County Courthouse

Evan Clapper
- Canyonlands Health Care Special Service District, review of financials, Tawny Knutson-Boyd to serve as new chair, new board members being interviewed
- Cemetery District meeting, new software to be acquired for mapping purposes and remote access to cemetery record, some flooding damage but no insurance claim to be submitted
- Arches Special Service District meeting cancelled
- EMS board discussion regarding Emergency Manager role, wishes to be involved in hiring process, Castle Valley wishes to have an ambulance, lower priority than airport or Thompson
- Attended trail building event hosted by Grand County Active Trails and Transportation on National Public Lands Day

Josie Kovash
- Housing Authority of Southeastern Utah meeting

Elected Official Reports

Grand County Clerk/Auditor Gabriel Woytek
- Budget Advisory Board Meetings
- Ballot proofs finalized this week for general election
- Single Audit slated for completion this week or next

Commission Administrator Report (none at this time)

Approval of Minutes (Gabriel Woytek, Clerk/Auditor) (2:50:30)

September 6th, 2022 (Regular County Commission Meeting)

Motion by Commissioner to approve the minutes from September 6th, 2022.

Motion Seconded by Commissioner

Discussion (none at this time)

Motion Passes 7-0

Public Hearings (2:51:22)

Public Hearing and Possible Action on an Amendment to the 2022 Transient Room Tax Budgets

DRAFT

Presentation (Budget Officer and Strategic Development Director Chris Baird)

Baird discussed the need for the proposed budget amendments, as shown in packet. Examination of statute regarding fund balance limitations reveals increased capacity of Grand County to hold surplus Transient Room Tax funds in reserve than previously thought. This does not change staff's recommendation to pass the contemplated amendment which would allow increased expenditure of reserves. Line-by-line overview given of proposed amendments to both revenues and expenses. $530,604 recommended to be drawn from the General Fund to cover for reduced TRT revenues, which likely will not actually be drawn given that the approved budget typically comes in 400k-800k in the black because the County is never fully staffed, but budgets as if it were.

Granath offered a summary of the proposed amendment to increase expenditures for establishing and promoting tourism on a direct marketing campaign, as well as another increase for the STAR grant program out of the economic diversification reserve. Chair Hadler expressed strong support for the STAR grant program. Commissioner Walker stated that he believes the amendments and associated amounts have been well explained and are uncontroversial.

Chair Hadler opened the Public Hearing as presented at 5:41 p.m., to remain open until 5pm on Wednesday, September 28th.

Motion by Commissioner Walker to suspend policy pertaining to public hearings and vote on the proposed budget amendments.

Motion seconded by Commissioner Hedin

Discussion
Chair Hadler referenced previous robust discussion already taken place regarding the proposed adjustments. Commissioner Clapper discussed hesitance to suspend rules but agreed that this process has been transparent and well-explained. Baird discussed the main impetus for the suspension of rules. Commissioner Stock asked how this budget for tourism promotion compares with previous highs, Baird explained that it is still much lower than previous levels, but is in line with historical averages. Commissioner Kovash stressed that using 2021as a benchmark comparison in analyzing TRT projections and overall growth trends is not appropriate, as it is an outlier.

Motion passes 6-1, Clapper opposed

Motion by Commissioner McGann to approve the resolution amending the 2022 Grand County Budget

Motion seconded by Commissioner Clapper

Discussion
Commissioner Stock disclosed that her sister has applied for an Economic Development STAR grant that is funded by Transient Room Tax dollars, but that she holds no financial interest in the company and would derive no personal benefit from the potential grant award.

Motion passes 7-0

General Business - Action Items, Discussion and Consideration of:

DRAFT

A. Approving Special Events Coordinator Job Description and Pay Grade (Personnel Services Director Renee Baker, Old Spanish Trail Arena Director Angie Book) (3:19:10)

Presentation
Staff presented the proposed position, to be housed at OSTA, as shown in the packet. Clarification given that the position will cater to Grand County events as a whole and not just OSTA events.

Motion by Commissioner Clapper to approve the Special Events Coordinator job description and grade placement at grade 9 on the 2022 Grand County grade and step chart and authorize recruitment and hiring effective 9/21/2022.

Motion Seconded by Commissioner Walker

Discussion
Chair Hadler expressed support and described benefits the position will give to event holders in the county.

Motion passes 7-0

B. Eproval Special Event Permitting Software (Mallory Nassau, Commission Administrator) (3:23:38)

Presentation
Staff described features associated with the software that would be of benefit to the county and event sponsors, including a grants module that can be used in dispensing economic diversification funds.

Motion by Commissioner Walker to approve the purchase of Eproval special event permitting, management, and tracking software platform.

Motion Seconded by Commissioner McGann

Discussion
Commissioner Hedin highlighted the ideal timing of this action with updated policy and new coordinator position.

Motion passes 7-0

C. Adopting Ordinance Repealing and Replacing Chapter 8.16 (Special Events) of the Grand County General Ordinances and Related Ordinance No. 658 (Mallory Nassau, Commission Administrator) (3:25:40)

Presentation (none at this time)

Motion by Commissioner McGann to postpone repeal Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 658 and adopt new Chapter 8.16 (Special Events), as set forth in the attached Ordinance and its Exhibit A.

Motion Seconded by Commissioner Hedin

Discussion (none at this time)

DRAFT

Motion passes 7-0

D. Second Amendment to The Independent Contractor Agreement Between Grand County and Love Communications (August Granath, Economic Development Director) (3:27:05)

Presentation
Granath presented the options for amendment, as shown in the packet. Clarification offered that this fly-market campaign is distinct from the campaign through the Utah Office of Tourism Cooperative Marketing program. Granath expressed that promotion to drive markets is more likely to generate a more immediate influx of visitation, whereas fly market campaigns seek to build a longer-range market with higher spending visitors. The business community has requested an effort oriented towards more immediate visitation. Commissioner McGann expressed preference for the drive market and illustrated the immediate need to help local business.

Motion by Commissioner McGann to approve the Second Amendment to the Independent Contractor Agreement between Grand County and Love Communications for the purposes of authorizing a drive market campaign with a budget of $459,000, thereby increasing the media buy spending limit to $759,000.

Motion Seconded by Commissioner Kovash

Discussion
Commissioner Clapper requested a summary of the defined drive markets. A rep from Love gave this definition, as outlined in the packet. Commissioner Hadler reiterated the need to generate an immediate influx of visitors to help local businesses. Commissioner Walker expressed favor to the fly-market promotion, in the interest of remaining focused on longer term goals for visitation, and not in an effort to keep up with unsustainable growth trend displayed in 2021, and stated that causes for slower business could be a result of a variety of factors that aren't necessarily resolved through increased visitation, tax revenue trends are in line with trends of 2012-19 and don't reflect the need for a dramatic shift in strategy, and fly market emphasis represents a better compromise in staying true to big picture goals while still spending on promotion. Commissioner McGann stressed that businesses are struggling, and that this has been displayed in boards and districts that she sits on. Commissioner Kovash agreed that a short-term injection is warranted at this time due to recent dramatic changes in the reality of doing business. Commissioner Walker expressed hope that the Commission can be involved in the process of crafting these promotional campaigns, and expressed a desire to be able to have oversight and confirmation that they reflect the appropriate form of messaging.

Motion to amend by Commissioner Walker, changing the original motion from 'drive market' to 'fly market'

Motion seconded by Stock

Discussion
Stock agreed with the approach of supporting long-term marketing goals.

Motion passes 5-2, McGann and Hadler opposed

Discussion
Commissioner reiterated that there is not a dramatic difference between the two options.

Motion passes 6-1, McGann opposed

Citizens to be Heard (none at this time)

Commissioner Clapper requested moving items I, J, and L forward, no objections were made.

I. Utah Cooperative Marketing Program – Round 2022 (Economic Development Director August Granath) (3:51:10)

Presentation
Staff described the program process, as shown in the packet.

Motion by Commissioner Stock to approve the Cooperative Marketing Program 2022 grant award of $225,000 and enter into a Memorandum of Understanding with the Utah Office of Tourism.

Motion seconded by Commissioner McGann

Discussion (none at this time)

Motion passes 7-0

J. Moab Housing Fair (Series) Grant (Ben Alter, Economic Development Specialist) (3:52:45)

Presentation
Staff presented the proposed project with Laura Harris from the Housing Authority of Southeastern Utah, as shown in the packet. This allocation is the final 2022 disbursement of the Rural County Grant Program Part A.

Motion by Commissioner McGann to approve and award the Housing Authority of Southeastern Utah (HASU) a $12,000 grant for the purposes of developing a Moab Housing Fair event series.

Motion seconded by Commissioner Hedin

Discussion
Kovash expressed support for the project and stressed the importance of the public engagement aspect of the effort.

Motion passes 7-0

L. Approving Voluntary Appointment to the Travel Council Advisory Board (Economic Development Director August Granath) (3:56:40)

Presentation
Staff offered a correction on the term expiration.

Motion by Commissioner Stock to approve the appointment of Brian Hunnings to serve on the Travel Council Advisory Board with term expiring 12/31/2025.

Motion seconded by Commissioner McGann

Discussion

DRAFT

Commissioner Walker expressed support for the nomination and was impressed by their interview.

Motion passes 7-0

E. Adopting Proposed Resolution Allocating Health Care Facilities Sales and Use Tax Revenues Received During Calendar Year 2023 To Eligible Entities (Budget Officer and Strategic Development Director Chris Baird) (3:58:20)

Presentation
Staff presented the already agreed upon shift in the healthcare sales tax allocation split as agreed upon by its recipient districts, and will result in about a $90,000 shift towards Emergency Medical Services. Some PILT would continue to be allocated to CHCSSD.

Motion by Commissioner Clapper to adopt the resolution allocating healthcare facilities sales and use tax revenues received during calendar year 2023.

Motion Seconded by Commissioner Stock

Discussion
Commissioner Walker requested clarification on the timing of this action. Staff explained that these decisions have to be made at this juncture so that the respective districts can form their own budgets for the following year. Commissioner Walker stressed that recipients of HC Sales tax should remain focused on discussions and reach out to the County for support in expanding this tax collection to the statutory maximum of 1%.

Motion passes 7-0

F. Approving Allocations of Transient Room Tax Funds for Calendar Year 2023 (Budget Officer and Strategic Development Director Chris Baird) (4:04:07)

Presentation
Staff described the allocations, including one change pertaining to the Recreation Special Service District. Allocation to Solid Waste is from the impact mitigation side of TRT.

Motion by Commissioner McGann to direct the Budget Advisory Board to draft for inclusion in the 2023 Tentative Budget allocations as follows from transient room tax: $400,000 to the Grand County Solid Waste Special Service District and $137,000 to the Grand County Recreation Special Service District.

Seconded by Commissioner Hedin

Discussion
Commissioner Stock expressed dismay with respect to the order of operations. Staff confirmed that the allocation is in competition with film commission or trail ambassador programs, but discussed need of this injection of money for the Recreation District's lean operating budget, especially for youth sports programming. Commissioner Walker expressed general support, however discussed the need to closely scrutinize $400,000 to solid waste because it is not fungible and should be viewed as general fund monies. Solid waste is also able to earn revenue through landfill fees, and its contract with the city for disposal services.

Motion passes 7-0

G. Selecting Secure Rural Schools Election and Approving Allocations (Budget Officer and Strategic Development Director Chris Baird) (4:10:15)

Presentation
2013 was the last time GC had the option to elect how to distribute these funds. Title III option has many useful allocation opportunities but too onerous from an administrative perspective. Overall amount of funds relatively small which favors to the simplicity of Title I.

Motion by Commissioner McGann to send the attached letter to the Utah Department of Government Operations indicating that Grand County elects to use 100% of the Secure Rural Schools allocation for Title I uses, and to allocate 50% of the funding to the Grand Count School District and 50% to the Grand County Transportation District.

Motion seconded by Commissioner Walker

Discussion
Commissioner Walker verified the overall amount of funds under consideration which is a 50/50 split of $28,000.

Motion passes 7-0

H. Adopting Proposed Resolution Allocating Mineral Lease Funds and State PILT Allocated to Grand County by the State of Utah During Calendar Year 2023 to Eligible Special Service Districts and/or to the School District. (Budget Officer and Strategic Development Director Chris Baird) (4:13:55)

Presentation
Staff described the mechanisms behind PILT funding. State PILT has increased, which is reflected in the projections, while Mineral Lease monies are largely the same. Percentage splits unchanged from 2021. Discussion regarding the potential cause for small increases in state PILT funds, which could possibly be due to expansion of SITLA owned land.

Motion by Commissioner Walker to adopt the resolution allocating Mineral Lease and State PILT funds to eligible districts as per the resolution.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 7-0

K. Ride Moab Conditional Use Permit (Non-ATV) (Planning and Zoning Director Elissa Martin) (4:18:10)

Presentation

DRAFT

Staff presented the application, as shown in the packet. The applicants offered clarification regarding their business model, including trailering of non-street legal motorcycles. 90% of fleet would be trailered. No washing or mechanical maintenance will be performed in the proposed area. Proprietors have been operating tours since 2017. No plans for doing e-bike tours, only rentals. Attorney Sloan clarified that the neighboring property is commercially owned. Commissioner Hedin expressed concern about adding to neighborhood impacts beyond typical highway noise. Commissioner McGann expressed support for the applicants' efforts and hard work in starting a new business, and clarified that this action was an administrative decision.

Motion by Commissioner McGann to adopt the Findings of Fact from the Staff Report dated August 22nd, 2022 and approve the Ride Moab Industry's Outfitter guide service and facility Conditional Use Permit for Grand County Parcel No. 02-0SWE-0009 as illustrated on the Site Plan dated August 2nd, 2022, with the following conditions in order to mitigate reasonably anticipated detrimental effects of the proposed use and to ensure compliance with pending updates to the Land Use Code related to mitigating noise pollution: 1) Permittee/Owner agrees to comply with the Commercial Use Standards set forth for Outfitters and Guide Services (or similar category) in LUC Section 3.2.3, as amended through December 31, 2022; 2) CUP review is required each year for compliance, on the anniversary of approval, per LUC Section 9.10; and 3) A dedicated ingress/egress along Jackson street shall be required. However, upon completion of spring 2023 drainage work in the right-of-way, the Permittee/Owner or property owner shall discuss with the Grand County Roads Supervisor a permanent solution to block the portion of Jackson Street frontage that creates a hazard.

Motion seconded by Commissioner Clapper

Discussion
Commissioner Clapper expressed a preference for having a business operating out of a commercial zone rather than a home garage, highlighted the annual review requirement in ensuring reasonable impacts. Commissioner Walker shared the concern with regards to neighborhood impacts, and pointed out that motorcycles can be equally disruptive to UTVs, highlighted that the business owners agree to comply with any noise mitigation measures that will accompany Land Use Code update, as well as commitment to trailering. Applicant clarified that maintenance occurs at home garage. Commissioner Kovash spoke to the respectful and responsible tone of the business owners which is distinct from many motorized businesses which don't appear as dedicated to the efforts of being good neighbors and good citizens.

Motion passes 7-0

M. Appointing Members to the Budget Advisory Board (Budget Officer and Strategic Development Director Chris Baird) (4:43:10)

Presentation
Staff presented nominations as shown in the packet.

Motion by Commissioner Stock to appoint Renee Baker and Shalee Bryant to the Budget Advisory Board with terms ending December 31, 2023.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 7-0

N. Appointment Of David Conde to the Grand County Cemetery Board (Commissioner Clapper) (4:44:15)

Presentation (none at this time)

Motion by Commissioner McGann to approve the appointment of David Condie to serve on the Grand County Cemetery Maintenance District Board, with term expiring 12/31/2022.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0, Clapper absent

Consent Agenda – Action Items (4:45:10)

O. Ratify the Letter of Support for the International Day of Peace
P. Ratify The Letter of Support for City of Moab
Q. Ratify Co-Op Law Enforcement Annual Operating & Financial Plan - Grand County the USDA Forest Service
R. Approving Consulting Services Agreement for Expert Witness Services with Dr. David L. Corwin, MD
S. Agreement Between Grand County and The Utah Department of Natural Resources, Division of Wildlife Resources, Under Watershed Restoration Initiative Project #5903 Colorado River 6.0
T. Annual Southeast Utah Association of Local Governments (SEUALG) Contract Agreement/ SEUALG Contract Ombudsman

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

Public Hearing to Consider an Ordinance to Amend Article 4, Special Purpose Overlay Districts to Establish an "Alternative Dwelling Overlay District" Pilot Program (Planning and Zoning Director Elissa Martin) (4:46:40)

Staff presented the proposed ordinance and its process to date, as described in the packet. 40 public comments received thus far.

Commissioner McGann proposed a workshop between the County Commission and the County Planning Commission to further examine the ordinance. Commissioner Hedin agreed that it is an important and complex piece of legislation that is deserving of further discussion before adoption.

Chair Hadler opened the Public Hearing as presented at 7:28 p.m., which is to remain open until 5 p.m. on Wednesday, September 28th.

DRAFT

County resident Steve Getz requested clarification as to whether septic systems would be allowable. Staff explained that initial drafts included the allowance of septic and wells, but were omitted in the current draft.

County resident Bill Winfield stated that a true pilot program would be 25-50 units rather than 300, which could have an outsize negative impact. Most recent draft includes 150 for the pilot. This number was derived from waiting list for affordable rental units and local homeless population figures. Commissioner Hedin added that Grand Water and Sewer Service Association (GWSSA) currently double charges illegal units not currently in compliance, which is somewhere between 30-40 for these illegal hookups.

Commissioner Stock questioned whether the current ordinance was a path for existing users to come into compliance rather than a way for someone to actually develop a campark.

County resident Kya Marienfeld spoke in support of the proposed ordinance which would have a marked impact on the housing crisis in the short term, and spoke to the need for low-cost low-barrier-to-entry housing for newcomers who become essential members of the community, expressed that County staff have been thorough in drafting an ordinance that seeks to avoid unintended consequences, and expressed that there should be urgency applied to the consideration of the ordinance.

County resident Steve Getz suggested that Dana Van Horn of GWSSA be present at the proposed upcoming workshop. Specter of impact fees would possibly create more housing insecurity for folks who would rather choose to discontinue existing non-compliant uses than pay the fees.

County resident Andy Savarese spoke with concern to the proposed density of 4 units on a half-acre and their potential impact on existing neighborhoods.

County resident and manager of Navtec expeditions Brian Martinez spoke for the need to house 26 guides on company property, spoke to county policy banning camping which ended up targeting this property.

Commissioner Kovash sought clarification on the total hookups that would be available if a bathhouse or communal kitchen would count towards the overall number of permitted water and sewer hookups.

Commissioner Walker sought clarification on the intended uses of the ordinance, particularly on whether it targets compliance for current illegal uses or development of new permitted camparks.

Staff spoke to the intentions of the proposed ordinance in offering a variety of housing alternatives in order to meet the current demand, primarily through the establishment of long-term residential camparks.

Commissioner Hedin spoke to the trouble with potential affordability issues when owners choose to charge unaffordable rental rates. Staff clarified that the units could only be occupied by the local workforce, which would serve as a natural limitation on rent costs.

Commissioner Stock sought clarification on building standards and requirements for proposed dwellings.

Commissioner Walker expressed agreement and support for the notion that inexpensive options are important and desirable for many in the community, but is sympathetic to residents who want to see the County approach density increases in a holistic and manageable way. Other topics to discuss: yurts, clarification on dwelling site limits, ½ acre minimum lot size, potentially unnecessary requirements surrounding communal kitchens.

Commissioner Hedin expressed that incentivization of ADUs could be viewed as a desirable alternative or complement to the solutions proposed in this ordinance.

DRAFT

Chair Hadler clarified that the public hearing is to remain open for comment until 4 p.m. on October 4th.

Closed Session(s)

Motion by Commissioner McGann to enter closed session for the discussion of pending or reasonably imminent litigation, and for the discussion of the character, professional competence, or physical or mental health of an individual.

Motion seconded by Commissioner Hedin

Discussion (none at this time)

Motion passes 6-0, Stock absent

Chair Hadler adjourned meeting at 9:07 p.m.

DRAFT

_____
Jacques Hadler
Chair, Grand County Commission

_____
Gabriel Woytek
Grand County Clerk/Auditor

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4, 2022

Agenda Item:

TITLE:	Presentation and Discussion on Community Renewable Energy Program
FISCAL IMPACT:	None
PRESENTER(S):	Sarah Stock

Prepared By:

SARAH STOCK

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

No suggested motion, simply a presentation and quick discussion on the low income plan aspect of the program

BACKGROUND:

See slides

ATTACHMENT(S):

- Slides
- Memo

Community Renewable Energy Program Updates

Sep 2022

Agenda

- Purpose: provide an update and basis for discussion
- Review: What is the Community Renewable Energy Program?
  - Goal
  - Participating communties
  - Agency overview
  - How we envision meeting the goal
- Where are we in the process?
- Review three required Program elements
  - Utility Agreement
  - Draft model ordinance (to be included in informational transmittal)
  - Low-income plan – programmatic approaches (to be included in transmittal)

Goal of the Program

- Acquire “net-100%” renewable electricity for participating communities by 2030.
  - “net-100%” means the amount of electricity participants use every year will be matched by the same amount of renewable energy delivered to the Rocky Mountain Power system.
- Envision meeting this goal through a combination of the renewable energy we already pay for as RMP customers and new Program-assigned resources

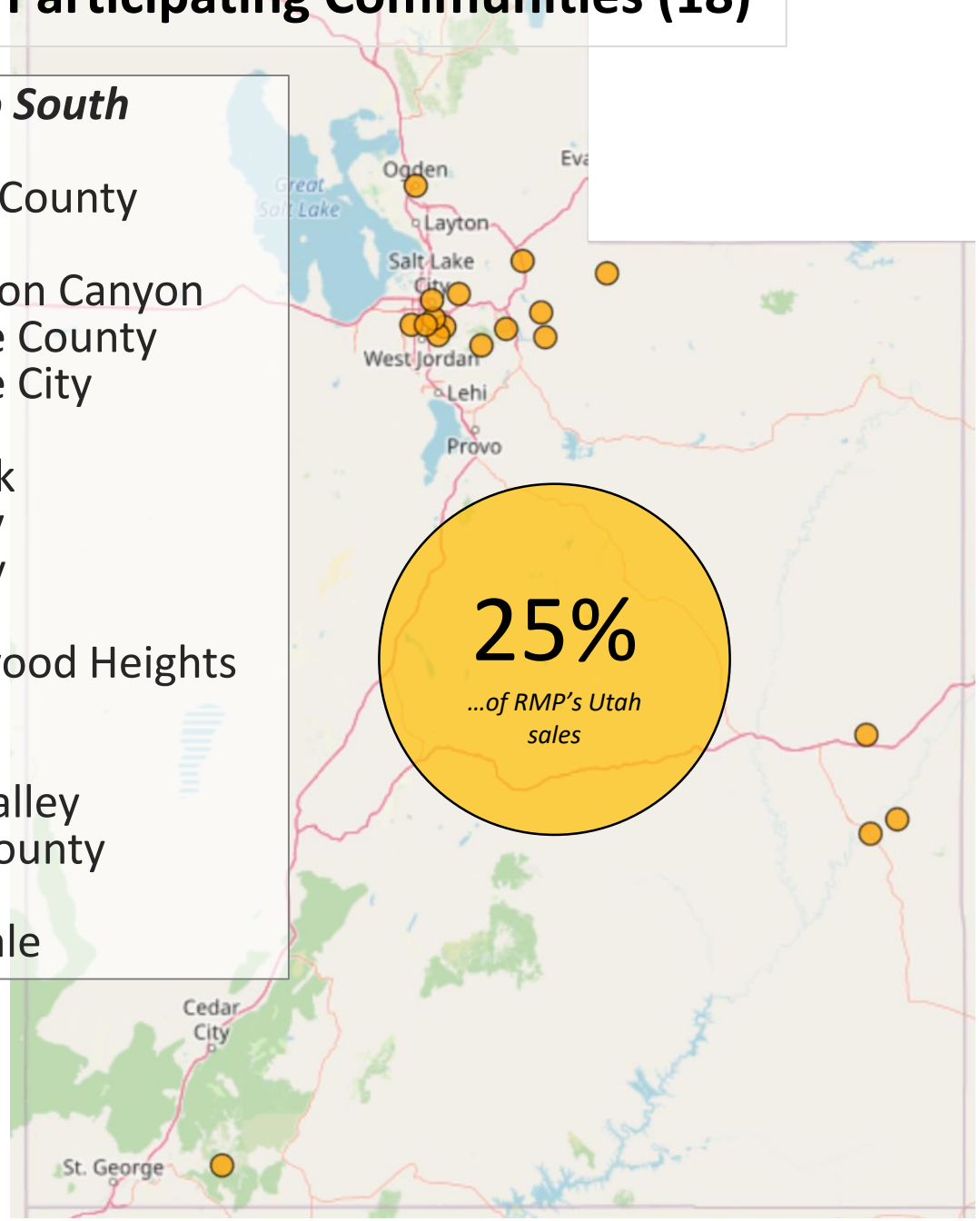
UTAH 100

Agency Participation Status

Class	Electric Sales (Million MW-hours)
Residential	1.9
Commercial	3.2
Industrial	1.2
Other	.037
TOTAL	**6.3 Million**

Participating Communities (18)

North to South
Ogden
Summit County
Coalville
Emigration Canyon
Salt Lake County
Salt Lake City
Oakley
Millcreek
Holladay
Park City
Kearns
Cottonwood Heights
Francis
Alta
Castle Valley
Grand County
Moab
Springdale



Community Renewable Energy Agency Structure

Community Renewable Energy Agency

- Interlocal Government Body
- 18 communities joined
- Outside counsel & energy consultants

Board of Directors

- 2 board members per community
- Monthly Meetings
- Officers:
  - Chair: Dan Dugan, Salt Lake City
  - Vice Chair: Angela Choberka, Ogden
  - Treasurer: Jeff Silvestrini, Millcreek
  - Secretary: Emily Quinton, Summit County

Program Design Committee

Springdale, Ogden, Summit County, Park City, Millcreek, Holladay, Salt Lake City

- Coordinate and negotiate with RMP, other state agencies
- Bring recommendations to board regarding program design, utility agreement, key program design decisions

Low-Income Plan Committee

Ogden, Cottonwood Heights, Park City, Kearns, Summit County, Salt Lake City, Castle Valley

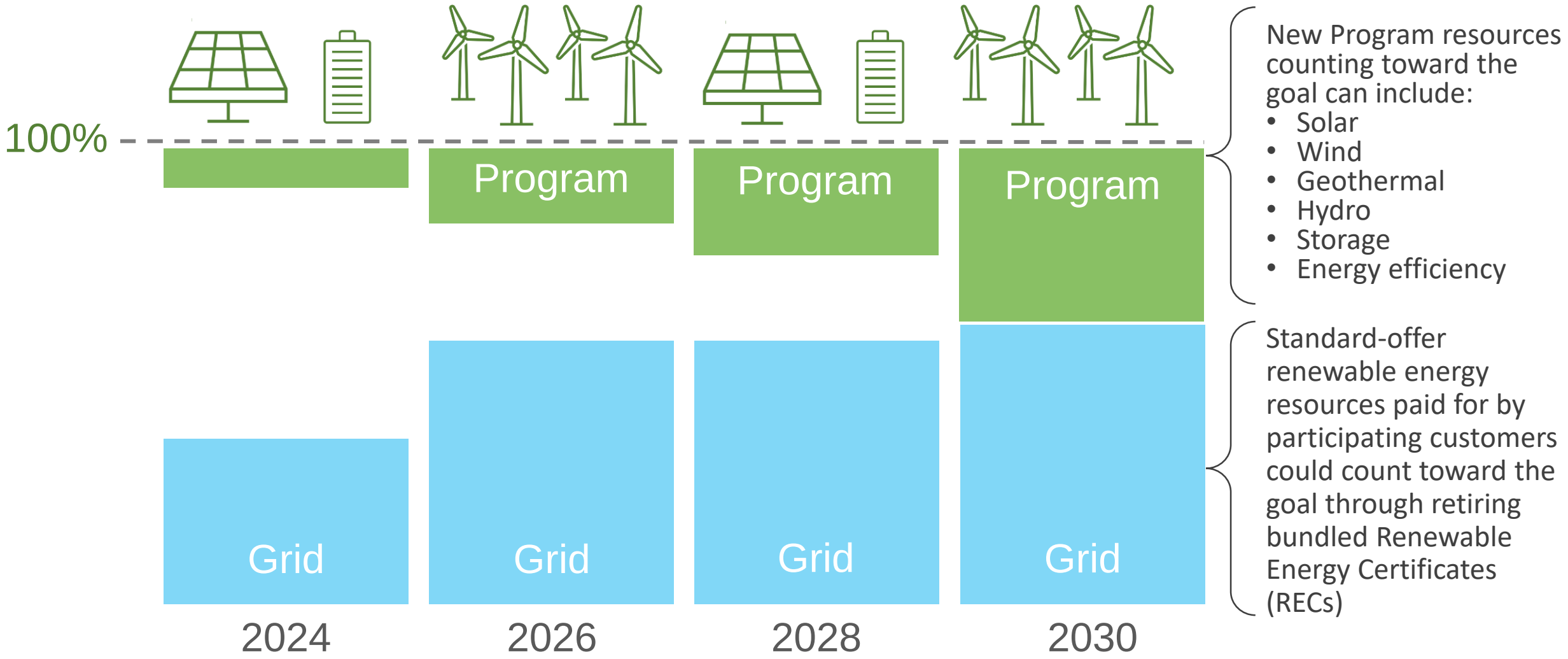
- Research, study, consult with community members to develop options for communities to adopt in their required low-income plans
- Support program design committee with recommendations around low-income components

Communications Committee

Alta, Moab, Cottonwood Heights, Holladay, Salt Lake City

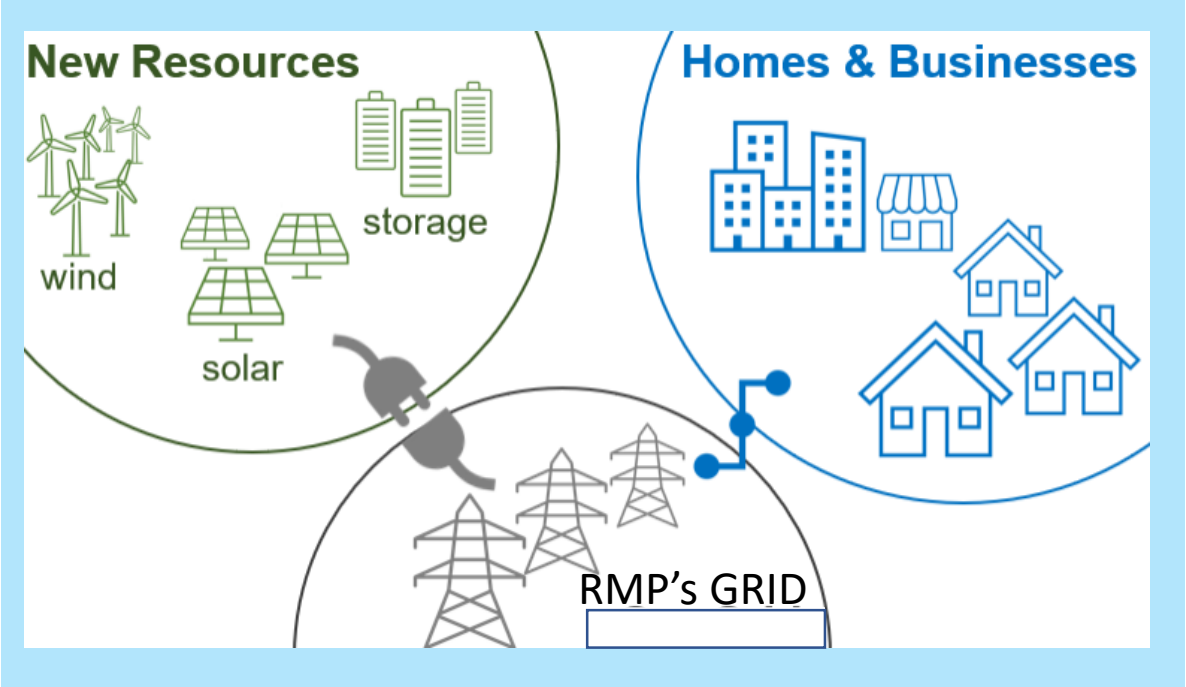
- Manages website, supports Board with communications assets, develops press releases
- Will be critical to support communities with outreach & education before and during program launch

Achieving net-100% renewable electricity goal by 2030



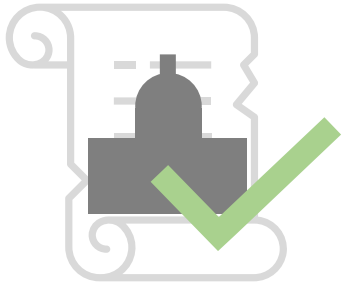
How will the program work?

Once the program is approved by the Utah Public Service Commission and ready to launch, the Community Renewable Energy Agency will review resource bids and vote to acquire new renewable energy resources that will interconnect with Rocky Mountain Power's system



Community Renewable Energy Program Implementation Timeline (simplified)

Enabling Legislation and Rules



State legislature and Utah PSC

Establishes requirements and roles – <u>one program</u>

Addresses
-required qualifying resolution
-required governance agreement
-required utility agreement
-required program application, etc.

Adopt Resolution



Each community adopts

Establishes eligibility for Program, as required by law

Sign Governance Agreement



All communities sign

Maintains eligibility for Program, as required by law

Addresses
-voting procedures
-implementation costs

Sign Utility Agreement

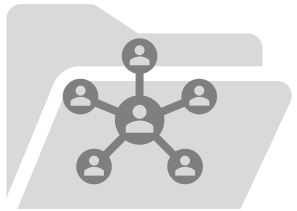


All communities sign with utility

Maintains eligibility for Program, as required by law

Addresses
-payment for state agency consultants
-payment for required noticing
-termination fees
-replaced assets

Submit Program Application



Agency approves and utility submits

Maintains eligibility for Program, as required by law

Addresses
-low-income plans
-projected rates
-solicitation process
-noticing
-model ordinance
-governance agreement
-utility agreement

Receive Approval from Utah PSC



Program is approved

Commission order may require changes to program rates, materials, etc.

90-day window for ordinance adoption begins

Adopt Ordinance



Each community adopts

Finalizes community participation in approved program

Must be approved within 90 days of Utah PSC approval

Explains that rates are determined by PSC

Utility Agreement (targeting November / December)

- All communities sign this agreement with Rocky Mountain Power, as required by state law; it must address:
  - Community agrees to **cover cost of third-party expertise** for Utah agencies (this is covered by Agency budget, not to exceed $200k)
  - Community agrees to **pay for customer noticing** (each community reimburses RMP for cost to print and mail two notices to each customer within the jurisdiction)
  - Termination fees, including how **unpaid termination** fees will be handled. The draft indicates that unpaid termination fees will be handled as a Program expense, not a direct expense to local governments
  - Are there any **initially proposed replaced assets**? The draft indicates that there will not be any initially proposed replaced assets
    - The replaced assets concept would basically allow the participating communities to pay off our Program's proportionate share of a coal or gas plant faster than all other customers (increasing the program rate)
    - Could propose replaced assets in the future

Draft Model Ordinance (finalized by December)

- What is it required to do? Unique ordinance
  - Finalize a community's participation in the Program
  - Must be consistent with a separate document called the Utility Agreement
- The rest is informational
  - Explains how an eligible customer will interact with the Program (enrollment after an opt out period, exiting later may require a termination fee, etc.)
  - Explains that Program rates are determined and may be adjusted by the Utah Public Service Commission (PSC)
  - Note: blanks will be filled in after the Program is approved by the Utah PSC
- When must the ordinance be adopted?
  - Within 90 days of Program approval by the Utah PSC
  - The proposed "model ordinance" must be included in the Program Application, so major changes will not be allowed

Draft Model Ordinance – what do we need from Commission?

- Please review draft model ordinance
- Are there any major omissions? (customizations that apply to only one community cannot be included in the model ordinance)
- Comments will be accepted through **October 14**
- The draft model ordinance will be finalized by a Board vote in December and included in the Program Application (to be submitted in ~December by RMP)
- Reminder: placeholders will be updated after Utah PSC approval and the ordinance must be adopted **within 90 days** of that approval, as required by state law

Background: Low-income Plan

HB 411 requires that a each community submit a plan for low-income assistance in the Program application to the Public Service Commission.

The Low-Income Plan Committee was formed to assist with this requirement.

The Committee decided to focus on creating a *Low-Income Plan Template* that each community can fill out in order to create their own plan.

Low-Income Plan Template will include:

Programmatic strategies
Outreach strategies
Elective strategies

Low-Income Plan
4 Programmatic Approaches for consideration

- **Automatic opt-out:** for customers receiving monthly low-income assistance payments on RMP bills or 60 days behind on payment at start of program (opt-in is free and can be done at any time)
- **Termination fee waiver:** for customers receiving monthly low-income assistance payments (otherwise the termination fee may be ~$30)
- **Enhanced monthly bill credit:** for low-income customers who opt-in to the Program (designed to, on average, offset the extra cost of the Program; funded by other participating customers)
- **Donation program:** offered to participating customers to help fund enhanced monthly bill credit

- These programmatic approaches would be in addition to structured outreach effort to partner organizations who serve low- or fixed-income community members

Low-income plan – what do we need from Commission

- Please review the proposed approaches, included in the memo
- Comments may be received through **October 14**
- The programmatic approaches to low-income assistance will be finalized by a Board vote in **December** and included in the Program Application (to be submitted in ~December by RMP)
- In the coming months, the low-income plan working group will reach out with the template to help guide us through outreach strategy and elective strategies. We can add elective strategies up until December.

TO: Governing Bodies (Councils & Commissions) of Participating Utah 100 Communities

FROM: Christopher Thomas, Alternate Board member for Salt Lake City

Samantha DeSeelhorst, Alternate Board member for Cottonwood Heights

SUBJECT: Community Renewable Energy Program update – September 2022

CONTACTS: Send questions / feedback to your community's Board members (find them here)

DOCUMENT TYPE: Information Item

RECOMMENDATION: No required action

BUDGET IMPACT: None currently

BACKGROUND / DISCUSSION:

The Utah Community Renewable Energy Program – Background and Status

The Utah Community Renewable Energy Program (also called the "Utah 100 Program") was enabled by the Utah legislature's passage of House Bill 411 - the Utah Community Renewable Energy Act (the "Act") in 2019.

The goal of the program is to collectively acquire renewable energy to serve participating Utah communities so that by 2030, the amount of electricity used by participating customers annually will be matched by an equivalent amount of renewable energy delivered to the Rocky Mountain Power (RMP) grid annually. (Note: this annual matching between consumption and energy supply is also called "net-100%.")

Please see the completed (green) and remaining (white) steps below with the highlighted items indicating the focus of this written briefing:

Item	Impact	Decision-Making Bodies	Status
HB 411 Utah Community Renewable Energy Act. Link to HB 411	Enabling legislation	Utah State Legislature	Done (2019)
Rules Governing Community Renewable Energy Act. Link to Administrative Rules	Lays out parameters communities and RMP must follow to create program	Utah Public Service Commission (PSC)	Done (2019)
Qualifying Resolution – net-100% renewable electricity by 2030	23 community became eligible to participate (as required by law)	Participating community	Done (Dec 2019)
Governance Agreement	18 communities maintained eligibility to participate and agreed to certain payments and voting procedures	Participating communities	Done (July 2021)
Deadline for eligible communities to join an interlocal cooperative undertaking called the Community Renewable Energy Agency	No new communities permitted to join	Participating communities	Done (July 2022)
Utility Agreement -Payment for State-hired third-party expertise (covered by Agency budget) -Payment for required noticing -Termination fees policy -Any initially proposed replaced asset	Communities maintain eligibility by signing agreement with RMP as required by law	Signed by all participating communities & Signed by Rocky Mountain Power	Being developed Anticipated completion - Dec 2022

Item	Impact	Decision-Making Bodies	Status
Program Application -Eligible community names, maps, customers, loads -Proposed ordinance language -Projected Program rates (costs & benefits) -Process for periodic rate adjustments -Proposed tariff changes to implement the program -Utility Agreement -Governance Agreement -Community plans addressing low-income assistance -Proposed solicitation process for resources -Proposed opt-out notice form (and other materials) -Projected implementation date -Explanation for how non-program customers and the utility are not subject to program costs	RMP files program application on behalf of the eligible communities with the Utah Public Service Commission as required by law	Proposal Development: Community Renewable Energy Agency & Rocky Mountain Power (submitter) Program Approval: Utah PSC	Being developed Anticipated submission - Dec 2022 Anticipated approval – mid-2023
Ordinance to Finalize Participation	Eligible communities decide whether to finalize their participation in the Program as required by law	Participating communities	Anticipated mid-2023
First new renewable energy resource acquisition	Participating communities vote on whether to acquire energy from one or more renewable energy resources	Community Renewable Energy Agency vote	Anticipated 2023
Program commences after statutorily required opt-out notices	RMP customers in participating communities will be enrolled in new renewable energy billing arrangement as approved by the Utah PSC, with an option to opt-out, cancel, or exit the Program	Community Renewable Energy Agency & Rocky Mountain Power (mails notices)	Anticipated 2024
Additional renewable energy resources acquired to meet Program goal	Participating communities vote on whether to acquire the energy from additional renewable energy resources	Community Renewable Energy Agency	Anticipated 2024 - 2030

Since the formation of the Community Renewable Energy Agency in July of 2021, the Board continues to meet monthly, with each of the three subcommittees (Communications, Low-Income Plan, Program Design) meeting more frequently throughout each month to drive progress towards the final Program Application. The work of the Board and the subcommittees is supported by outside legal counsel and energy consultants. Members of the Program Design and Low-Income Plan Committees have engaged key stakeholders over the past several months with hopes of setting the Agency up for success once the Program Application is submitted. Stakeholders include several members of the Rocky Mountain Power / PacifiCorp team, staff from the Utah Office of Consumer Services and Division of Public Utilities, organizations that implement existing low-income utility assistance programs, and more.

For additional background information on the vision of the Utah 100 Program, the formation and governance of the Community Renewable Energy Agency, and the work of the Agency's three subcommittees, a Board Orientation and Update meeting was held on June 29, 2022. A recording of the meeting is available on YouTube and slides are available on the Utah Public Notice site.

The Community Renewable Energy Agency wishes to give the governing bodies for the 18 participating communities a brief update on the yellow-highlighted items above:

- Proposed ordinance language
- Community plans addressing low-income assistance

Governing bodies should expect a future briefing on the Utility Agreement.

Proposed model ordinance language - About

The Community Renewable Energy Act puts the choice of whether to participate in a net-100% renewable electricity program in the hands of municipal and county governing councils and commissions. It does this by requiring interested communities to:

1. adopt a qualifying resolution to become eligible for such a Program (completed in 2019), and
2. adopt an ordinance to finalize participation in a Commission-approved Program (required within 90 days after the Utah Public Service Commission approves the Program Application)

While the ordinance is not up for adoption until after Public Service Commission approval, as noted above, a draft "model ordinance" is required to be included in the Program Application. To streamline the eventual ordinance adoption process, the Program Design Committee, the Agency' outside counsel, and several participating communities' staff attorneys have developed, for your review, a draft proposed model ordinance (See: Exhibit A – Draft Model Ordinance).

The draft model ordinance seeks to accomplish the following:

- Establish a community's participation in the Program, as approved by the Utah Public Service Commission
- Describes how eligible customers will interact with the Program, including:
    - the date on which the Program will commence
    - that eligible customers shall be enrolled in the Program after having had the opportunity to opt out, including by having been sent two required opt-out notices
    - that renewable energy resources may be acquired to meet a community's net-100% renewable electricity goal and that recovering the cost of such acquisitions will affect Program rates
    - that Program rates are set by and may be adjusted by the Utah Public Service Commission
    - that participating customers' Rocky Mountain Power electric bills will identify Program costs and provide notice of any Program rate changes
    - that eligible customers who are not participating in the Program may later decide to opt-in
    - that participating customers who do not opt-out by the commencement date may later exit the Program
    - the possibility that customers who exit may be required to pay a termination fee, except that for some types of customers, that fee will be waived
- Refers to elements of a separate agreement that is still being negotiated, called the Utility Agreement, as follows:

- the community agrees to cover its proportional cost of third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services (note: this cost is already covered in a participating community's Phase 1 and Phase 2 payments to the Community Renewable Energy Agency)
- the community agrees to pay its proportional costs associated with Rocky Mountain Power providing required notices to customers within its boundaries (note: this cost will be covered by each individual community and will be calculated as the cost of each notice multiplied by the number of customers within each jurisdiction)
- the community agrees that any unpaid Program termination charges not paid by exiting customers will be handled as a Program cost and not a cost to participating local governments
- the community agrees that there shall be no initially proposed "replaced asset" (note: identifying a "replaced asset" at the Program's outset would be expected to increase participating customer rates; the Agency would still reserve the right to propose assets later on)

This draft model ordinance seeks to provide clarity to customers on how they can expect to interact with the Program while emphasizing that important Program elements such as rates and termination fees are regulated by the Utah PSC.

Draft model ordinance - About

The model ordinance must be included in the Program Application submitted by Rocky Mountain Power to the Utah Public Service Commission for approval. Because the ordinance adopted by each participating community must be substantially similar to the model ordinance, suggested changes to the draft model ordinance must pertain to all types of participating communities. Other types of requested changes that pertain only to specific communities, or requested changes that conflict with each other, cannot be accepted.

Should the Commission approve the Program Application, each named community will have 90 days from the approval date to adopt an ordinance that is substantially similar to the model ordinance to finalize its participation in the Program. The goal in sharing the draft model ordinance with governing bodies now is to help minimize the time required to create a final ordinance once the 90 day approval clock starts, so that those 90 days can be focused on the public input process.

When it comes time to decide whether to adopt the required ordinance, governing bodies will have the benefit of being able to consider the entire Program as approved by the Utah PSC; this will include projected Program rates, approved termination fees, etc.

Community plans addressing low-income assistance - About

As indicated in the table above, the Program Application must include one low-income plan from each community who wishes to participate in the Program. Specifically, the Rules Governing the Community Renewable Energy Program require the Program application to include "a description of the plan proposed by each eligible community addressing low-income programs and assistance." To assist with this requirement, the Community Renewable Energy Agency created a Low-Income Plan Committee to, among other things, "research and compile a list of outreach practices, eligibility criteria, policy measures, or other ideas designed to protect low-income customers," and "formulate a list of recommended low-income plan elements." With this mandate, the Low-Income Plan Committee began its work by learning about existing utility low-income assistance programs, and explored available data on energy burden in participating communities, or, the amount of income households are spending on energy costs. With this background, the Low-Income Plan Committee has developed several recommended low-income plan elements that are being shared with Board

members in the coming weeks. In this memo, the focus is on one category of strategies: Programmatic Approaches, which are intended to be incorporated into the overall program design.

Programmatic approaches to low-income assistance - About

This Committee is currently exploring the following four programmatic approaches to low-income assistance (further described below), all of which can stand alone or be combined with each other, and which would supplement existing low-income assistance programs offered through Rocky Mountain Power:

1. Automatic opt-out
2. Termination fee waiver
3. Enhanced monthly bill credit
4. Online donation function

The Community Renewable Energy Agency Board will eventually vote on which of these recommended programmatic approaches to include in the overall program design. The purpose of sharing the following approaches in this memo is to keep the governing bodies of participating communities aware of the low-income planning conversation to date.

Automatic opt-out

In the event the Program is more expensive than standard offer electricity rates, customers in participating communities who meet either of the following criteria would be subject to an **automatic opt-out** from the Program (with the option to opt-in to the Program, if desired, at no additional cost):

- residential customers already enrolled in the low-income assistance program known as "Schedule 3 – Low Income Lifeline Program – Residential Service" which provides up to a $13.95 monthly bill credit for eligible customers
- residential customers who are 60 days or more behind on payments to Rocky Mountain Power in the 60 days leading up to the Program Implementation date

Which income limited households could be helped by this approach? Some income limited households face a daily struggle to meet their basic food and health needs. Such households may be unable to devote the time and attention required to proactively opt-out of the Program during the opt-out or cancellation periods. If the Program is more expensive than standard offer electricity rates, these households would then be subject to Program expenses they might not be able to afford. The **automatic opt-out** would protect such households from incurring any Program related expenses.

Which income limited households might be adversely impacted by this approach? Some income limited households who want to support renewable energy by participating in the Program may feel stigmatized or inconvenienced by having to take an extra step to join the Program compared to higher income households.

Termination fee waiver

For customers who do not opt-out of the Program or exit during the first three Program billing cycles, the administrative rules governing the Program say there may be a termination fee required to exit the Program. The Program Design Committee is currently engaged in negotiations with Rocky Mountain Power and others regarding all program design elements, including termination fees, and plans to make recommendations regarding all of these topics to the Board for its consideration in November or December.

Should the Program implement a termination fee required for residential customers, the **termination fee waiver** approach would waive the normally applicable termination fee for Program participants who are receiving monthly bill assistance through "Schedule 3 – Low Income Lifeline Program."

Which income limited households could be helped by this approach?

Some households may join the Program and later encounter financial struggles – for example, if an adult in the household loses a job or the household experiences unexpected expenses from an accident or illness. Such households may then find themselves extremely income limited and may decide they cannot afford to participate in the Program (if more expensive than standard-fer service), nor can they afford to pay a termination fee to exit the Program. If such a household qualifies for and enrolls in the "Schedule 3 – Low Income Lifeline Program" then the termination fee waiver would allow this household to exit the Program without paying a termination fee.

Enhanced monthly bill credit

Currently, customers who are eligible for and enroll in "Schedule 3 – Low Income Lifeline Program" receive up to a $13.95 monthly credit on their Rocky Mountain Power bill. Under the **enhanced monthly bill credit** approach, Program participants who are enrolled in Schedule 3 would receive an additional monthly bill credit designed to cover the average expected cost to participate in the Program. For example, if the average residential Program bill impact was anticipated to be $3 per month, then the enhanced monthly bill credit could be set at $3 with the goal that, on average, a residential customer enrolled in Schedule 3 would not see any bill increase due to participating in the Program.

Which income limited households could be helped by this approach?

Some income limited households may desire to support renewable energy through participating in this Program, but should Program rates be determined as higher than standard offer electricity rates, they may be unable to join the Program. An enhanced monthly bill credit, designed to offset the average Program rate impact, may allow more Utahans to participate in this renewable energy initiative, who otherwise would not have been able to.

Per standard practice, this additional monthly bill credit would be available only to Program participants who meet the income eligibility requirements of "Schedule 3 - Low Income Lifeline Program", and would paid for by a small rider added on non-low-income Program participants' bills, likely within the $0.16-$0.32 per bill range.

Which income limited households would not be helped by this approach?

Some income limited households experience higher-than-average monthly electricity bills resulting from various factors. For example, a household living in an older single-family detached home that is not well-insulated could experience extremely high electricity consumption in the summer months due to air conditioning. For these households, the Program rate impact during those months could be much higher than the average program rate impact of, for example, $3 per month.

Program Donation Facilitation

On a twice- annually basis, Rocky Mountain Power facilitates donations from customers via mailed donation forms. The donations received through these efforts contribute toward the Lend a Hand program, an initiative that provides energy assistance to individuals facing utility bill hardships. For every $1 donated by customers through this program, Rocky Mountain Power matches $2.

The **Program donation facilitation** strategy would similarly allow Program participants to make donations via Rocky Mountain Power to support the **enhanced monthly bill credit** effort for low-income Program participants.

These four approaches have been discussed with Rocky Mountain Power, the Utah Office of Consumer Services, the Utah Division of Public Utilities, and several community organizations who implement existing low-income assistance programs to identify potential roadblocks or red flags. No specific action is requested regarding these strategies at this time. They are outlined with the intention to merely update community governing bodies on the low-income engagement strategies being contemplated by the Board, with board members ultimately voting on which strategies to adopt.

Summary and Next Steps

The Community Renewable Energy Agency and Rocky Mountain Power are working towards submitting the Program Application to the Public Service Commission by the end of 2022. Among the many elements to the Program Application, the draft model ordinance must be included. Because this ordinance will be contemplated by each participating community 90 days after a successful PSC ruling, the Agency intends for this memo to provide participating community governing bodies and municipal attorneys the opportunity to become familiar with the draft model ordinance. In addition, the Agency hopes this memo will provide members of participating community governing bodies with an update on the overall program development process, as well as the strategies being contemplated to build low-income support into the design of the Program.

Another key document is currently being developed and finalized for review by participating community governing bodies: the Utility Agreement. In the coming weeks, the Agency will provide another memo with a request for governing bodies to review the Utility Agreement.

Exhibit A - Draft Model Ordinance

[COMMUNITY]
ORDINANCE NO. _____

AN ORDINANCE OF [COMMUNITY] ENACTING TITLE ___, CHAPTER ___ TO THE [COMMUNITY] CODE, COMMUNITY RENEWABLE ENERGY PROGRAM

Preamble

WHEREAS, in 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. §§ 54-17-901 to -909, and is known as the "Community Renewable Energy Act" ("Act"); and

WHEREAS, the Act authorizes the Utah Public Service Commission ("Commission") to to establish a community renewable energy program ("Program") whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from renewable energy resources, in an amount that equals their annual consumption; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county ("Community") in which the customer resides satisfies certain requirements, including:

(a) the Community must adopt a resolution no later than December 31, 2019, that states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030; and

(b) the Community must enter into an agreement with a qualified utility ("Utility Agreement"):

(i) stipulating to the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community's customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(c) the Community must, within ninety (90) days after the date of the Commission's order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and

(ii) is consistent with the terms of the Utility Agreement; and

(d) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 ("Rules"); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement ("Governance Agreement") with other eligible Communities to establish a decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, consistent with the requirements of the Act, on [DATE], [COMMUNITY] adopted Resolution No _____, which states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for [NAME OF COMMUNITY's] participating customers from a renewable energy resource by 2030; and

WHEREAS, consistent with the requirements of the Rule, [COMMUNITY] entered into a Governance Agreement with other eligible Communities, thereby becoming a member of the Community Renewable Energy Agency ("Agency"), which is authorized to make certain joint decisions on behalf of Communities that participate in the Program; and

WHEREAS, consistent with the requirements of the Act, [COMMUNITY] entered into a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, effective as of [DATE], which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on [DATE] PacifiCorp filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. [_____] to consider the application;

WHEREAS, consistent with the requirements of the Act, on [DATE] the Commission issued an order in Docket No. [_____] ("Commission Order") approving the Program; and

WHEREAS, as contemplated in the Act, the governing body desires to adopt this ordinance that satisfies the requirement of the Act; and

WHEREAS, the [COMMUNITY]'s governing body desires to take actions which it has determined promotes the health, safety and welfare of the [COMMUNITY]'s residents; and

WHEREAS, [COMMUNITY COUNCIL/COMMISSION] has determined that adoption of this ordinance will enhance the economic well-being of the [COMMUNITY] and its residents through prudent management of the [COMMUNITY]'s financial resources; and

WHEREAS, [COMMUNITY COUNCIL/COMMISSION] has determined that adoption of this ordinance will help address concerns related to poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the [COMMUNITY COUNCIL/COMMISSION] finds that energy sources utilized by and within [COMMUNITY] therefore can impact public health, safety and welfare; and

WHEREAS, recent advances in energy technology have made renewable energy more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to [COMMUNITY] and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, [COMMUNITY] and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, [include description of Participating Community's prior sustainability actions]; and

WHEREAS, [COMMUNITY COUNCIL/COMMISSION] believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, [COMMUNITY COUNCIL/COMMISSION] met in regular session on [_____], 2022 to, among other things, consider establishing renewable energy goals for [COMMUNITY]; and

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE BODY OF [COMMUNITY] AS FOLLOWS:

Section 1. Adoption. [COMMUNITY] Code, Title___, Chapter __, Community Renewable Energy Program, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the [COMMUNITY CLERK/RECORDER] (the "Community Renewable Energy Program Ordinance").

Section 2. **Savings Clause.** In the event one or more of the provisions of this Community Renewable Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Renewable Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. Effective Date. This Community Renewable Energy Program Ordinance shall take effect upon publication by [COMMUNITY] in a newspaper of general circulation in [COMMUNITY], Utah.

APPROVED, ADOPTED, AND PASSED and ordered published by the [COMMUNITY COUNCIL/COMMISSION], this __ day of _____, 2022.

ATTEST:

_____
Name: _____
[COMMUNITY CLERK/RECORDER]

[COMMUNITY COUNCIL/COMMISSION]

_____
Name: _____
[COUNCIL/COMMISSION CHAIR]

VOTING OF [COUNCIL/COMMISSION]

_____	___
_____	___
_____	___
_____	___
_____	___

APPROVED AS TO FORM:

_____
Name: _____
[CITY/COUNTY ATTORNEY]

EXHIBIT A

TITLE ___

CHAPTER ___

COMMUNITY RENEWABLE ENERGY PROGRAM

SECTION 1. [COMMUNITY'S] PARTICIPATION IN COMMUNITY RENEWABLE ENERGY PROGRAM

1.1 [COMMUNITY] hereby establishes its participation in the Community Renewable Energy Program ("Program") as approved by the Public Service Commission of Utah ("Commission").

1.2 On [DATE], the Commission issued an order in Docket No. [_____] ("Commission Order") approving the Program. The Commission Order is on file with the Commission. The Program's rates, rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission order or rule or order adopted by the Commission shall govern.

1.3 ELIGIBLE CUSTOMERS. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of [COMMUNITY], including all residential, commercial, and industrial customers, are eligible to participate in the Program ("Eligible Customer").

1.4 COMMENCEMENT DATE. The Program shall commence effective [DATE] ("Program Commencement Date"). Eligible Customers shall be enrolled in the Program if they receive the Notices identified in Section 2, below, and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Commission Order, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer ("Customer Commencement Date"), as set forth below.

1.4.1 For each Eligible Customer that continuously remains an Eligible Customer within [COMMUNITY] for at least 60 days prior to and through the Program Commencement Date, the Customer Commencement Date shall be the same as the Program Commencement Date.

1.4.2 For electric customers that become Eligible Customers within [COMMUNITY] after the Program Commencement Date (e.g., when a customer becomes a retail electric customer of Rocky Mountain Power

within the boundaries of [COMMUNITY] after the Program Commencement Date), the Customer Commencement Date shall be [_____] days after the customer becomes an Eligible Customer within [COMMUNITY].

SECTION 2. CUSTOMER PARTICIPATION IN COMMUNITY RENEWABLE ENERGY PROGRAM.

2.1 Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program prior to the customer's Customer Commencement Date.

2.2 NOTICES. As set forth in the Act and the Commission Order, before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer notices (collectively, the "Notices") containing content and in the form, manner, and delivery method as required by the Act and Commission Order and other orders and rules adopted by the Commission.

2.3. OPT-OUT. Each Eligible Customer may elect not to participate in the Program and to continue to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

2.3.1 FIRST OPT-OUT NOTICE. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within [COMMUNITY], no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2.3.2 SECOND OPT-OUT NOTICE. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within [COMMUNITY], at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

2.3.3 Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

2.4 CUSTOMER OPTION TO OPT IN TO PROGRAM. An Eligible Customer located within [COMMUNITY] that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably

practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements, including exit notices and termination fees.

2.5 CUSTOMER OPTION TO EXIT PROGRAM. Customers that do not opt out of the Program by the Customer Commencement Date, or who opt in to the Program, may subsequently exit the Program by taking the steps described in the Commission Order.

SECTION 3. TERMINATION FEES

3.1 If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

3.2 When applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer, is set forth in the Commission Order, and may be modified from time to time by subsequent orders of the Commission.

3.3 CIRCUMSTANCES IN WHICH TERMINATION FEE SHALL NOT APPLY: A Termination Fee shall not apply in the following circumstances:

3.3.1 Any customer that ceases to be an electric customer of Rocky Mountain Power;

3.3.2 Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;

3.3.3 Any customer that seeks protection through bankruptcy proceedings;

3.3.4 _____.

SECTION 4. ACQUISITION OF RENEWABLE ENERGY RESOURCES

4.1 For purposes of this section, "renewable energy resource" shall have the definition set forth in Utah Code § 54-17-902(14).

4.2 Rocky Mountain Power may adopt or procure one or more renewable energy resources to serve the needs and goals of the Program. The acquisition of any such renewable energy resource must follow solicitation application and evaluation criteria developed by Rocky Mountain Power and the Community Renewable Energy Agency, of which [COMMUNITY] is a member, and approved by the Commission.

4.3 Any renewable energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.

4.3 The Commission shall determine the method of cost recovery for any renewable energy resource acquired to meet Program needs and goals, and the Commission's determination regarding cost recovery may affect Program rates.

SECTION 5. PROGRAM RATES AND RATE ADJUSTMENT FILINGS

5.1 Program rates will be determined by the Commission.

5.2 The initial Program rates were determined by the Commission in the Commission Order.

5.3 Program rates may be adjusted by the Commission from time to time, consistent with the procedures set forth in the Commission Order for adjusting Program rates.

SECTION 6. UTILITY BILLING FOR PARTICIPATING CUSTOMERS

6.1 Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:

6.1.1 include information in its monthly bills to participating customers identifying the Program cost; and

6.1.2 provide notice to participating customers of any change in rates for participation in the Program.

SECTION 7. [COMMUNITY] PARTICIPATION IN PROGRAM

7.1 [COMMUNITY] is, itself, a retail electric customer of Rocky Mountain Power and is an Eligible Customer and shall elect to participate in the Program.

7.2 Through its membership in the Community Renewable Energy Agency, [COMMUNITY] participated in the design and approval of the Program and shall participate in future decisions regarding renewable energy resource solicitation, renewable energy resource acquisition, and certain other Program issues.

7.3 Consistent with Utah Code § 54-17-903(2)(c), [COMMUNITY] entered into an agreement with Rocky Mountain Power regarding the facilitation of the Program ("Utility Agreement"). Pursuant to the Utility Agreement, [COMMUNITY] agreed as follows:

7.3.1 [COMMUNITY] agreed to pay its proportional costs of third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services for assistance with activities associated with initial approval of the Program. [COMMUNITY'S] portion of these costs was determined based on a formula set by the Community Renewable Energy Agency;

7.3.2 [COMMUNITY] agreed to pay its proportional costs associated with Rocky Mountain Power providing the Notices to the [COMMUNITY'S] customers as discussed in Section 2, above;

7.3.3 [COMMUNITY] agreed that any termination charges that are not paid by a participating customer shall be included in participating customer rates and shall not be paid by [COMMUNITY];

7.3.4 [COMMUNITY] agreed that there shall be no initially proposed "replaced asset" as that term is defined by Utah Code § 54-17-902(15).

7.4 [COMMUNITY] shall not be obligated to pay any costs of the Program other than those costs that [COMMUNITY] has agreed to pay as set forth in the Utility Agreement and any costs that [COMMUNITY] will bear as an Eligible Customer that participates in the Program.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
OCTOBER 4, 2022

TITLE:	**Establishing the Grand County Criminal Justice Coordinating Council and Adopting Title 7 of the Grand County Code (Criminal Justice Coordinating Council)**
FISCAL IMPACT:	N/A
PRESENTER(S):	Christina Sloan, Grand County Attorney

Prepared By:

Christina Sloan
Grand County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete
September 27, 2022

RECOMMENDED MOTION:

I moved to adopt the proposed Ordinance establishing the Grand County Criminal Justice Coordinating Council and adopting Title 7 of the Grand County Code

[and move to appoint _____ to serve as the County Commissioner serving on the Council].

BACKGROUND

The County is mandated by law to create a Criminal Justice Coordinating Council by January 1, 2023. See recitals in the proposed Ordinance for background.

The Utah Association of Counties has a grant from the Utah Commission on Criminal and Juvenile Justice to assist our local councils in meeting and developing our plan.

ATTACHMENT(S):

1. Proposed Ordinance

GRAND COUNTY, UTAH
ORDINANCE NO. ____ (2022)

ESTABLISHING THE GRAND COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL AND ADOPTING TITLE 7 OF THE GRAND COUNTY CODE (CRIMINAL JUSTICE COORDINATING COUNCIL)

WHEREAS, Grand County is dedicated to continually reviewing and making improvements to the criminal justice system within the County; and

WHEREAS, in pursuit of such improvement Grand County, specifically the Grand County Attorney's Office, the Grand County Sheriff's Office, the Grand County Justice Court, and the Moab District Court, has established the Grand County Drug Court, the Rural Domestic Violence Pilot Compliance Program, the Grand-SJC Children's Justice Center, the Grand County Family Support Center, and the Grand County 24/7 Sobriety Program, among other improvements; and

WHEREAS, to foster additional collaboration and communication regarding criminal justice system improvements, the Utah Legislature - under SB 179 (2022) and as codified at Utah Code §§ 17-55-101 *et seq*. - has mandated the creation of a Criminal Justice Coordinating Council to to coordinate and improve components of the criminal justice system in the County; and

WHEREAS, the Grand County Commission now desires to create the Grand County Criminal Justice Coordinating Council as set forth herein.

NOW THEREFORE, THE GRAND COUNTY COMMISSION, AS THE LEGISLATIVE BODY OF GRAND COUNTY, ORDAINS AS FOLLOWS:

1. The Grand County Criminal Justice Coordinating Council is hereby established pursuant to Utah Code §§ 17-55-101 *et seq.*; and
2. Title 7 of the Grand County Code titled "Criminal Justice Coordinating Council" is enacted to read as follows: see ***Exhibit A***.

This Ordinance shall be deposited in the County Clerk's Office, and shall take effect fifteen (15) days after the date signed below.

The County Commission Administrator is directed to publish a short summary of this Ordinance with the name of the members voting for and against, together with a statement that a complete copy of the ordinance is available at the Office of the County Clerk, in at least one publication in a newspaper of general circulation in the county pursuant to Utah Code § 17-53-208.

APPROVED by Grand County Commission in a regular public meeting on October 4, 2022 by the following vote:

Those voting aye:

Those voting nay:

Those absent:

GRAND COUNTY COMMISSION:

ATTEST:

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

Exhibit A

Chapter 1 Criminal Justice Coordinating Council

Sections:
7.01.010 Purpose
7.01.020 Establishment
7.01.030 Membership
7.01.040 Procedure
7.01.050 Duties

7.01.010 Purpose

The purpose of the Grand County Criminal Justice Coordinating Council is to foster communication and collaboration among agencies involved in the criminal justice system; to formalize the mechanisms for making improvements to the criminal justice system; and to comply with the requirement of Utah Code § 17-55-201(4) to develop and implement a strategic plan for the County's criminal justice system.

7.01.020 Establishment

The Grand County Criminal Justice Coordinating Council ("Council") is established to carry out the purposes described in this chapter.

7.01.030 Membership

A. The Council shall be composed of those members required under Utah Code § 17-55-201, as amended. The Council shall include:
   1. one county commissioner;
   2. the Grand County Attorney or their designee within the Grand County Attorney's Office;
   3. the Grand County Sheriff or their designee within the Grand County Sheriff's Office;
   4. the Moab City Chief of Police or their designee within the Moab City Police Department;
   5. the Grand County Public Defender or their designee working as a public defender in Grand County;
   6. the Moab District Court Judge;
   7. the Grand County Justice Court Judge;
   8. a representative of the Division of Adult Probation and Parole ("AP&P") working in Grand County, as designated by AP&P;
   9. a representative of Four Corners Behavioral Health Center ("Four Corners") working in Grand County, as designated by the Executive Director of Four Corners; and
   10. the Grand County/Moab City Victim Assistance Unit Director or their designee working as a victim advocate in Grand County.

B. The County Commissioner serving on the Council may nominate additional members of the Council from the list set forth in Utah Code § 17-55-201(2)(b), subject to confirmation of the Grand County Commission.

C. Each member shall have one vote on all matters of which the Council takes action.

7.01.040 Procedure

A. The County Commissioner assigned to the Council shall serve as Chair of the Council.
B. A majority of members of the Council shall constitute a quorum ("Quorum").
C. A majority vote of members present at a meeting at which a Quorum is present shall constitute binding action of the Council.

7.01.050 Duties

7.01.050.01 Duties, Generally The Council shall:

A. Review, coordinate and improve components of the criminal justice system in the county;
B. Develop and implement a strategic plan for the county's criminal justice system as set forth in Utah Code § 17-55-201(4)(a) ("Strategic Plan"), as amended, which shall include:
    1. mapping of all systems, resources, assets, and services within the county's criminal justice system;
    2. a plan for data sharing across the county's criminal justice system;
    3. recidivism reduction objectives; and
    4. community reintegration goals;
C. Create bylaws and appoint officers as the Council deems appropriate that are not inconsistent with this Chapter;
D. Meet at least annually; and
E. Beginning in the year 2023, before November 30 of each year, provide a written report to the Utah Commission on Criminal and Juvenile Justice regarding the implementation of the Strategic Plan and any data on the impact of the Council on the criminal justice system in the county.

7.01.050.02 Administrative Assistance

The County Commission may assist the Council in the development of the Strategic Plan by providing administrative support and meeting space.

Agenda Summary

GRAND COUNTY COMMISSION MEETING

October 4, 2022

AGENDA ITEM:_____

TITLE:	Consider approval of an ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an "Alternative Dwelling Overlay District" Pilot Program
FISCAL IMPACT:	Unknown (enforcement may require additional county staff)
PRESENTER(S):	Elissa, Planning & Zoning

Prepared By:
ELISSA MARTIN
GRAND COUNTY PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Ongoing

Possible MOTION:

I move to approve /deny the proposed ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an "Alternative Dwelling Overlay District" Pilot Program,

(If approving) with the following conditions (if any):

SUMMARY: The proposed Ordinance would establish a pilot program for permitting Alternative Dwelling Communities / Long-Term Camp Parks as a Special Purpose Overlay District. The ADO District would provide a sanitary, regulated and environmentally responsible living situation for residents who choose to live in their RV's, Trailers, or other types of Alternative Dwellings throughout the County. Currently, unregulated RV/camping living situations are having damaging effects on neighborhoods and the environment. Often, unsanitary conditions exist, including environmentally harmful illegal sewage disposal. Other negative impacts include parking in civic centers and public parks and the unfair cost share for paying customers of the water and sewer system, due to illegal hookups.

BACKGROUND:
Timeline of development of the ADO ordinance

- December 2021 -- the original concept and need was discussed at Planning Commission, with overall consensus to move forward with an update to the LUC to allow long term camparks and tiny homes.
- March 1, 2022 P&Z staff report to the Commission, we discussed a preliminary list of LUC updates, and the long term camp park initiative was listed as a potential Housing solution.
- March 30, 2022, staff report to the Commission -- the initiative was listed as "Housing B" in the list of LUC update priorities.
- April 20, 2022 — Commission Admin and Commission members provided direction to P&Z to shift focus from the Article 3 updates, and prioritize the long term camp park initiative in order to address illegal camping on private property. At first, the direction we took was to develop a "Temporary Dwelling Permit," to address immediate concerns with camping on private property. The TDP would later be replaced by a "Long term camp park overlay district."
- June 23, 2022 — Land Use Steering Committee, the consensus was to do away with the Temp Dwelling Permit as many felt it was "kicking the can" down the road and instead we should simply extend any Voluntary Compliance Agreement deadline out to the end of October 2022, when we hoped to have the long term camp park update complete.
- July 11, 2022 -- PC staff report to review draft code and use standards for the long term camp park / Alternative Dwelling Overlay (ADO) district (as it came to be called).
- August 3, 2022 -- P&Z and Planning Commission held a town hall aka "Community Housing Forum" at Star Hall, to share the draft code and proposed ordinance with the public and get feedback -- over 45 members of the public attended and overwhelmingly expressed support for the initiative.
- August 8, 2022 -- PC public hearing to consider the Alternative Dwelling Overlay district ordinance (public comment was in favor, but concerned with

some of the use standards being cost prohibitive or over burdensome and other helpful comments to improve language overall.) PC voted to leave the public hearing open until Aug 18th and wait to vote until Aug 22nd.

- August 22, 2022 -- PC meeting - vote was unanimous to send a favorable recommendation to the County Commission.

PLANNING COMMISSION RECOMMENDATION: On August 22, 2022 at a regular Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission to approve the Ordinance. There are several specific terms in the draft code recommended by the Planning Commission for approval, that have been suggested to be revised, by the Attorney and Commissioner input – those changes are redlined in the current draft code and discussed in the Staff Report.

ATTORNEY RECOMMENDATION: Supportive generally but draft ADO needs additional work prior to adoption plus consultation with GCSO re. anticipated impacts, including noise, animal and illegal dwelling complaints.

In that vein, the Enforcement section is woefully inadequate, and the County Attorney has rejected it in its entirety. However, there is not enough time to redraft it before the public hearing.

STAFF RECOMMENDATION: Review the staff report and the draft code. Take into consideration public comments provided. If warranted, suggest revisions to the draft code as condition(s) of approval.

ATTACHMENT(S):

1. Staff Report
2. ADO Ordinance
3. Draft Code
4. UTMP Map
5. GWSSA Fact Sheet
6. Public Comments

DATE: October 4, 2022

TO: Grand County Commission

SUBJECT: Consider an Ordinance to Amend Article 4, Special Purpose Overlay Districts to establish an "Alternative Dwelling Overlay District" Pilot Program

RESPECTFULLY SUBMITTED: Elissa Martin, Planner

SUMMARY: The proposed Alternative Dwelling Overlay (ADO) pilot program is intended to designate areas for long-term or seasonal occupancy in non-traditional housing, for local workforce, while respecting the character of existing neighborhoods and residential zones. The ADO District standards ensure that Alternative Dwelling developments are designed in a manner that addresses the impacts and the increased service needs they generate while also providing much needed designated workforce housing, which in turn, supports local businesses and the local economy.

This initiative is only one small piece of the puzzle to provide opportunities for housing across the entire continuum of housing affordability. It is not meant to serve the segment of the community that would benefit from multifamily, apartment style living -- that type of housing will be addressed with the Future Land Use Map which will designate locations appropriate for multifamily development.

Key standards include: 0.5 acre minimum lot size, minimum 4 units to be considered an ADO, utility hookups required (including impact fees), max dwelling site square footage: 1200 sf

STAFF RECOMMENDATION: Review the Draft Code and the below "items to consider", especially items #1-3 to make revisions or accept suggested changes to the draft code, and either approve the ordinance with conditions (to revise the draft code as determined in the public meeting), or deny the ordinance.

BACKGROUND: (See Agenda Summary for full history of ordnance development and public engagement) As soaring housing prices in the Moab area continue to impact the availability of housing for our local residents, long term and seasonal employees, many folks resort to living out of their RV's or trailers, or camping in their cars in and around Moab, often in less than stable situations and causing impacts to neighborhoods, public spaces such as local parks, and civic centers, etc. . Employer's inquire often about wanting to provide housing, in the form of tiny homes or even simply an array of parking spaces for long term camping (with proper services). Out of these circumstances, the idea of an overlay district for "Alternative Dwelling Communities" or long term camp parks was born.

Discussions at Planning Commission meetings in the winter of 2021 were initiated when PC members and members of the public expressed concern with the lack of available rentals and

the overall high cost of rent, as well as the anticipation of the usual influx of seasonal workers needing a place to "park their home". The ADO use standards were developed over several open-to-the-public Planning Commission meetings in the weeks between April 2022 – July 2022. A public housing forum was held on August 3rd 2022 to solicit feedback on the draft ordinance. Subsequently, a public hearing at the Planning Commission meeting on August 8, 2022 was held and remained open until August 18th to receive additional comments. Public comments were considered and incorporated into the revised draft language as appropriate prior to and during the Planning Commission meeting.

PLANNING COMMISSION RECOMMENDATION: On August 22, 2022 at a regular Planning Commission meeting, the Planning Commission voted unanimously to send a favorable recommendation to the County Commission to approve the Ordinance.

ITEMS TO CONSIDER: To understand the conversations had at Planning Commission and how certain use standards were decided upon, the below list provides several topics to consider.

1. PILOT PROGRAM TERMS: Specific language to describe the terms of the pilot program have been included in Section 4.9.2 Applicability, in the Draft Code, as well as in the Ordinance. The Planning Commission recommended approval of the draft code with the pilot program set to allow a maximum of 300 units or with a sunset date of one year of adoption of the code (whichever comes first). The Attorney and one Commissioner and a few public comments have recommended to drop this number to as low as 50. Staff's recommendation is to set the cap at 150. Currently we estimate there are at least 50 illegal residential situations on property within Grand County, there are 50 people on the waitlist with HASU for their affordable apartment complexes, and there are over 100 people estimated to be at risk for homelessness.

2. ALLOWING WELLS AND SEPTIC

   While the Planning Commission recommended approval of the ADO draft code with the allowance of wells and septic systems to support an ADO development, the Attorney and a Commissioner have expressed concern with this. The Commission should make a final determination whether or not this should be allowed. Some background on wells and septic systems provided by Orion:

   - The property would have to apply for and receive the appropriate water rights. The well driller needs to apply for the appropriate permits and needs to do a drawdown pump test to determine that the well has adequate source capacity. Generally the areas where water is going to be available are known and the reliability of that water is also known.
     - Note that the County Attorney has pointed out that DWR has noticed the public that it will begin a public process to consider closing the basin to new water rights applications once the adjudication is closed by the Moab District Court.
   - ***IF*** the proposed project will house more than 25 people more than 60 days out of the year, the water system serving the project will need to meet the requirements of a public drinking water system.

- There are lots of requirements for septic but it should not be discounted. There are a lot of newer technologies that can treat effluent very well but it is expensive. In some situations conventional systems would be appropriate, however in others, advanced systems that provide treatment would be appropriate.

- There are technologies already in place that treat water to a standard that far exceeds the water quality of the colorado river, pack creek and mill creek.

- Each situation will be unique and whether or not the ability to use septic will be determined when the project is proposed to DRT. The first and foremost consideration will be the protection of our groundwater drinking water sources.

- ***IF*** the estimated wastewater flow exceeds 5000 gallons per day the system will be designated as a Large Underground Wastewater Disposal System (LUWDS). LUWDS are regulated by the Division of Water Quality however SEUHD has the right to review all plans that are submitted. All LUWDS are required to treat their effluent. Examples include Ballard RV park in Thompson Springs, which uses a packed bed media system; the proposed system at the Desert Moon will use bioreactor technology with subsurface drip irrigation of the landscaping. There are some older LUWDS that do not treat their effluent but they are slowly converting to including treatment systems.

3. OCCUPANCY REQUIREMENT: ADOs shall be occupied for a period of 60 consecutive days or more. We originally included a caveat for seasonal employees who may only need an AD site for 2-4 weeks at time in between guide gigs, but this was omitted at the recommendation of the Attorney to keep the pilot program streamlined and simple, and to not increase the burden of code enforcement.

4. TENTS and YURTS allowed? This topic was brought up by members of the public, many feel that they should be allowed.

5. DEED RESTRICTION: At the Planning Commission meetings, the general consensus was that ADO's need not be deed restricted. That determination was made based on the thought that ADOs act like apartment developments, where each unit is a rental unit, and is not meant for ownership. ADOs will be strictly monitored for illegal nightly rental activity through our new monitoring/ enforcement software. We wouldn't want to deed restrict the property for ownership by a local resident, as that would limit the potential of these types of developments being viable.

6. ELIGIBILITY MAP or RESTRICTED AREA MAP: The general consensus from the Planning Commission discussions was that because the decision-making process requires two public hearings and the discretion of both bodies to approve or deny an ADO application, a map would not be needed, but the "Items for Consideration" to make findings related to the proposed project would be critical to ensure fairness and accountability in the decision-making process.

   The Draft Code includes six "items of consideration" in section 4.9.2 Applicability, to base findings on.

7. WATER AND SEWER HOOKUPS (and IMPACT FEES)

   GWSSA defines an AD site as a commercial RV /campsite, which is calculated as being 0.79 ERC (Equivalent Residential Connection). According to current GWSSA impact fee rates, that would mean a $5,505 total impact fee (see GWSSA fact sheet attached).

   GWSSA does not have reliable, specific stats on water usage per AD type, or AD development. For example, a comparable long term camp park that exists in Grand County, has long-term camping, but they also have a commercial laundry. One commercial RV park has employee RV spots, but they also fill up water trucks for their business operations. Some of our other trailer parks are old and have leaks. Some have pools and most RV parks are required to provide one tree per site, which can take a lot of water in a large park.

   a. P&Z staff are researching this issue and upon adoption, we will provide better data to support the "Issue of Consideration" related to relative water resource impacts.
   b. There have also been discussions with the Economic Development Department to develop a funding source through grants, to help small-scale business owners with the cost of impact fees, if they desire to develop an ADO for their employees.

8. DENSITY: A minimum unit count should be required to ensure that prop owners aren't applying for the ADO to provide for 1 or 2 RVs in their backyard. Currently, the minimum unit count is set at 4 sites. In lieu of a max density requirement, the number of units that can be placed on a parcel would be determined by "Max Lot Coverage" or Bldg Coverage of the underlying zoning district. The square feet of the dwelling site (not the vehicle or tiny home) would be used in the formula to determine max lot coverage. The table indicating those percentages for each zoning district is below:

Residential Zoning Districts					
Development Standard	**MFR**	**SLR**	**LLR**	**RR**	**RG**
Max. Density (units/acre)	8	5	2	1	0.20
Min. Lot Size (acres)	0.125	0.20	0.50	1	5
Min. Project Boundary Buffer Parcel Size	5,445	8,712	21,780	21,780	21,780
Min. Front Yard and Street Side Yard	10'	20'	25'	25'	25'
Min. Interior Side Yard*	10'	10'	10'	15'	15'
Min. Rear Yard	10'	10'	20'	20'	20'
Min Lot Width*	80'	50'	100'	130'	130'
Bldg. Coverage Max.	55%	45%	25%	25%	25%
Max. Height Principal Structure	28'	28'	35'	35'	35'
Max. Height Accessory Structure	28'	28'	35'	35'	35'
*Side setback and min. lot width does not apply to townhome and multi-family shared walls.					

9. COMMUNAL KITCHEN: Public comment provided at the 8/8/22 public hearing suggested not requiring a communal kitchen when dwelling sites DO NOT have hookups. P&Z staff feel strongly that a bare minimum communal kitchen with potable water should be provided when hookups are not provided to individual dwelling sites, to ensure dignity and quality of life. Folks may be living in temporary situations, but may still want the option to provide a meal for themselves and not solely rely on eating out. The ADO concept is meant to ensure basic needs while also being flexible enough to allow various types of dwellings to exist.

    a. At a bare minimum, a covered area (outdoor or indoor) with a sink basin with potable water, a washable surface to act as a countertop, and a gas grill or stove top can constitute a "communal kitchen".

10. ONE RESTROOM REQUIRED: Public comment suggested that at least one restroom should be required for all ADOs regardless of whether individual site hookups are provided. Staff agrees with this, but one caveat has been added based on Commission member input – that for smaller ADO's where there are 5 or less dwelling sites and hookups are provided, a restroom would not be required.

11. EXPIRATION or LAPSE OF APPROVAL: ADO District approval shall expire and be void unless a site plan is approved for the development within 6 months of ADO District approval, and if certificate of occupancy is not issued within two years of ADO District approval. This seems like a reasonable amount of time, as no subdivision approval is required, only Site Plan, which is administrative.

Attachments:

1. ADO Ordinance
2. Draft Code
3. UTMP Map
4. GWSSA Fact Sheet
5. Public Comments

GRAND COUNTY, UTAH
ORDINANCE NO._____(2022)

AN ORDINANCE AMENDING THE GRAND COUNTY LAND USE CODE BY AMENDING ARTICLE 4 (SPECIAL OVERLAY DISTRICTS) TO ESTABLISH CHAPTER 4.9, AN ALTERNATIVE DWELLING OVERLAY (ADO) DISTRICT PILOT PROGRAM

WHEREAS, Utah Code § 17-27a-102 enables a county to enact all ordinances, resolutions, and rules and various forms of land use controls and development agreements that the county considers necessary or appropriate for the use and development of land within the unincorporated area of the county;

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

WHEREAS, from time to time the County adopts ordinances to modify its LUC and zoning map to improve the quality and order of land development and align the LUC with changing community conditions, public review noticing procedures, state law, contemporary planning concepts and streamlining land use reviews and permits;

WHEREAS, the cost of housing in the Moab Area has become increasingly unaffordable, as the median home listing price was $792,000 in June 2022, trending up 85.5% year-over-year,[1] and the median home sales price as of May 2022 was $694,000,[2] which is unattainable for the Grand County annual household median income of $56,639[3];

WHEREAS, in July of 2022, out of 293 known rental units (excluding senior housing) in the Moab area, only seven (7) were currently available to rent, and out of those, five were 3-bedroom homes averaging a rental rate of $4,000/month, and there where at least 50 residents on waitlists for various apartment complexes;[4]

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[1] Utah Association of Realtors
[2] Utah Association of Realtors. Local Market Updates by County. (May 2022)
[3] Census.gov
[4] Moabhousing.com and Zillow

WHEREAS, as of August 2022, Grand County had an estimated 165 adults and 98 children experiencing homelessness at some point throughout the year;[5]

WHEREAS, the lack of attainable housing can result in homelessness, undesirable living conditions, lack of funds available for other basic needs, and a decrease in the quality of life for Grand County workers and their families;

WHEREAS, according to a survey conducted by the Grand County Economic Development Department in 2021, 82% of employers reported the lack of attainable housing limited their ability to fully staff their company, and 65% reported having lost employees due to the housing shortage[6];

WHEREAS, many employers in Grand County are unable to hire and retain employees because of the lack of attainable workforce housing;

WHEREAS, the County desires to amend LUC Article 4 (Special Purpose Overlay Districts) to establish an Alternative Dwelling Overlay District as a pilot program for a period of one year from the date of adoption, or for up to 300 dwelling units, whichever comes first, in order to provide opportunities for workforce housing;

WHEREAS, on August 22, 2022, after a public hearing, the Planning Commission voted unanimously to forward a favorable recommendation to the County Commission to amend LUC Article 4 to establish an Alternative Dwelling Overlay District;

WHEREAS, on September 20, 2022, the County Commission held a public hearing to solicit public comment regarding the proposed amendments; and

WHEREAS, the Commission has determined it is in the best interests of the public to implement a pilot program to permit Alternative Dwelling Communities;

NOW, THEREFORE, BE IT ORDAINED that the Grand County Commission does hereby amend Article 4 of the Grand County Land Use Code by adopting new Chapter 4.9 as follows:

See Exhibit A

APPROVED by Grand County Commission in a regular public meeting on October 4, 2022 by the following vote:

Those voting aye: _____

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[5] Moab Valley Multicultural Center data

[6] Grand County Economic Development Department, Moab Area Employee Housing Survey (2021)

Those voting nay: _____

Those absent: _____

Grand County Commission: **ATTEST:**

Jacques Hadler, Chair Gabriel Woytek, Clerk/Auditor

EXHIBIT A

Disclaimer: This is a draft version of the LUC Code update to Article 4 (Special Purpose Overlay Districts) – Further revisions may be warranted during the public meeting. A final version will be posted after the public meeting.

4.9.1 Purpose
The Alternative Dwelling Overlay (ADO) District provides local workforce housing opportunities by allowing different types of non-traditional housing on a single lot to support market needs while respecting the character of existing neighborhoods and residential zones. The ADO is intended to designate areas for much needed workforce housing, which in turn, supports local businesses and the local economy. Short term accommodations are not a permitted use within an approved ADO development.

4.9.2 Applicability
Alternative style dwellings, while part of the Grand County economy and tradition, are not appropriate in all areas of the County. ADO Districts should be applied to parcels where appropriate and compatible with adjacent land uses and neighborhoods.The regulations set forth in this section may be applied to real property located within Grand County, codified in this section upon application to and approval by the County Commission pursuant to the provisions herein. This overlay district is being offered as a pilot program and will expire upon *[insert date]* or when 150 dwelling units have been approved.

When approving or denying an ADO District application, the Commission shall consider and make findings related to 1) the relative availability of workforce housing and Affordable Housing, as defined in Article 10 of the LUC, as compared to the Fall of 2022 and current conditions, according to housing indicators tracked by Planning & Zoning Department (when available); and 2) impacts the proposed development may have on adjacent land uses and neighborhoods, the overall design of the proposed development, according to the following criteria:

1. Traffic impact - as a general rule, ADOs should be limited to parcels with main egress and ingress located on an arterial or collector street per the Unified Transportation Master Plan (see Exhibit A), ~~unless a traffic study determines the project will have minimal impact on the neighborhood;~~
2. Commute time: Location of ADOs should be within 1~~2~~ mile to work centers and commercial nodes;
3. Historic use of the subject property, including a historic use of alternative dwellings;
4. Compatibility with the existing community characteristics, existing density, or future land use designation;
5. Impact on Water resources as compared to a single family dwelling development with equivalent number of housing units, as data is available.
6. Overall design of the proposed development, including site design, landscaping, active open space provided, any amenities included, such as storage spaces, or other communal spaces.

Upon approval, and subject to all applicable zoning regulations, the development agreement and master plan shall control development of the applicable real property.

4.9.3 Identification on Zoning Maps
Approved ADO Districts and developments shall be indicated on the official Zoning Map.

4.9.4 Occupancy Standards

All ADO developments shall comply with the following occupancy requirements:

1) Overnight accommodations are strictly prohibited in ADO districts. The County reserves its full civil and criminal remedies when enforcing illegal Overnight Accommodations.

2) Alternative Dwelling developments shall be occupied for a period of 630 consecutive days or more,

3) ~~less than 60 days by seasonally employed persons with proof of employment from a local Grand County business, in the form of a paystub or (?)¶~~

    a) ~~Property owners shall maintain a log of tenants which tracks their eligibility as local workforce, the County will periodically perform audits.¶~~

4.9.5 Development and Use Standards in ADO Districts

The ADO District standards ensure that Alternative Dwelling developments are designed in a manner that addresses the impacts and the increased service needs they generate, including but not limited to traffic, noise, weed control, wastewater management, code and law enforcement, and emergency medical services

An ADO is defined as containing 4 or more dwelling sites for use as Long Term Rentals for local residents and workforce. Unless otherwise specified below, all development in an ADO District shall comply with the development standards of the underlying zoning district. Uses allowed in the ADO Districts shall be as specified in the underlying base district together with permissible Alternative Dwellings. Accordingly, Alternative Dwelling developments shall be allowed to incorporate new residential and commercial uses otherwise allowed by the underlying base district within allowable lot coverage percentages of the underlying zoning district.

A. Public Utility Service and Wastewater Management.

1. ADO developments shall be served by public water and sewer facilities ~~or State approved well and septic systems~~, as follows:

    a. For ADOs over 5 sites, at least one restroom shall be constructed on site to serve the development,

    b. Each dwelling site shall have hookups to water, sewer, gas and electric, otherwise shared common facilities shall be provided per the minimum State Health code requirements,

        i. Sites without utility hookups shall provide at a minimum, sufficient number of bathhouses (with showers) and a covered communal kitchen, with a wash / sink basin, a utility surface / countertop, and a gas grill or stove top for cooking,

    c. A potable water supply shall be provided within 200 feet of dwelling sites, and can be located in the communal kitchen, with a sink basin.

2. ADO developments should incorporate water-wise features in the development, including greywater re-use for landscaping, bioswales, drought-resistant plant and tree species, xeriscape landscaping design, and minimal turf.

B. Height, Density and Scale

1. The minimum lot size for an ADO development is 0.5 acre.

2. Dwelling sites required area:

a. Dwelling Sites shall be a minimum of 600 sq. ft and no larger than 1,200 sq.ft.

b. Each dwelling site shall be at least 20 feet in width

3. There shall be a minimum of 5’ distance from any other structure or Mobile Unit on site.

4. The number of units permitted on a parcel shall be determined by the maximum building coverage* (as defined in this section) allowed in the underlying zoning district or the maximum number of units determined by the County Commission, whichever is less.

   a. *Building coverage per this section shall mean, the total square footage of **dwelling sites** along with all other structures (common facilities).

C. Site Configuration, Internal Circulation, and Parking

1. Sites should be located to take advantage of passive solar design and use of existing shade.

2. All development must fit the topography of the property (building that steps with terrain). No mass grading or grading of a flat building envelope is permitted. If any grading is necessary.

3. One off-street parking space per dwelling site is required to mitigate impacts on adjacent land uses and neighborhoods. Parking may be consolidated or grouped in designated areas on site. Covered parking may be provided on site.

4. ADO developments shall have an internal driveway not less than 16 feet wide. Proposals that provide a circular driveway, instead of a dead end, will be given preference. A cul-de-sac or hammerhead turnaround shall be provided for any dead end driveway length over 150'.

5. Each site shall be arranged so that all dwellings have access to the internal driveway. The interior driveway shall be properly drained; have a durable dust-free, all weather surface of gravel, compacted road base, or asphalt.

6. Each site designated for Tiny Homes on a chassis, RV’s, travel trailers,or camper vans shall provide an improved surface, with compacted road base or gravel.

7. Any dwelling not on a chassis, will require a foundation and a building permit.

D. Common Space, Landscaping and Screening

1. ADO developments shall incorporate into their site plan Active Open Space such as a pocket park, community garden, playground, picnic space, or other dedicated landscaped area accessible to the residents. This space shall be at a minimum 5% of the parcel size or at least 1,500 square feet, whichever is less.

2. Screening shall be provided for common area trash receptacles, or other equipment storage.

3. ADO property owners shall maintain a weed-free landscape.

4. Native plants existing on the property shall remain on site, either by preserving their existing location or relocating somewhere else on the property (even as a result of necessary grading).

5. One tree, shrub or bush of a species suitable for the area (low water usage and native species) shall be provided for each dwelling site (Existing trees on the site may be used to satisfy this requirement).

6. On-site trails and trail connections identified in the Grand County Non-Motorized Trails Master Plan that are either existing or planned, shall be placed in a public easement.

F. Dwelling Design

1. Air conditioning units and similar mechanical requirements should be avoided on rooftop locations, and fully screened from view.

2. Plastic or vinyl awnings are not permitted. Awnings must be of solar stabilized materials.

3. Structures on site shall be constructed of durable primary materials such as stone, brick and earth derived materials; wood lap siding; fiber cement board lapped, shingled, or panel; metal siding; glass; or engineered stone.

4.9.6 ADO District Application

A. Procedure. An ADO District application shall be reviewed and approved in accordance with the procedures of Section 9.2, Text and Zoning Map Amendments (Rezonings), and shall be considered to be a Zoning Map amendment.

B. Application. A developer shall submit an ADO District application with the information contained in Section 9.2 together with a development agreement and master plan as follows:

1. The development agreement shall include the following information:

a. Legal description of the property;

b. A statement describing the proposed development of the property by gross acre; number of dwelling sites, types of dwelling units, common facilities, Active Open Space, and other related development features as proposed by the developer or requested by the County;

c. All other required components of the development agreement outlined in Section 4.9.4 local occupancy requirements; and

d. Which provisions, if any, supersede and replace conflicting provisions in the LUC pursuant to Utah Code § 17-27a-528;

2. The master plan shall include the following information:

a. Legal description of the property;

b. Identification of all proposed land uses including number and types of dwelling units and any non-residential uses;

c. Development envelope indicating compliance with underlying zone setbacks;

d. Location and dimensions of each dwelling site and corresponding parking spaces proposed on the property;

e. Location of common facilities, such as bathhouses, communal kitchen or other accessory structures or amenities;

f. Identification of site planning features, including landscaping (trees, bushes and shrubs), open space and public easements for trails and trail connections, if any, and location of bioretention and biofiltration swales;

g. Identification of sensitive lands within or adjacent to the proposed development and how the development's impacts will be mitigated, including but not necessarily limited to the following:

i) Public drinking water supply watersheds (recharge areas for the aquifer in the Glen Canyon formation);

ii) Floodplains and natural drainages;

iii) Slopes in excess of 30 percent; and

iv) Significant geological, biological, and archaeological sites;

h. ADO notes shall be included on the Master Plan, in the Development Agreement, and within a restrictive use covenant that shall be recorded along with the Master Plan, as follows:

All ADO developments shall comply with the following ownership and occupancy requirements:

i) Overnight accommodations are strictly prohibited in ADO districts. The County reserves its full civil and criminal remedies when enforcing illegal Overnight Accommodations.

ii) Alternative Dwelling developments shall be occupied for a period of 630 consecutive days or more.

iii) ~~less than 30 days by seasonally employed persons with proof of employment from a local Grand County business, in the form of a paystub or (?)¶~~

iv) ~~Property owners shall maintain a log of tenants which tracks their eligibility as local workforce, the County will periodically perform audits.¶~~

C. Approval. Application for an ADO District is a rezone request, and as such shall adhere to the procedures outlined in Section 9.2 Text and Zoning Map Amendments, The Commission is the decision making authority. The decision to approve or deny an ADO rezone shall be based on findings of fact related to the Applicability Criteria in section 4.9.2.

D. Recordation. The developer shall record the development agreement and master plan and restrictive use covenant in the real property records of Grand County, Utah, prior to issuance of a building permit for any unit within a site plan approved hereunder. Once approved, the development agreement and master plan may not be amended or modified without reapplication to the County.

E. Effect. Review and consideration of an ADO District application is a discretionary legislative decision. Further, approval of an ADO District application does not constitute site plan, preliminary plat, or final plat approval. Rather, such approval shall be deemed approval of permission to develop under the standards of this section and the master plan.

F. Lapse of Approval. The ADO District approval shall automatically expire and be void unless a site plan is approved for the development within 6 months of ADO District approval, and if certificate of occupancy is not issued within two years of ADO District approval. An extension of up to 6 months from

G. Conflict. In the event of conflict between the provisions of Section 9.2 and this Section 4.9.6, this section shall control.

4.9.7 Expiration of Alternative Dwelling Overlay Ordinance

The ordinance codified in this section shall automatically expire after 150 ADO units have been approved or after one year, whichever occurs first. A record of the number and location of ADO units approved shall be kept on file within the Planning & Zoning Department at all times.

4.9.8 Enforcement.

A. **Penalties for Violation.** As more particularly set forth in Section 1.9, Penalties for Violation, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this section shall be guilty of a Class C misdemeanor. Fines of up to $10,000 per violation, per day may be assessed if illegal overnight accommodation activity does not cease and desist.

B. **Legal Action.** In addition to the remedies set forth in Section 1.9, the County may institute any appropriate legal actions or proceedings necessary to ensure compliance with this section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

Grand County & City of Moab
UNIFIED TRANSPORTATION MASTER PLAN

Arches National Park

Utah Hwy. 128

Study Area extends east on Sand Flats Road to the East Porcupine Rim Trailhead

Study Area extends southwest on Kane Creek Boulevard to Pritchett Canyon Trailhead

191

279

Potash Rd

Kane Springs Rd

State Hwy. 279

Sand Flats Rd

Mill Creek Dr

313

0 0.25 0.5 Miles

0 0.25 0.5 Miles

0 0.5 1 Miles

Legend

Functional Classification
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Other Road

- Railroads
- City of Moab
- Park
- Water
- Study Area

CITY OF MOAB UTAH

Figure 10. Functional Classification

September 2022

GWSSA ADO FACT SHEET

Alternative Dwelling Overlay Fact Sheet

Impact fees for RV, tent, or cabin sites

Water Impact Fee Per Site = $2,824.21
Sewer Collection Impact Fee Per Site = $1,610.81
Sewer Treatment Impact Fee Per Site = $1,070.00
TOTAL IMPACT FEES DUE AT TIME OF PERMIT = $5,505.02*
*Please note we do not accept credit cards for impact fee payments

Monthly rates for RV, tent, or cabin sites

Culinary Water Monthly Rates

- Existing Residential Meter + one site = $32.00/month.
  Additional Sites = $10.25/month/site
- Commercial = Between $26.75 - $669.00/month depending on meter size regardless of number of sites.

Sanitary Sewer Monthly Rates

- Existing Residential + one site = $61.00/month
  Additional Sites = $30.50/month/site
- Commercial = Between $38.00 - $108.00/month depending on number of sites plus $10.51/month/site

FAQ

Q. Do I have to pay the monthly rate even when my site is vacant ?
A. Yes. Per GWSSA policy, monthly base rates are charged year-round, regardless of occupancy.
Q. Can I use my existing water meter and sewer connection?
A. Yes. You will not be required to install separate connections for the sites, however, you may be required to upsize your existing water and sewer services if the number of sites exceeds the capacity of your existing connections.
Q. Can I get my money back if I change my mind?
A. Yes and no. If you do not to install the improvements within a year, the impact fees are refundable upon request. Once the improvements are installed, impact fees are not refundable. Please see Section 1.35 of the GWSSA Utility Billing Rules available at www.grandwater.org for more information.

Grand Water & Sewer Service Agency
3025 E. Spanish Trail Rd., Moab, UT 84532
435-259-8121 www.grandwater.org



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] ADO Public Comment

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Thu, Sep 22, 2022 at 12:43 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Janet Buckingham** <[redacted]>
Date: Thu, Sep 22, 2022 at 9:43 AM
Subject: [Commission] ADO Public Comment
To: Grand County Commission <commission@grandcountyutah.net>

Having reviewed the "revised" version of the ADO, I see very few changes so still remain opposed to it in its current iteration. I feel like many of the comments submitted by myself and the county attorney have not been addressed.

I am confused by what appears to be a mistake or contradiction in the text. Look at 4.94 Part 2: Alternative Dwelling developments shall be occupied for a period of 60 consecutive days or more.
Then look at 4.9.6 Part h ii: Alternative dwelling developments shall be occupied for a period of 30 consecutive days or more.

Which is it? It can't be both and SHOULDN'T be 30 days. This is the kind of thing I believe happens when ordinances are rushed through. I urge you to slow it down and do it right. It's simply too important to emphasize speed over accuracy and ability to enforce.

I do appreciate the fact that the number of dwelling units has been reduced to 150.

As I said, I oppose this ordinance in its current form.

Janet Buckingham

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Opposition to proposed ADO

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Sep 19, 2022 at 9:50 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Michael Wilson** <[redacted]>
Date: Mon, Sep 19, 2022 at 9:42 AM
Subject: [Commission] Opposition to proposed ADO
To: <commission@grandcountyutah.net>

Dear Grand County Commissioners,

We recognize the unmet demand for employee housing. But in reviewing your proposal for the current ADO we have some misgivings.

#1. As Bonita Kolb said perfectly, “it shifts the costs (in the loss of peaceful neighborhoods) squarely onto the shoulders of homeowners in existing neighborhoods.”

#2. There should be appropriately zoned parcels for these campgrounds, trailers and tiny homes not overlayed onto the existing community.

#3. This proposal seems like a short term solution for a long term problem

Thank you very much for considering our concerns,
Mary and Michael Wilson
2940 Old City Park Road
Moab Utah 84532

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Comments on ADO proposal from Grand Cty resident

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Thu, Sep 15, 2022 at 2:16 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Marti Bauer** <[redacted]>
Date: Wed, Sep 14, 2022 at 10:28 PM
Subject: [Commission] Comments on ADO proposal from Grand Cty resident
To: <commission@grandcountyutah.net>

COMMENTS on ADO
Nice ideas in an attempt to address housing for needs in Grand County for seasonal workforce.

PLANNING COMMISSION did not address specifics in each section of this overlay.
A pilot program of 300 dwelling units - the start of a precedent - will be a huge impact in neighborhoods where implemented and should be scaled down.

NEEDED BY - Businesses, agencies, Forest Service, guide businesses , etc - these employers should be involved and part of the planning process in contributing ideas and resources before attempting to design an Overlay to solve housing for seasonal workers.

DEVELOPMENT PLAN
A) This does not address a cap on rental rates by developers (30% of income or less) and apparently is not allowed by State laws on privately owned properties. Does this proposal then address “low income” housing needs for seasonal workers?
B) LOCATION - What does “ appropriate “ location in relation to work centers, etc mean? Shouldn’t these units be within walking, biking, transit (future) areas to places of employment of which most of these are in the Moab city limits?
C) OCCUPANCY per dwelling is not addressed nor number of vehicles per dwelling. What is stated is 1 parking space per dwelling or “ MAY “ be consolidated in designated area. This is not sufficient parking requirements and will hugely impact the surrounding neighborhood. Each dwelling will likely be housing more than 1 person.
D) DWELLING SITE has no governance as to type of structures, materials, if tents and yurts are allowed - only size and foundation for non chassis.
E) COMPLIANCE and ENFORCEMENT - There is no one with the ability or authorization to govern this proposal. It is not being done in this County now and must be in place, established, have track record of enforcement before a proposal such as this is passed.
F) RESEARCH - Establish a coalition of individuals to check out other communities that have approached this idea and can share successes and failures. Perhaps build partnerships with the State Land Trusts for a tiny home community, or a RV park for local employees owned/operated by the County thereby governing the affordability issue.

IF CONSIDERING THIS ADO IT MUST BE SCALED DOWN AS A “PILOT” PROGRAM and ADD FURTHER SPECIFIC REQUIREMENTS for DEVELOPERS and have the ABILITY to ENFORCE!

Martha Bauer
Grand Cty resident

Sent from my iPad

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Wed, Sep 21, 2022 at 10:09 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: <noreply@civicplus.com>
Date: Wed, Sep 21, 2022 at 10:09 AM
Subject: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form
To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is:https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

To view the County Commission agendas, visit https://www.grandcountyutah.net/AgendaCenter

Commission meetings are live streamed on YouTube on the Grand County Utah Government channel. https://www.youtube.com/c/GrandCountyUtahGovernment

Email Address	[redacted]
First Name	Cindy
Last Name	Pickett
Name of Organization you represent (if applicable)	*Field not completed.*
City	Moab
State	UT
Zip	84532
Comment:	General Public Comment

Other:	ADU rezoning regulations
Commission Meeting Date	9/20/2022
Please provide your comments below.	Commissioners, The need for housing, especially temporary housing, is an ongoing concern for all the mountain resort communities of the west. Through out the 'boom and bust' cycles housing has been the challenge every town has had to endure. Look to several of the neighborhoods in town that the mining industry financed. Within many tourist destinations the businesses have built and provided housing for their employees. This is standard of care for the ski towns. The tourist industry that reaps millions of dollars, often held by Fortune 500 corporations, is trying to maximize their profits by shifting their financial responsibilities to the Grand County residents. By blatantly ignoring our County zoning regulations, the tourism industry has convinced the Planning process to 'dump' the proposed housing in the County jurisdiction. We purchased and built a home in the County with the belief that the County would remain outside the 'build up' that tourism has created. We do not share the same conveniences as the City; our children have to endure long bus rides to school, our roads are often neglected, OHVs seem to step on the accelerator once outside of City limits and it takes time and money to travel to daily activities. We pay the price without complaint. We would not change or move because the lack of light pollution, the quiet, the elegance of vistas uninterrupted by housing density is what keeps us here. I object to the total disregard of County planning regulations that the developers have endorsed. Make the businesses, that harvest incredible profits from tourism, step up and respect the building regulations that we all have had to adhere to. Housing needs will never go away. A more 'permanent',modest solution (like two story dormitory style rooms), close to their work, will bring a more intelligent response to the housing needs. Thank you for reading and considering my beliefs and feelings in this matter. Cindy Pickett 4146 E. Lipizzan Jump
Add Attachment	*Field not completed.*

Email not displaying correctly? View it in your browser.

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net

Dear Commissioners,

Please accept this comment on the draft Alternative Dwelling Overlay District (AOD). As a resident of the Spanish Valley, I object to the impact on density this proposal will have on the rural areas of the valley.

My wife and I chose to live outside of Moab so that we could enjoy its rural nature. We do this despite the added time and expense needed to live outside of Moab. To us living in the county is worth the cost. We purchased property, and built a home in an area which is clearly zoned for rural density. Often it seems the rules are viewed simply as an inconvenience, not something residents of Grand County rely upon when choosing a place to live and investing their time, effort and money. I ask that the zoning density rules be observed.

The draft AOD proposes to ignore the agreement between the County and its citizens set forth in the zoning rules. The stated rationale is need for employee housing. As drafted, the financial and emotional cost of this employee housing is being thrust upon the citizens of Grand County. This is wrong. Many of us have no connection to the overheated tourist industry which is driving the need for housing. We have no connection to the businesses creating the demand for the housing. Why should the citizens of Grand County bear this cost? Where are the businesses in this proposal? Why are they not participating in this discussion, and why are they not bearing a clear cost of doing business?

Thank you,

Donald Dummer



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Online Form Submittal: Grand County Commission Public Comment Form

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Sep 20, 2022 at 7:09 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: <noreply@civicplus.com>
Date: Tue, Sep 20, 2022 at 6:52 PM
Subject: [Commission] Online Form Submittal: Grand County Commission Public Comment Form
To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is:https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

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Email Address	[redacted]
First Name	Harris
Last Name	Hadziabdic
Name of Organization you represent (if applicable)	*Field not completed.*
City	Moab
State	Ut
Zip	84532
Comment:	General Public Comment

Other:	*Field not completed.*
Commission Meeting Date	9/20/2022
Please provide your comments below.	I truly don’t understand why one would be against making housing more accessible, denying people who LIVE AND WORK HERE basic rights like shelter. Even then not even allowing alternative shelter in city limits. The fact that this is up for discussion is absurd. Anyway we’re all aware of the housing crisis that exists in our town. Entire families of five living in vehicles. We must allow them to exist here.
Add Attachment	*Field not completed.*

Email not displaying correctly? View it in your browser.

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Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Letter of support for Alternative Dwelling Overlay District Pilot Program

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Sep 20, 2022 at 3:04 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Sam Van Wetter** <[redacted]
Date: Tue, Sep 20, 2022 at 3:03 PM
Subject: [Commission] Letter of support for Alternative Dwelling Overlay District Pilot Program
To: <commission@grandcountyutah.net>

Hello Commissioners -

This letter is in regards to item 17A on tonight's Grand County Commission meeting agenda, regarding the Alternative Dwelling Overlay District. **I urge you to approve the ordinance.** As you know, our Grand County Planning Commission has been working steadily towards finding a solution to housing scarcity and this is a promising step toward redressing the issue. It would make a tremendous difference to a vast number of service and seasonal workers, while maintaining a high quality of life for residents.

When I first moved to Moab, I worked as a guide for an outfitter. I camped in my vehicle at the headquarters, using the guide kitchen, bathroom, and laundry services to stay fed and clean. However, it was made abundantly clear to us that this arrangement was against County Code and there was risk to the company in allowing us to sleep in the lot. **This ordinance would create a pathway to legitimize such arrangements, helping to assure the safety and dignity of Moab-area workers.**

Thanks for your consideration and attention to the matter.

Sincerely,

Sam Van Wetter

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Sam Van Wetter *(he/him)*
303.304.7716
ruralutahproject.org

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Alternative dwelling proposal

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Sep 20, 2022 at 2:55 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Moabkiley** <[redacted]>
Date: Tue, Sep 20, 2022 at 2:52 PM
Subject: [Commission] Alternative dwelling proposal
To: GC Commission <commission@grandcountyutah.net>

I truly believe this proposal will cause serious problems and have enormous impacts on the community. I've seen what happens when a homeowner has multiple RV's in their backyard looming over their neighbors fence it's happening right now to a friend in SV. An increase in noise, no more privacy in your yard, and a shared driveway now congested with numerous cars all day long.
I have another friend dealing with the same situation but in SJC/SV, her neighbor has opened up their backyard to multiple RV's.
This is really setting a bad precedent, whose going to enforce the rules whose going to make sure everyone is on the up & up? Is the county going to hire more code enforcement officers?
This will exacerbate the illegal nightly rental problem.

Kiley Miller



--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Alternative Dwelling Overlay

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Sep 20, 2022 at 1:39 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: <[redacted]
Date: Tue, Sep 20, 2022 at 1:34 PM
Subject: [Commission] Alternative Dwelling Overlay
To: <commission@grandcountyutah.net>

Dear Grand County Council:

I'm writing to you in hope that you will pass the alternative dwelling overlay.

Our county is undergoing a transformation that is pushing aside some of our hardest working citizens. While the new ordinance is not ideal for our company it is a path to a legitimate housing solution for 26 employees.

I came to Moab as a river guide living in a tent at lions back campground. Over the years I have seen the availability of rentals disappear, especially for seasonal workers. It took me ten years to establish myself in the community. If I had come to Moab today, I would have turned around as the pursuit of happiness has been strangled by ordinances.

When the county passed its updated no-camping ordinance in January of 2021 clarifying an existing ban on camping outside of established, permitted campgrounds, officials acknowledged the housing crisis and said they didn't want to use the rule to cite members of the workforce unable to find stable housing.

Many local businesses, as well as government entities, have struggled to recruit and retain employees because those workers can't find places to live.

After several Moab trailer parks have been emptied to make way for new development housing advocates are struggling to help people find places to live.

These statements from the sun news are but a few problems we are facing in the housing crisis. There is an immediate need for a solution. Our solution of allowing guides to camp on private property in a location that harmed no one with standards above Willow Springs or the La Sal's was apparently not acceptable. We have followed the county's advice and worked with the planning commission to find an acceptable solution.

The planning commissions solution tries to cover both commercial venture camp parks and employee housing. While they have done a thorough job of melding the two ideas together, I feel there was room for both a long-term camp park and an ordinance that would have allowed seasonal workers to continue camping. I do not think the 150 unit pilot is a large enough effort considering the demand that currently exists.

The planning commission seems to have acknowledged the fears of long-term residents' concerns to maintain the rural, uncongested lifestyles and neighborhoods by giving the council the ability to approve or deny the whopping 150 units.

By not acting the County is passing the buck. Pushing the problem onto public lands is the same, not in my backyard, mentality that got us in this situation. When you push all these people out you destroy that culture. It's a part of Moab that's being diluted. The community of seasonal service workers are a cultural element that when lost will permanently change the character of Grand County.

The service-based industry that drives our local economy is labor intensive. Passing this overlay would be a small step in supporting that industry. Economic diversification of attracting new industries is going to be a hard sell if the county shows little interest in supporting the current industry.

I look forward to discussing this with you and hope that you will pass the alternative dwelling overlay.

Thank you for considering this request,

Brian Martinez

NAVTEC Expeditions

321 N. Main Street

Moab, Utah 84532

navtec.com

[redacted]

[redacted]

[redacted]



--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Sep 19, 2022 at 7:57 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: <noreply@civicplus.com>
Date: Sun, Sep 18, 2022 at 11:24 AM
Subject: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form
To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is:https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

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Email Address	[redacted]
First Name	Patricia
Last Name	Tyler
Name of Organization you represent (if applicable)	*Field not completed.*
City	Moab
State	UT
Zip	84532
Comment:	General Public Comment

Other:	Alternative Dwelling Overlay District Pilot Program
Commission Meeting Date	9/20/2022
Please provide your comments below.	Dear Grand County Commission, My name is Patricia Tyler and I moved to Moab,UT over 20-years ago. What brought me to this area was the beauty and wildness that surrounded the town of Moab. Within my 20-years of living here, much like everyone else, I have noticed a drastic amount of change, both good and bad. Between climate change that is drastically impacting the community between lack of water, 106+ degree days, and monsoonal rains flooding the town of Moab — to a drastic influx in visitors and visitation to our surrounding National Parks— Moab is at a turning point! And it is critical that we put into place policies and programs that benefit the community on a long term basis. I ask you Commissioners: — What do you want Moab to look like in the next 10-15 years? —Where do we house more teachers that are need in Grand County, as the schools begin to grow as more and more people move to Moab? — Where do hospitality workers live, that are critical in the growth and development of Moab? — Where is the Alternative Dwelling Overlay District Pilot Program to take place? — What neighborhoods will be impacted? — How does the Alternative Dwelling Overlay District Pilot Program impact the long term Grand County Master Plan? — How are you going to manage this program? Will you need to hire more staff to in-force the Alternative Dwelling Overlay District Pilot Program? If so, how many new people are you planning to hire and when? – Who is the target audience that would live in the Alternative Dwelling Overlay District Pilot Program? — Does this Alternative Dwelling Overlay District Pilot Program help any of the issues being presented? With growth, comes growing pains and what Moab is experiencing currently isn't unique to Grant County. Look at Park City, Jackson Hole, Telluride, and I could keep going down the resort town list. The point is, when putting into place a Pilot Program is critical that you are transparent with the community. As we all want what is best for Moab. We all want to see this place grow and thrive. However, we have to take into consideration the goal and purpose of the Alternative Dwelling Overlay District Pilot Program. Please before you put into place the Alternative Dwelling

	Overlay District Pilot Program, you take the time to answer the questions the community is presenting and you consider what you want Moab to look like in 10-15 years! Thank You
Add Attachment	*Field not completed.*

Email not displaying correctly? View it in your browser.

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Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Alternate dwellings

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Sep 12, 2022 at 5:24 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **monk monk** <[redacted]
Date: Sun, Sep 11, 2022 at 4:30 PM
Subject: [Commission] Alternate dwellings
To: <commission@grandcountyutah.net>

Dear Grand County Commissioners,

I am opposed to the plan to allow “alternate dwellings” on properties in Grand County. When I bought my house, I accepted a 30 year mortgage. I did the research on zoning. I had a reasonable expectation of what my neighborhood should look like in the future. The high density overlay has already negatively impacted the rural nature of Spanish Valley and my home.

Now, I find occupied 5th wheels and junk buses in my neighbors’ backyards and in the **second homes** in the neighborhood. Who wants to open their shades in the morning and find someone brushing their teeth outside their bedroom window or **pissing** on their fence? This is happening now in Grand County in my neighborhood.

The problem is that residential neighborhoods are no longer residential. They have become business districts for VRBO’s. That is not what I bought into with my 30 year mortgage. I made a long term commitment to existing codes, covenants, and laws. I made an investment into my community. I want to feel safe and know my neighbors. I did not buy into a large dense city with strangers living nightly next door. It's not a residence if it's a nightly business. It's a hotel. Why do we even have residential zones if the zoning isn't enforced? Do you honestly think you can enforce new dwellings when there is no oversight on the existing violations?

I ask you, who can afford a second home that they only spend a combined total of 2 months a year in? They don’t shovel their snow in the winter or pull their weeds in the summer. These people should be taxed even higher than they currently are to help pay for the crisis that they are creating. These are homes that local workers need that are sitting empty most of the year. Make it more difficult to own a second, third, or even fourth home here. Use the increased tax revenue to give rebates to long term renters (not the landlords) and hire more enforcement officers. Obviously current enforcement officers can’t keep up with existing violations.

Yes, there is a housing crisis and many long term residents are being forced to leave. Many new workers can’t afford to move here. Long term residents are opposed to increased density because we've already made an investment to live here. We can't just pack up and leave to buy another

home somewhere else. We shouldn't have to watch our taxes go up while our neighborhoods decline. We certainly can't afford second homes.

The way to stop this is to go to the root causes: houses sitting empty so that the elite can have a “place in Moab” and neighborhoods becoming business zones.

Thank you,

Nancy Allemand

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net

8-7-22

Grand County Planning Commission and Staff,

I have a lot of thoughts, ideas, opinions, and questions regarding the creation of long term camping solutions in the county. I attended the community workshop last week and voiced some of them and I thought it may be easiest to submit a document detailing things both from the meeting and more. (If the current edition of the LUC writing has been updated since Wednesday, I have not had a chance to review it so some of these points may have already been considered and/or incorporated.)

1 - First thing I want to address is the idea that people have brought up of allowing RV's to be considered as ADU's. We all know the building inspector is against this. I want to give some insight from my professional experience why RV's should never be considered for ADU's.

RV's are not built to a code that allows specifically for long term permanent living which is why they are called Recreational Vehicles. They are built to codes that don't conform to building code standards. With an ADU, the building has to be held to certain standards or it isn't allowed to be lived in. The problem with RV's is that the definition of an RV is too broad, encompasses tons of different types of builds, and they do not hold up to longevity like a permanent structure. I have personally seen RV's with rotted out floors and walls, missing doors and windows, lacking heat and A/C, no usable plumbing inside for sanitary or cooking purposes, and others with features falling apart or missing. Tent trailers and the like are considered RV's as well and I have seen home-made RV's built with no building code in mind. I have seen ambulances, semis, and school buses converted into RV's as well. The point I make is that there is no way to regulate the style, type, age, condition, usability, functionality, and aesthetic pleasure of an RV so to allow that unknown type of structure to be used in a residential ADU situation would not be a good thing in my opinion. It causes headaches for neighbors, health department, and others to constantly have to monitor and respond to complaints about the living situation that an RV ADU would create. Granted some home owners would use lots of discretion in allowing certain people to live at the property but not all home owners because sometimes the income is more important than the complaints they would receive. It just doesn't seem reasonable and functional to allow this type of use as an ADU with all the issues that it brings.

2 – Here's a question, if you don't require a bathhouse to be built as part of the approval of long term camparks, where are the Van-lifers, tent campers, and RVers without usable plumbing going to go? If it is a volunteer option, then most if not all would probably deter the costs of putting them in. My long term park in San Juan County, and Dan Stott's Contractors Roost as far as I know, do not provide facilities to tenants. I provide no public bathrooms, showers, or laundry. Everyone has to be self contained. So without a requirement for bathrooms and showers to be built on site, anyone who wasn't self contained would still have to rely on other businesses to do their businesses. They gain a place to sleep but can't utilize the water and sewer hookups that are provided. The other option is that anyone not-self contained gets denied residency at the long term park and are left to camp illegally or on public lands still. Does this accomplish the goals of the LUC?

3 – I brought this up at the meeting but is the LUC concerning these development going to have specific property zones or zoning attached to it so property owners know if they can apply for the use? In addition to that, are we going to consider these types of developments in any/all residential zones. The density is much higher than allowed density for residential zones so is that going to become a detriment to neighborhoods, ie traffic, noise, smell (sewer smell), etc. I mention smell because sewer smell from the RV itself or the sewer hose can be an issue to consider. Sewer hoses sun rot, dripping and spilling sewer isn't uncommon given the year and condition of the RV

4 – RV Parks/Campgrounds are usually considered commercial businesses given their nature and non-allowance to have RV's considered as dwelling units. Are we going to consider them businesses? Will they require business licenses? Will properties have to be upzoned to commercial to allow for them to be built? Will property taxes be adjusted like all other Camparks in operation?

5 – I completely disagree with the idea of having an Overlay District as the process for approval. There is too much subjectivity given as to whether a property owner can do it or not. For instance, property owner on street A applies and gets approval for max density for his acre of property. His back fence neighbor loves the idea and applies for the exact same density on his acre but he lives on street B and his neighbors don't like it so he gets denied. There is no difference in the property rights of each individual and yet one gets denied because some people voice out against him. This will lead to spot zoning and isn't fair for property owners or potential property owners looking at land in Moab.

6 – If you do conditional use as the way to approve it, could you set a CAP on allowed units initially to make sure that people do build stuff out in a timely manner and see what the effects are as well as what the supply and demand are? Conditional use is still monitored for compliance so property owners would still be under some control as far as operations and compliance.

7 – I think 8 units per acre is a good density. A lot of RVers that live full time across the country buy larger RV's – 40 foot is not common. A 30' x 40' RV site meets the 1200 sq ft size that is mentioned in the county. I recommend this be the minimum size. What I have found is that resident RVers (9+ month stays) tend to have a lot of stuff. I have year round residents that have lived in Moab for decades and several seasonal workers that come for up to a year. Some have multiple vehicles, toy trailers, cargo trailers, side by sides, etc. They aren't just there for a few nights and then leave so ample space is nice to have.

8 – I don't think that there should be any allowance for under 30 day stays in the language of the LUC. Personally, I think guide services and business can afford the rent payment for a monthly slot even if they only have workers on the weekend. I have standing rental agreements with some businesses that pay for the spot whether it is occupied or not because if they have an immediate need for housing, they know they have something. I also have a hotel that stages their own fifth wheel in a spot. They use this as a jumping off point for employees. New workers may live in the trailer for weeks or months until more suitable or permanent housing becomes available. If a business is paying $500-$800 a month for a long term spot, that is equivalent to 5-12 days in a nightly rental RV park here or 3-8 days in a hotel. The businesses can make it work financially without having to cause monitoring problems for the code compliance officer to monitor

9 – I also don't think that nightly rental situations will be too much of an issue. Right now it is a complaint based system so I feel like the other residents of the long term park would be immediate to disclose suspicious activity of rentals. I know my on site managers are always talking to our residents and seeing/understanding any issues that are observed by anyone.

10 – I am also not for property owners being managed by a county or housing authority for compliance for long term rentals. I do see how there could be some advantages taken especially by non-local owners though. I think locals, especially businesses, could and would use this tool quickly and efficiently to supply support for each other. The down side would be for non-local corporations buying up land and charging large rents to make huge profits off of our work force. I don't know how you can stop any of that from happening. I know people like Dan and I do it strictly to help housing options. Both of us could be making a lot more money doing what we do but it isn't always about the money for the right people. I could actually rent my spots nightly but I choose not to because I know housing is needed so bad and its frankly a pleasant type of business to operate.

11 – I think a tiny home needs to be defined very thoroughly in this discussion. I have seen it thrown around a lot and with several different meanings, pictures and structures. A tiny home as far as I know is a type of RV. It has wheels and is transportable. Some may have higher levels of building standards but not all. At the community meeting, I saw pictures of "tiny home" kit builds from like Home Depot and such. There are many types of structures out there that can be considered for these types of developments and I urge there to be strong meaningful definitions incorporated to allow for full transparency and understanding. Are they all RV types or are some built to county building code? Are some permanent structures? I do not allow for permanent structures in my long term park because it is a month to month contract and if I need to evict someone, I want to be able to have them out by the end of the month without having to demo a building that they built.

12 - Right now, I realistically don't see any NEW units coming on line until spring 2023. I think that gives a little bit of time to get this code written out efficiently instead of pushing incomplete code and trying to fix it later. We know that Planning has tons of other projects on board to work on so spending time on this and getting it close to right as possible would be the route I think should be taken since coming back to it in the future could be years out. Once a property owner chooses to do it, I would say a couple months of engineering and potential approval process will have to take place, just like a small subdivision. Then construction will commence which would take 3 weeks – 8 weeks or more depending on how many sites the plan calls for and how big the construction company is. Bill Winfield built 11 sites for me in about 7 weeks for instance after I had the building permit in hand. This does take a commitment from the property owner financially. I had to pay Rocky Mountain Power to upgrade my properties transformer on the street. I signed a new contract with Rocky Mountain Power for the additional power and my demand charge increased so even if I don't have full occupancy, I have higher utility bills. There are permit costs, engineering costs, materials and construction costs, impact fees, and more. I don't think we need to make it super complicated for property owners to seek this kind of use approval but we need to make sure our LUC is clean and descriptive so we get the type of development we want. On the flip side, I don't think we need to financially compensate property owners to build these types of units (No tax breaks or waivers). If Dan and I build them on our own free will because we understand supply and

demand, then others can take the same risks. I am waiting to bring 20 or more units online in the next 6 months if everything goes well.

My final comment might be offensive to some, but I just want to point out that this Grand County government is partly to blame for the whole long term camping problem. With the nightly rental moratorium and continued unwillingness to allow more campgrounds to be approved to meet current demand issues in the county, the prices of nightly rental campgrounds has reached crazy expensive levels. That brought in investment corporations that have bought out almost all local commercial RV Parks and campgrounds but mine. Those corporations are here just for the money and most of them have ceased doing long term rentals because they make more money on the profitable nightly rental stuff (I dare say 50+ long term units have ceased to operate in the last few years). There are also existing properties that have ditched the local long term renters in exchange for nightly rentals since their trailer park property was given the OAO zoning during the moratorium. I have taken on several evicted locals from those other properties over the years. Hopefully this LUC addition will find positive traction in the county to quickly reinstate the losses we have seen over the last couple years.

Reed Pendleton
Moab, Utah



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Anna completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net> Wed, Aug 3, 2022 at 3:38 PM
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Anna just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Unknown

Choose all that apply

Are you employed by a Grand County or Moab company?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let's do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased Traffic
Increased density will affect rural character/feel
Increased Noise

We would love to hear any additional comments or concerns that you may have. Please provide those below

Concerned about they type of housing. Currently have a car camping situation that is not managed near me. Do not want to see more of those, because it means more transient people passing through my neighborhood who don't always respect noise etc. would like spaces like this to be managed properly, not like a party scene, dirtbag scene next door. All these alternative dwelling need to be planned with purpose, intention to make and keep the neighborhood/building beautiful and rural-like. These types of neighborhoods need to be able to build community. They need gardens, small parks, space for small families, ability to walk around. No apartment complexes. Real (small) homes that people can see themselves living in for years. Most people just want a small piece of land to put love into. A patio, small patch of yard/flowers/garden. Something to enjoy and invite a friend over to enjoy. Even car camping needs to have this. I envision people taking advantage of these new types of dwellings and trying to fit as many people as possible onto a dirt lot, not cool. If it's a parking spot they need, make sure it come with a tiny plot of land to garden/grow things. Something that connects them to the land.

After hearing the information related to Long Term Camparks and Alternative Dwelling Communities...if you own property that you believe would be a great fit for this use, please provide the property's address, parcel number or location and contact information so we can evaluate and reach out if needed. The Planning Department is currently compiling a list of prospective locations where property owners are interested in developing this use.



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Dan Stott completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net> Thu, Aug 4, 2022 at 11:06 AM
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Dan Stott just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Commercial Zoning

Choose all that apply

Are you a business owner who employs more than two employees?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let's do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

No Answer

We would love to hear any additional comments or concerns that you may have. Please provide those below

My only concern is future ability to use property as Nightly rentals. Make Plentlies severe enough that property owners won't think about renting nightly.

After hearing the information related to Long Term Camparks and Alternative Dwelling Communities...if you own property that you believe would be a great fit for this use, please provide the property's address, parcel number or location and contact information so we can evaluate and reach out if needed. The Planning Department is currently compiling a list of prospective locations where property owners are interested in developing this use.

Contractor's Roost Rv Park 2380 S Highway 191 Dan Stott 435-260-1413



Elissa Martin <emartin@grandcountyutah.net>

[Planning] gary wilson completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net> Fri, Aug 5, 2022 at 9:43 AM
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

gary wilson just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Rural Residential

Choose all that apply

Are you employed by a Grand County or Moab company?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Overall against this idea, but would be okay with this type of housing in Commercial zoning districts

---

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased Noise
Increased Traffic
Increased density will affect rural character/feel

We would love to hear any additional comments or concerns that you may have. Please provide those below

this has no overlay map, so where does it apply. The plan changes all land use designations in the general plan just published. Density listed in the master plan all goes away. How can this be viewed as anything but degrading the character, value, and quality of life if this is allowed in residential areas. The idea of low cost housing is questionable, I would guess these rv lots will have to rent for hundreds a month to cover taxes, development, water, sewer, etc. I for see people buying a 1 acre lot and 8 rv units installed, renting them out at current market value. RV units are not designed for long term use, and in my opinion are the most wasteful in terms of heating a cooling a residence there is. How could the county enforce this? Seem there are many illegal rv units already. I think this would work in a commercial zone or such -- never residential. In the current form I oppose this, it is to vague.



Elissa Martin <emartin@grandcountyutah.net>

[Planning] concerned citizen completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net> Fri, Aug 5, 2022 at 3:27 PM
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

concerned citizen just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Rural Residential

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Overall against this idea, but would be okay with this type of housing in Commercial zoning districts

---

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased density will affect rural character/feel
Increased Traffic
Increased Noise

We would love to hear any additional comments or concerns that you may have. Please provide those below

at 4 units per 1/2 acre a person would be able to put in 8 units on an acre, increasing traffic and noise, also diminishing the rural feel of Spanish Valley that is not in the commercial corridor along Hwy 191. when we purchased our property there was a 5 acre minimum, and the rural feel of spanish valley was what we purchased. I believe the density should be kept to the commercial districts or plated subdivisions. putting auxiliary units randomly will devalue peoples property and hurt the rural atmosphere of spanish valley.

After hearing the information related to Long Term Camparks and Alternative Dwelling Communities...if you own property that you believe would be a great fit for this use, please provide the property's address, parcel number or location and contact information so we can evaluate and reach out if needed. The Planning Department is currently compiling a list of prospective locations where property owners are interested in developing this use.

I hope that neighbors to these properties will be able to voice and be heard their complaints and concerns. I have a neighbor who owns an acre with 2 units on it, this will enable him to add 6 more units to the property causing traffic hazards on a dead end street along with other issues. I have no problem with this being developed along 191



Jenna Gorney <jgorney@grandcountyutah.net>

[Planning] Alternative Dwellings meeings

1 me age

K Feary [redacted] Tue, Aug 9, 2022 at 9:49 AM
To: "planning@grandcountyutah.net" <planning@grandcountyutah.net>

Hi,

I attended the meetings on Thursday at Star Hall and yesterday.

I am encouraged by the thinking that has gone into addressing the issue of housing the locals. I like the ideas presented about camp parks and other facilities that would help seasonal employees.

What I find lacking is local housing for professions: medical personnel (nurses), educational (teachers), law enforcement,and first responders. We are loosing people who can fill these vacancies in these positions as they cannot find

affordable housing. There is a shortage of apartment complexes that would provide long-term housing at a reasonable rent. Cinema Court is a newest complex but we need more like that.

Please give this consideration in your deliberations about local housing. Thank you.

Karen Feary

Sent from Mail for Windows



Jenna Gorney <jgorney@grandcountyutah.net>

[Planning] JSB completed Community Housing Forum Survey !!!

1 message

'Grand County' via Planning2 <planning@grandcountyutah.net> Wed, Aug 10, 2022 at 9:46 AM
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

JSB just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I own my home/property

What zoning district do you reside in

Rural Residential

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Tentative, concerned about impacts to my neighborhood

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased density will affect rural character/feel
Increased Noise
Increased Traffic

We would love to hear any additional comments or concerns that you may have. Please provide those below

I like the idea of clustered housing, tiny house communities, apartments, etc, in the appropriate setting. I do NOT like the idea of RVs or trailers, campers, etc. either in a cluster (unless in a commercial zone) nor do I like the idea of allowing current residential areas with half acre (or more) lots to throw an RV in their backyard, driveway or side yard with or without appropriate hookups. It is not fair to home owners who specifically chose southern Grand County as their home because of the rural character of the neighborhood to be inundated with RVs or trailers.



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Comment in Support of Alternative Dwelling Communities and Long-Term Camp Parks

Ali hia Oliver aoliver@grandcountyutah net Wed, Aug 24, 2022 at 2 06 PM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

Here's another one!

Forwarded me age
From: [redacted] **@grandcountyutah.net** <commission@grandcountyutah.net>
Date: Wed, Aug 24, 2022 at 1:59 PM
Subject: [Commission] Comment in Support of Alternative Dwelling Communities and Long-Term Camp Parks
To commi ion@grandcountyutah net commi ion@grandcountyutah net

Dear Grand County Commission Members,

I am in full support of the proposed ordinance to amend Article 4 of the Land Use Code to establish a pilot program for Alternative Dwelling Communities and Long-Term Camp Parks as an Overlay District. I have seen this idea progress over the past few months and am impressed with the work that the Grand County Planning Commission had done to address this issue.

There is a sense of urgency for this to happen, as many members of our community want to live and work in this area either seasonally or long term. Allowing for Alternative Dwelling Communities and Long-Term Camp Parks will benefit local business and give a sense of security for many who chose to live in an alternative way. Thank you for your time,

Crystal Muzik

Moab, Utah

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

[Planning] ADU Communities - Please Consider

Anna S [redacted] Sat, Aug 6, 2022 at 11:51 PM
To: planning@grandcountyutah.net

I am writing concerning Alternative Dwelling Communities.

I own a quarter acre in the valley. I have a small house on my property (~900 sq.ft). I have lived in Moab for six years and have experienced unstable housing situations. I have been fortunate enough to attain property. I would like to use my space to provide for others in our community.

With my property, I have the potential to create multiple ADUs. From my understanding, current zoning allows for one detached ADU and one as part of the main house. I would like to have two detached ADUs on my property. This would allow me to provide housing to two community members.

I would like to provide micro-housing, where these ADUs are between 100-300 sq.ft. which suits the portion of essential transient community members and guides.

I would encourage the con ideration of individual community member and their de ire to create micro communitie on their property. I can't and don't want to create a camp park or a large ADU community. But I have the space to provide a small community. I would like to do my part with my small piece of land.

Thank you,

Anna Sprout



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Public Comment Alternative Dwellings

[redacted] Mon, Aug 22, 2022 at 10:34 AM
To: council@grandcountyutah.net, planning@grandcountyutah.net

I am writing in response to public comment on the Alternative Dwelling issue that is on the table for approval.

While I certainly support tiny home or manufactured home communities or better yet, apartment buildings in the appropriate location, my husband and I both strongly oppose allowing residents to put RVs, campers, tiny homes on wheels and or other makeshift shelters on individual properties even on a temporary basis. Scattering such living quarters over all of Grand County would make enforcement of proper sewage disposal, parking, noise, and lighting all but impossible. It makes no sense to scatter these dwellings in the back or side yard of houses into all the far reaches of this county Additionally, it is unfair to the many residents who chose a more rural setting on half an acre or more to suddenly have RVs parked in neighboring properties. At one point a neighbor of ours had three RVs parked in his back yard, (which happened to be our front yard) with two of them occupied. Frankly, if I wanted to live in an RV park instead of a nice house in a rural setting, I wouldn't have invested in a nice home in Grand County; I would have bought an RV and moved into a camp park. But that is not the lifestyle we and hundreds of other people chose when they decided to settle in Spanish Valley. Many of the folks out in Spanish Valley have lived here for decades and again, it is grossly unfair to spoil the rural setting they have spent a lifetime enjoying Increased density and the destruction of rural settings also lowers property values for those same people should they decide to sell. In finding solutions to the housing problems, you have to be as attentive and empathetic to the quality of life of those who have lived here for decades as you do to those who have moved in more recently or even temporarily. There seems to be an imbalance in this regard with many public officials putting the quality of life for car/van dwellers ahead of anyone else Many people choose van life and the kind of freedom it offers and wouldn't move into a community setting if given the chance unless they could live in their van AND have some amenities, but I don't think there is anywhere but a camp park appropriate for that situation. And do you believe that many of the people that you are trying to rehome can afford to pay rent for an alt dwelling or parking spot?

I have also seen an emphasis on houses and rarely heard "apartments" used when discussing housing. Many, many people aren't ready to own a home or even rent a home. They want a suitable studio or one bedroom apartment Why must all the emphasis be on homeowning, especially at a time when interest rates are rising at a pace that will price out many buyers? I also recognize that we are looking at housing for teachers, nurses and law enforcement, but many people move to Moab and discover it's not quite for them. Plus, it appears we are making good progress on this population and those who want to stay in Grand County with projects like Arroyo Crossing and Community Rebuilds homes I think we need more properties like Cinema Courts. The perfect location for such a project would be the site of the old Red Rock Elementary school, which has stood empty for far, far too long and should be sold or given up by the school district for housing. If this "alternative dwelling" proposal is, indeed, temporary, then why not negotiate with the school district to use this property temporarily? It would make enforcement easy and if it's "temporary" it wouldn't restrict the school district from selling the property down the road. In my opinion it's kind of immoral to have that piece of property sitting there for tourists to unload their side by sides or bicycles on and then ride away when the need for housing is so desperate. Another large tract of wasted land is at the Old Spanish Trail Arena The giant expanse of lawn out front is never used and could be the site of a great temporary RV or tiny home encampment. Again, if this is truly meant to be a temporary

move, that would be a perfect site. Even the back acreage that falls between Spanish Valley Drive and 191 is largely unused Why not put a temporary community there instead of all over Grand County? Again, one compact area to enforce appropriate code is easier than valley wide.

Finally, I was told by county officials that they didn't expect many residents would choose to put the alternative dwelling/RV on their property because the paperwork, approval process and fees would be prohibitive. However, I was quoted $750 as the fee. That is less than one month's rent that could be charged for one alternative dwelling. It's not a disincentive at all.

Please consider removing the ability to put RVs, trailers, huts, yurts or whatever on properties already containing a primary residence on .5 acre. It is not suitable, destructive to the rural setting of Spanish Valley, not enforceable and,quite simply, not fair to those who invested in Grand County and pay ever increasing taxes in Grand County.

Thank you for your service to the community.

Regards,

Janet Buckingham
Spanish Valley



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Employee housing crisis

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Aug 29, 2022 at 10:09 AM
To: Elissa Martin <emartin@grandcountyutah.net>

---------- Forwarded message ---------
From: **Travis Manuel** <[redacted]>
Date: Mon, Aug 29, 2022 at 10:06 AM
Subject: [Commission] Employee housing crisis
To: <commission@grandcountyutah.net>

Dear members of the Grand County Commission,

My name is Travis Manuel. I live in Moab and am employed at Navtec Expeditions. For the past 3 years I have been fortunate enough to procure housing by way of camping at the private property provided by Navtec.

That being said, this seasons proposal to end that form of housing has had us chomping at the bit to find any housing. I find that my solution was the camping I was allowed on said property. However, if that changes then options are limited for people like me. (There are many).

Thank you for you time and consideration on this matter. I hope that we can all work together to come up with a housing solution. Our current location or something similar. If we do not, I fear that many of the city's employees will not be able to come back to stimulate this economy.

Sincerely,

Travis Manuel

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Alex Miller completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net> Sat, Aug 27, 2022 at 9:28 PM
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Alex Miller just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I rent a home/room/apartment

What zoning district do you reside in

Rural Residential

Choose all that apply

Are you employed by a Grand County or Moab company?

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let’s do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased density will affect rural character/feel
Increased Noise
Increased Traffic

We would love to hear any additional comments or concerns that you may have. Please provide those below

Growth with in this valley is inevitable and is happening all around us. I really think its important to have a safe place for people to call home. It is clear to me by looking at any gathering of individuals, weather the grocery store, a free concert in the park, a sports game at one of the schools or a church on Sunday morning, that people come in lots of different catagories. To think that the idea of housing is the same for everyone is foolish. When I see the same van camped at a city park or the library all summer long it bothers me. Especially if an extension cord is running to a public building. We should create multiple, "non-traditional" places for people to call home and sleep safely. I believe the literature you've created thus far is a great starting point, and we need to start. The future is unpredictable but the present is very real.



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Workforce housing

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Aug 29, 2022 at 11:22 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Josh Panchision** <[redacted]
Date: Mon, Aug 29, 2022 at 11:21 AM
Subject: [Commission] Workforce housing
To: <commission@grandcountyutah.net>

Hello.

My name is Josh Panchision and I am a 4th year guide for Navtec Expeditions and year round resident of moab that stays down at the private property that belongs to John Williams, the owner of Navtec.
It has been brought to my attention that the commission believes that it is inappropriate for that property to be used as employee housing and I would like to make an argument against that decision.
I have worked seasonal guest service almost my entire professional career and have seen housing opportunities change over the last decade, and not for the better. With the introduction of Air BnB and the influx of in and out of state second home owners, I'm sure you are aware the how tight the short term rental market is in moab. Rent is inflated, opportunities are limited and many seasonal workers, and quite a few year round residents live out of vehicles as result.
The wages paid to many seasonal workers act on a bell curve, beginning of the season it is slow and the end of the season is slow with a period of non stop work 7 days a week during peak season. This makes coming up with first last and deposit for a room in a house increasingly difficult, especially due to recent inflation (if you can find a reasonable place at all). These factors among many make living out of a vehicle or tent appealing to (mostly young people) guides that might not be around for a full 6 month or 12 month lease.
I personally live full time in a class c RV, partially out of personal choice, mostly out of financial necessity. I might spend 4 or 5 night a month in my rv during peak river season since I work non stop on multi day trips. Why would I rent a room for 800$ a month, coming up with 2400$ to move in, when I spend so little time there?
If the question becomes related to quality of life, "we just want these people to have reasonable accommodations" out of the altruism of our heart, then abolish air bnb'S and stabilize the housing market. But you can't do that because those people own property and pay more taxes than guides and vote more often than seasonal workers. The individuals who come out and guide are fine with the lifestyle that comes with running rivers, canyons, and 4x4 trips commercially. Camping is a totally fine way to live, especially if it's during the summer season. Who are we hurting? A bunch of guides living in a swamp do literally no real harm to anyone. We are just trying to make a living and drive the local economy which is TOURISM BASED i.e guided trips into the beautiful backcountry that we all enjoy.
Disbanding a resource like the property I stay on will push people farther out of town, congesting traffic and public lands that are already over used.
I would like to sum my thoughts on this matter with the following.
- you are actively working against local businesses by not being flexible regarding employee housing in a tight housing market.
- you are literally kicking sons and daughters out of a safe place to stay (I doubt any of the commission has ever worked seasonally or lived out of your car nor had to worry about a safe place to sleep).
- you are pushing out and away seasonal workforce which is the driver of the local economy.
-you are actively going to make peoples lives harder by taking away a resource for living, I always thought civil servants were supposed to help the people in their community.

I am poised to leave on a 3 week work trip in the grand canyon for the USGS. I will be unable to reply to any messages until I get back. I do expect a response and further conversation regarding the matter.

Thank you for your time.

Josh Panchision
[redacted]



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Navtec Living Situation

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Aug 29, 2022 at 10:55 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Ethan Smith** <[redacted]>
Date: Mon, Aug 29, 2022 at 10:41 AM
Subject: [Commission] Navtec Living Situation
To: <commission@grandcountyutah.net>

My name is Ethan Smith and I work at Navtec Expeditions. Currently Navtec is providing us a piece of land that we call “The Swamp,” just west of the waste water treatment center. Providing “housing” for workers in a town where rent has been hiked to ridiculous amounts is essential for our livelihood. We help empower the tourist industry that makes Moab the lively town it is today. What Navtec provides us with isn’t much but it’s enough for all of us to live out of our cars and trailers, form a community, and have a reasonable commute to work. The county trying to strip this away from us is an extreme act of overreach and extremely damaging to the entire workforce of one of the longest running family businesses in the town of Moab. I seriously hope you reconsider your actions and stand with the working people that help make this town the beautiful place that it is.

Sincerely,
Ethan Smith

Sent from my iPhone

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] The swamp an oasis in the desert.

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Aug 29, 2022 at 10:56 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Kj Nielson** <[redacted]
Date: Mon, Aug 29, 2022 at 10:47 AM
Subject: [Commission] The swamp an oasis in the desert.
To: <commission@grandcountyutah.net>

Hello my name is kj. I work at navtec expeditions and live in the swamp. This is the 4th season I've spent working and living in moab, my second with Navtec. I grew up in Spanish Fork buy my dad grew up here in moab. Moab has always been a big part of my life. When I first decided to stay in moab back in 2017 housing was tricky. I have a dog and it's made housing extra difficult for me. So I decided to move into my truck and live to dirt bag life. It worked well until the winter but it became difficult so I was forced away for the season. When I returned a few years later housing had become next to impossible and the effort stress and ubsurd expense of rent drove me back out to the desert with my truck. When I began to work at navtec and started staying at the swamp my entire life changed. I finally had a place that was mine and in town. No more commuting out to middle of nowhere everyday hoping there's a spot or blm hasn't ticketed my truck. I can now walk to anywhere I need to go. No more stress of where I'm gonna sleep the next night my life improved greatly. I've personally put much effort into clearing and improving the swamp into a safe place for all my coworkers to come. The community there is amazing everyone looks out for each other. It's more a family then anything. The swamp is a special thing here in moab a safe haven, an oasis in the desert. It allows those who have traditionally struggled to survive in moab actually thrive. It levels the playing field for those like me who have struggled to have a place to call there own. A safe place to come back to every night.

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Aug 29, 2022 at 10:43 AM
To: Elissa Martin <emartin@grandcountyutah.net>

---------- Forwarded message ---------
From: <noreply@civicplus.com>
Date: Sun, Aug 28, 2022 at 4:30 PM
Subject: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form
To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is:https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

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Commission meetings are live streamed on YouTube on the Grand County Utah Government channel. https://www.youtube.com/c/GrandCountyUtahGovernment

Email Address	[redacted]
First Name	Mary
Last Name	Mitchell McGann
Name of Organization you represent (if applicable)	*Field not completed.*
City	Moab
State	Ut
Zip	84532
Comment:	Other Topic:
Other:	Alternative dwelling overlay

Commission Meeting Date	8/23/2022
Please provide your comments below.	I have been listening in for sometime about that alternative dwelling overlay. I felt obligated to comment after hearing a particular commissioner ramble on about negative comments as well as every other excuse to shut this down. The housing crisis has been such a struggle for many of my friends and family. It has a strong part of my heart. As a local for 24 years I want my kids to get to grow up with their families here. I don't want them to feel like they have to move to start their lives. I hear a lot of talking about this subject but not a lot seems to happen and I think most of it are because of commissioners like this lady that went on and on about all the negatives. Let me tell you about the positives, campers are essentially tiny homes with a bathroom, kitchen and a place to shower. I think these amenities we don't appreciate when we have them ourselves every day. But imagine someone living in the car they need to go to a store to go to the bathroom they need to go to the pool to get a shower they they need to start their vehicle every time they want to get warm or cool. We all know many families have been displaced from fires, floods and trailer parks being shut down. It feels like everything just keeps closing in with no hope. I know there's 1 million reasons to say no, why because people don't want to see the reality, they don't want to see campers. But it's happening now and it's not going to go away, so why don't we make it sanitary. Give property owners the opportunity to have hook ups so that there is proper sanitation. Give our workforce a chance to work and live here with dignity. Winter will be coming before we know it and many families have a lot to worry about, let's get this passed, we can't table it for another year. Our town is in your hands, please do the right thing.
Add Attachment	*Field not completed.*

Email not displaying correctly? View it in your browser.

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Alternative Dwelling Ordinance

Alishia Oliver <aoliver@grandcountyutah.net> Mon, Aug 29, 2022 at 11:50 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Charlotte Bethurum** <[redacted]>
Date: Mon, Aug 29, 2022 at 11:49 AM
Subject: [Commission] Alternative Dwelling Ordinance
To: <commission@grandcountyutah.net>

Grand county council,
My name is Charlotte Bethurum and I have been a full time resident for six years and an employee at NavTec for five years. I cannot begin express how important it is for our employees and myself to have that land to camp on. Employee housing is non existent and seems very low on the priority list. Finding housing for rent is extremely difficult and too expensive to make a living for anyone. BLM camping is too far from town and has no access to necessary resources. I do understand that there are many difficult issues at hand and cannot be solved immediately but there are ways that can temporarily solve this issue. I believe we should be able to legally camp on John Williams private land with the overlay ordinance allowing an employee camp park. It would be close to impossible without this to support our incoming and seasonal workers, which are the backbone of our community and tourism. We, as a community, Need to provide some grace to all of our workers in Moab, whom are unfortunately the lowest on the pay scale. Please try to step into their shoes. We NEED them just like they need you!
Thank you for your time and consideration.
Charlotte

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Please don't kick us out!!

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Aug 30, 2022 at 8:00 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Paul Sorensen** <[redacted]>
Date: Tue, Aug 30, 2022 at 7:41 AM
Subject [Commi ion] Plea e don't kick u out!!
To: commission@grandcountyutah.net <commission@grandcountyutah.net>

Please don't kick us out! The swamp means everything to us! Because of the housing crisis a lot of us cant afford housing out here, even with working full time jobs or more. Having the swamp gives us a place to stay and feel safe. It gives us an opportunity to make amazing friends and it also allows us to be fully rested so we can give back to the community buy giving them amazing guided tours with Navtec I mean would you rather see a bunch of young adults living around town in their vehicles, or even tents, causing an eye soar for the community and hurting the employers that hire them. Or would you rather have all those people in one spot kind of like a camp ground that can be managed and keeps them from sleeping around town.

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Re: Navtec housing.

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Aug 30, 2022 at 7:58 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Blaine Reniger** <[redacted]
Date: Mon, Aug 29, 2022 at 5:59 PM
Subject [Commi ion] Re Navtec hou ing
To: <commission@grandcountyutah.net>

On Mon, Aug 29, 2022, 5:56 PM Blaine Reniger <blainereniger90@gmail.com> wrote:

> Hello, I am a long time employee of Navtec expeditions. I'm a backcountry guide for them in the National Parks here. I'm al o a local Moab hi torian, local author, and radio ho t of the Moab Hi tory Hour on KZMU radio
> On the subject of employee housing, we as guides and those who work the tourism industry here in Moab feel really let down by our local government over the possibility of us looking our housing here.
> Let me just state a few things for you with hopes you understand.
> 1) Touri m in the ba i of the economy in all of Grand County However, our local government eem to care more for the tourist than the ones making it all possible.
> Allow me to educate a little history here. In 1952, Charlie Steen discovered the Mi Vida uranium mine that sparked the Uranium Boom of the 1950s. At the time, only 1200 people lived in Moab. Within months, town population tripled.
> The e miner were working the boom indu try had no hou ing, they were living in camper and car and doing what they could to pursue their passion of mining. Charlie Steen saw this housing crisis and took action and built whole neighborhoods for employees of the Uranium industry.
> We employees of the tourism boom are in the same boat. We live in RVs, campers, vans, and whatever other means, ju t to get by o we can be here where we love to be and do what we are pa ionate about doing
> Given the choice, I'm sure most of us would prefer a house to live in, however, housing in Moab is so expensive and we can't afford it. Local government and housing market make that impossible.
> IT IS NOT THE RESPONSIBILITY OF A LOCAL BUSINESS TO PROVIDE HOUSING BECAUSE ITS EMPLOYEES HAVE BEEN FAILED BY THEIR LOCAL GOVERNMENT THIS WILL ONLY HURT LOCAL BUSINESSES FINANCIALLY!!!!!
>
> 2) WHAT WE ARE DOING IS NOT CAMPING.
> Everywhere I read about thi i ue you all call it "camping" We are not camping, we are LIVING THIS WAY Thi i all we have so we can be here.
>
> 3) Realize this. Think about it.
> IF WE ARE FORCED OUT OF OUR LIVING SITUATION, MOST OF US CAN NOT AFFORD TO LIVE HERE There' already an employee shortage in local tourism business and also the local NPS staff.....Why? Because housing is too expensive. Simple.
> Allow us to stay where we are.
> WE are the one the touri t ee everyday
> WE are the ones carrying the local economy on our backs.
> WE are the ones who want to be here. And educate ourselves, and have a passion for true Moab. Moab isn't on the city streets or office buildings, it's out there in the wild where we work everyday doing what we are passionate about.
>
> You can allow us to stay, or build us employee housing. That would be the best outcome.
>
> Trust me, if I could be another Charlie Steen and build whole neighborhoods for employees of the current boom, I would
>
> We are asking for you to PLEASE allow us to stay where we can live the way we have to, and be safe.
> Thanks, Blaine Reniger



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] People Need A Place To live.

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Aug 30, 2022 at 11:28 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

[redacted]

[redacted]

[redacted]

[redacted]

On 8/30/22 8 41 AM, Cole Scott wrote
> Hello, my name is Cole Scott and I am one of the many river guides
> that work at Navtec and the know the piece of land (the swamp) very
> well. I am fortunate enough to find another place of stay during my
time here But ure enough if i were not a lucky a I am, I would
> definitely be one to call the Swamp my home. A lot of guides rely on
> the swamp not only as a home, but also a kitchen and social area.
> People share meals there and watch out for each other. If this was not
available, then everyone would be forced to part way in one form or
> another. I understand that from an outside view it doesn't look like
> much, but people rely on this area as a safe haven. If the Swamp was
> taken away then a lot of peoples lives would change, for the worst.

[redacted]

Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532



Elissa Martin <emartin@grandcountyutah.net>

[Planning] Rachel Fixsen completed Community Housing Forum Survey !!!

'Grand County' via Planning2 <planning@grandcountyutah.net> Tue, Aug 30, 2022 at 12:50 PM
Reply-To: Grand County <notifications@engagementhq.com>
To: planning@grandcountyutah.net

Rachel Fixsen just submitted the survey Community Housing Forum Survey !!! with the responses below.

Where is your long term residence

Grand County - Moab Area and Spanish Valley

Choose one

I rent a home/room/apartment

What zoning district do you reside in

Unknown

After learning about the proposed Alternative Dwelling Communities initiative, what is your overall opinion?

Love it, we need this type housing in Grand County, let’s do this!

What are your biggest concerns about Alternative Dwelling Communities being allowed? (rank 1 to 3, one being the biggest concern and 3 by your least concern)

Increased Noise
Increased Traffic
Increased density will affect rural character/feel

We would love to hear any additional comments or concerns that you may have. Please provide those below

I think it's important to provide housing solutions for both low and middle income Grand County residents. I do worry about the longevity of trailers and RVs--as someone mentioned in the town hall, these types of dwellings are not meant to last forever. We heard wonderful stories from RV campground owners about people who have used this housing typology as a stepping stone to get into more stable, long term housing; we've also seen, as aging trailer parks in town have been bought and emptied by developers, that many people end up for years in trailers, RVs, or other types of homes that are meant to be temporary. These kinds of dwellings can be the best solution for many types of workers and residents--guides; seasonal workers; young, single people; small families with young children; or possibly retired folks. That covers a lot. But there are a lot of people for whom this is not an ideal fix, and our market is also lacking solutions for them. I know our county planning staff have emphasized that this ordinance is just one housing solution to be combined with other approaches. I appreciate that sentiment and want to add support for it--this is a good idea, and there have to be other fixes as well.



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] ADO support

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Sep 6, 2022 at 8:06 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Holly Lammert** <[redacted]>
Date: Mon, Sep 5, 2022 at 10:01 PM
Subject: [Commission] ADO support
To: <commission@grandcountyutah.net>

Dear County Commision,

I am writing to you in support of the ADO, the Alternative Dwelling Overlay that has passed the County Planning Commision.

As a teacher at the high school, I found myself starting the year without a place to live. I looked into many options, including a downstairs basement without access to a kitchen for $1000/month. None of these options worked out, and it has brought to my immediate experience the need for more housing options in Moab for people who live and work here.

Therefore, I am supportive of businesses and organizations being able to legally offer places for their workers to live. This affordable and low-impact way empowers community members and provides safer living conditions.

The more options that people have to live safely and contribute without feeling "illegal" will strengthen our community.

Thank you for your time.

Sincerely,

Holly Lammert

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Regarding The Swamp

1 me age

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Sep 6, 2022 at 8:10 AM
To: Jenna Gorney <jgorney@grandcountyutah.net>, Elissa Martin <emartin@grandcountyutah.net>

---------- Forwarded message ---------
From: **Paul Clark** [redacted]>
Date Mon, Sep 5, 2022 at 9 48 AM
Subject: [Commission] Regarding The Swamp
To: <commission@grandcountyutah.net>

Dear Grand County Commission,

Hello, my name is Paul Clark. I am a resident at The Swamp. Mr. John Williams private land located at 1089 W 400 N. This is my first season as a River Guide. I have been living the bicycle commuting life in Denver, CO since 2011. So having a space a mile from work with a community that is very supportive was helpful. It was an easy sell with a limited renting market.

I am a new resident here in Moab and I understand it has seen a lot of change in the past 5 years. Like most places in the southwest United States. Population is on the rise. Where is the balance to support the demand for healthy land, water, and air management practices in this already stressed desert environment? Along with tourism to be one of the leading revenues for Moab, UT and the majority southwest United States.

The swamp is some of the last land that has not been developed yet. I think for NAVTEC to create the appropriate facility, with minimal wetland impact, to support employee short or long term living. It would help the NAVTEC community to keep supporting the greater Moab community through outdoor adventure and education.

Thank you for your time,
Paul

--
Ali hia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259 1342
aoliver@grandcountyutah.net



Jenna Gorney <jgorney@grandcountyutah.net>

Fwd: [Commission] Please approve Alternative Housing Overlay

1 me age

Alishia Oliver <aoliver@grandcountyutah.net> Tue, Sep 6, 2022 at 9:11 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: **Kya Marienfeld** [redacted]
Date Tue, Sep 6, 2022 at 8 50 AM
Subject: [Commission] Please approve Alternative Housing Overlay
To: <commission@grandcountyutah.net>

Good morning, Commissioners,

I am writing today to encourage you all to please approve the Alternative Housing Overlay ordinance that has been recommended to you for approval by the Planning Commi ion I have followed the proce of crafting thi ordinance from the beginning and I have seen it develop into a workable, dynamic ordinance that will have a huge impact on alleviating some of the larger and more immediate pressures of our local housing and workforce crisis while including smart backstops and enforcement/ oversight mechanisms to protect existing quality of life in neighborhoods throughout Grand County I even believe it will actually make enforcing illegal overnight rental and camping *ea ier* than it i now, which we also very much need!

I strongly believe that this ordinance is absolutely ESSENTIAL to protecting our community, making sure we have a functioning economy, and keeping our town and valley a place where our kid , familie , and bu ine e are trong and resilient.

Thank you very much, I appreciate all you do,

Kya Marienfeld, Moab City Planning Commission Chair

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net

Dear Grand County Commission,

I have been a resident of Grand County for 16 years and have owned property here for over 22 years. I would like to provide feedback on the proposed Long Term Camp Parks ordinance. First of all, I think a Long Term Camp Park is a great idea to help house people who cannot attain housing at a reasonable cost or any cost. I have great sympathy for anyone in this situation. For years I have generously contributed to charitable organizations who help people in this situation. I, however, must oppose this ordinance as it is currently written, for a number of reasons. I am specifically speaking about parks allowing mobile residences, such as trailers, recreational vehicles and vans.

The ordinance does not clearly state the criteria for allowing such parks in residential neighborhoods. What exactly constitutes a “major Collector street”? Are Department of Transportation numbers used in determining this? Who decides the other criteria, such as noise, nuisance impacts, benefits, etc.? Does the surrounding community have any voice in the findings or approval of applications?

The development standards are important but will be expensive for most property owners to implement. If it is too expensive to rent, it will not alleviate the current housing situation. Additionally, there are currently an estimated 50 to over 100 residential mobile dwellings already operating illegally in Grand County. I have been informed by the Grand County Compliance Officer that he has been instructed to “Not enforce” the code regarding illegal camping. I was appalled to learn this, given the problem that has been repeatedly cited by various agencies, including the Public Health Department, regarding illegal human waste disposal in the area. Last year a man living in his trailer was investigated for dumping raw sewage into Pack Creek. A friend of mine had repeated raw sewage backups in her basement. She said the workers investigating the problem found a large hose from a recreational vehicle blocking the sewer pipe. This can occur when a person illegally tries to dump sewage in a manhole. Members of the Moab Area Watershed Partnership have been told yearly of the elevated numbers of E Coli bacteria and other pathogens being detected in our creeks and springs. The recent widespread flooding certainly did not help this situation. Every person I know has observed human waste from nearby illegal campers. We have also observed illegal campers who have built fires during the height of the summer fire restrictions. Why enact ordinances if they are not going to be enforced?

I also have to ask the question, why would someone who is not paying for water or sewer services now, want to suddenly pay for them if an ordinance allows them to do so? I believe that is very naive. I would like to see more people like Dan Stott develop a camp park, but I believe most people will just try to illegally place more trailers on their property without complying with the ordinance. The current Code enforcement system requires individuals to make a personal complaint. Even if it is purportedly anonymous, this does not work. People are afraid of retaliation and retribution.

I have many wonderful friends who have chosen to reside in a mobile dwelling. Unfortunately, not all people who who do so are law abiding.This can require repeated visits from law enforcement officials. Mobile dwelling parks also have problems with fires from faulty equipment. I have known of people who house children in units without adequate air conditioning or heating.

All of these issues lead me to suggest that this proposal be re-written and incorporated into the future Grand County Land Use Code, where it can be reviewed by the Citizens of Grand County.These camps should be located in areas designated as commercial.The owners should be required to get a business license and be taxed. I would suggest increasing the number Code Enforcement Compliance Officers to properly enforce these facilities.

If you do not want to evict people presently living in in illegal dwellings, then perhaps the County Commission can temporarily enact a code waiver for one year allowing one mobile dwelling per property. The property owner could be required to obtain a business license and be taxed accordingly. They should be required to allow Code Compliance officers as well as Fire Department, Health Department and Grand Water and Sewer to inspect the unit to make sure it is not a hazard to the occupant or surrounding community. Why should people living in mobile dwellings have to meet less safety requirements than people living in a permanent structure? A property owner could be given a 30 day period to comply and then be penalized if they are not compliant. This may take more Compliance Officers and enforcement personnel in the County Attorney's Office, but would at least allow people to remain in their dwelling.

I would also urge the County Commission and Planning Department to find a way to streamline the process for more affordable permanent housing developments to be built.

In short, I would like to see the County enforce the laws presently on the books before trying to enact new ones. It is your responsibility to insure the safety and heath standards in this community.

Sincerely,
Dale E. Weiss
2849 Spanish Trail Road.



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [Commission] Online Form Submittal: Grand County Commission Public Comment Form

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Wed, Sep 14, 2022 at 7:55 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: <noreply@civicplus.com>
Date: Tue, Sep 13, 2022 at 2:25 PM
Subject: [Commission] Online Form Submittal: Grand County Commission Public Comment Form
To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Please complete this form to submit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is:https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

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Email Address	[redacted]
First Name	Caroline
Last Name	Floyd
Name of Organization you represent (if applicable)	*Field not completed.*
City	Moab
State	UT
Zip	84532
Comment:	Other Topic:

Other:	allowable alternative dwelling units in the ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program
Commission Meeting Date	9/20/2022
Please provide your comments below.	Yurts should be added to the allowable alternative dwelling units in the ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program. I am a property owner in town and would love to provide affordable housing to local workers, but the cost of building an ADU or a tiny home is prohibitive and I don't like the look of having RVs or trailers on my property - I'm sure I'm not the only homeowner that feels this way. I lived in a yurt for several years and even in cold winters they are lovely. Thank you, and please pass this pilot program and allow yurts!
Add Attachment	*Field not completed.*

Email not displaying correctly? View it in your browser.

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net

Dear Grand County Commissioners, 9/11/22

Thank-you for your continued efforts to resolve our community's housing crisis. We believe the basic idea behind the ADO has real potential. In order for this approach to work well for the WHOLE community, it must strike a balance between the needs of our service industry workers and the needs of our resident homeowners. We believe that the ADO ordinance **should be modified** to achieve that balance.

The ADO proposal seems to favor large developments in areas of Spanish Valley that are currently zoned as LLR and RR. We say this because the proposal requires a minimum of ½ acre parcels and a minimum of 4 units. The ADO Overlay Developments Standards are ambitious, especially for campgrounds, thus favoring large developments to justify the setup costs. We do not believe the impacts of these types of developments could be mitigated enough to preserve the character of our neighborhoods. Affordable housing is ironically very costly. The current ADO proposal shifts the costs (in the loss of peaceful neighborhoods) squarely onto the shoulders of homeowners in existing neighborhoods.

As an alternative, why not allow smaller concentrations of units more widely spread? Any property owner in any residential zone could apply to offer up to 2 dwelling units (tiny homes or RVs on chassis). As long as adequate off street parking, suitable pads, and full hookups were made available, this type of workforce housing would be relatively inexpensive to setup. Property owners could rent actual dwelling units or offer a space with hook ups to workers who had their own RV or self- contained camper. A limited number of ADs might be allowed within a given residential area, say a square mile**. Property owners granted the ADO should be required to locate their ADs as far away from their neighbors' property lines as possible. No *Lord of the Manor** type master plan should be allowed!**

These types of dwelling units might be easier to monitor for compliance since neighbors would likely be able to spot overnight renters and report them. . The County could assess an annual fee from these landlords to help defray the costs of a compliance officer.

Campgrounds that provided sanitary, dignified alternative housing would be expensive to set up. The scale required would make such developments incompatible with existing neighborhoods**. Such developments would only be suitable for commercially zoned parcels or remote areas.**

In summary, **we do not support the ADO as it is currently structured.** We do support the above suggestions. This approach would not solve all problems, but it would allow for a significant number of ADs to come online in a relatively short period of time. It would make the decisions to grant or withhold approval of the Overlay more straight forward. It could also help to fund compliance officers.

This overlay needs to be fine tuned based on the County's Housing Survey. It should not be approved until that report is finalized! Great care should be taken to determine how many people would be genuinely interested in a campground which would charge fees and expect compliance with rules and policies. Many free-spirited seasonal workers would not be interested in the least! (Check into BLM survey of Illegal campers)

Bonita & Kenneth Kolb 3649 Kerby Lane Spanish Valley

*** Plans which push development to the periphery of the Lord's parcel, leaving a large buffer of open space between development and the Lord's residence. The Lord owns the open space.**



Elissa Martin <emartin@grandcountyutah.net>

Fwd: [A-Team] Online Form Submittal: Grand County Commission Public Comment Form

1 message

Alishia Oliver <aoliver@grandcountyutah.net> Wed, Sep 14, 2022 at 7:55 AM
To: Elissa Martin <emartin@grandcountyutah.net>, Jenna Gorney <jgorney@grandcountyutah.net>

---------- Forwarded message ---------
From: <noreply@civicplus.com>
Date: Tue, Sep 13, 2022 at 2:04 PM
Subject [A Team] Online Form Submittal Grand County Commi ion Public Comment Form
To: <commadmin@grandcountyutah.net>, <commission@grandcountyutah.net>

Grand County Commission Public Comment Form

Grand County Commission

Plea e complete thi form to ubmit written public comment for a Grand County public hearing or general public comment.

Public comment may also be made virtually via Zoom. The Zoom participation information is:https://us02web.zoom.us/j/85170820571?pwd=M24yQjRIdElCejUxTUlFeXFoZHNQQT09

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Email Address	[redacted]
First Name	Travis
Last Name	Holtby
Name of Organization you represent (if applicable)	*Field not completed.*
City	Moab
State	UT
Zip	84532
Comment:	Other Topic:

Other:	Ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program
Commission Meeting Date	9/20/2022
Please provide your comments below.	I am writing to request an amendment to the ordinance to amend the Land Use Code to allow a permitting path for Alternative Dwelling Communities and Long-Term Camp Parks as a pilot program, as detailed in the Agenda Summary for the Grand County Planning Commission on August 8th meeting. I am requesting that the definition of dwelling type be expanded to include yurts. Yurts could provide comfortable, year-round housing for Grand County workers at a more affordable price ($10,000 to $30,000 for the yurt) than the other alternative dwelling options listed in the agenda summary. Yurts are often used as permanent structures and have insulated walls built with wood frames that can easily contain kitchens and bathrooms with utility hookups. By expanding the definition of alternative dwellings to include yurts, and approving the ordinance to amend the Land Use Code, the county would open the door for property owners to create more quality, affordable worker housing at a lower cost.
Add Attachment	*Field not completed.*

Email not displaying correctly? View it in your browser.

--
Alishia Oliver
Commission Coordinator
125 E Center
Moab, UT 84532
(435) 259-1342
aoliver@grandcountyutah.net

Grand Water & Sewer Service Agency

3025 E. Spanish Trail Rd. ♦ PO Box 1046 ♦ Moab, UT 84532
435-259-8121 ♦ 435-259-8122 fax ♦ www.grandwater.org

AGENCY MANAGER
Dana Van Horn

OPERATING COMMITTEE
Dan Pyatt (President)
Gary Wilson (V. President)
Mike Holyoak
Jerry McNeely
Rex Tanner
Rick Thompson
Dale Weiss

FORMING BOARDS:

SVWSID
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Mike Holyoak (V. Ch)
Dale Weiss (Treas.)
Rick Thompson (Clerk)
Ken Helfenbein

GCWCD
Dan Pyatt (Ch)
Jerry McNeely (V. Ch)
Brian Backus
Preston Paxman
Rex Tanner

GCSSWD
Gary Wilson (Ch)
Mike Holyoak (V. Ch)
Rani Derasary
Trisha Hedin
Rick Thompson

August 23, 2022

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

Dear County Commissioners,

The Grand Water & Sewer Service Agency (GWSSA) board met on Thursday, August 18, and discussed the proposed Alternative Dwelling Communities and Long-Term Camp Parks Pilot Program. Several concerns were brought up by our board members.

- GWSSA charges impact fees for legal dwellings. If new RV spots or campsites are developed, we will require those who are presently out of compliance (already renting out RVs on their property) to pay impact fees in order to become compliant with the code.
- Presently, the impact fee for one campsite is $5,505.00.
- Monthly rates are charged year-round and are not contingent upon occupancy.
- It is likely the developer desiring to install more than two or three campsites will need to upsize their residential water meter and/or sewer connections. This could cost upwards of $10,000 depending on the location of the utilities.
- GWSSA believes that legalizing camping on private property will bring about many more illegal sites because citizens will not know which ones are legal and may not make a complaint. County code enforcement should not be complaint-driven. They should have the staff and financial resources to actively pursue code violations.
- Our fees for campgrounds / RV parks were created based on short-term models. GWSSA is researching tiny home communities and residential RV parks to determine if there is a difference in water use compared to a typical residence's indoor water use. Our fees will be adjusted accordingly if this turns out to be the case.

Thank you for the opportunity to comment.
Regards,
Dana Van Horn
Agency Manager

September 5th, 2022

To: Grand County Commission

MOAB AREA HOUSING TASK FORCE

RE: Support of proposed Alternative Dwelling Ordinance

The Moab Area Housing Task Force fully supports the proposed ordinance to amend Article 4 of the Land Use Code to establish a pilot Alternative Dwelling Community Overlay district (ADO) in Grand County. Increasing affordable, long-term housing should be the top priority of the County, and if passed, the ADO would supply both new housing options *and* bolster working residents' current living conditions.

Due to rapidly increasing rental prices and extremely limited housing stock, it is a simple yet complicated reality that a significant number of Grand County employees must resort to living in alternative living situations. The Task Force supports the ADO because it is a criticial, practical solution to improve the health, safety, and legality of current residents already living in alternative dwelling situations, and it will ease some of the tension existing within the existing housing stock. Both seasonal and long-term residents will benefit from stable living conditions with the enactment of an Alternative Dwelling Community.

Housing is an integral part of the area's economy and essential community infrastructure. Businesses and their employees are suffering financial losses due to the lack of available housing. The proposed overlay would allow eager business owners an incentivized avenue to provide increased housing options for their employees and the greater local workforce.

The HTF supports the specified zoning boundaries designed by Planning Staff and the Planning Commission because the pilot ADO locations will be compatible with existing properties and neighborhoods. Further, the legislative nature of the overlay will give the County additional assurance that ADO project approvals will be strategically granted to ensure they are a positive asset to neighborhoods and ADO residents alike.

The HTF believes the proposed overlay district is a safe, long-term solution that will positively impact the stability of living situations for many working individuals because it addresses the overwhelming shortage of housing in Grand County and the current reliance on alternative dwelling options. The ADO will provide sanitary and stable living conditions to residents already inhabiting vehicles, RVs, and other dwelling options that are relied on for shelter, and it will provide avenues for the County and its partners to identify, enforce, and redirect illegal living situations currently existing in the County.

It is imperative that Grand County continues making tangible efforts toward increasing accessible and affordable housing options. The Housing Task Force fully backs the approval of an amendment to Article 4 of the Land Use Code proposing a pilot Alternative Dwelling overlay program.

Sincerely,

Members of the Housing Task Force

Agenda Summary GRAND COUNTY COMMISSION October 4th, 2022 Item No.	
TITLE:	Adopting Resolution approving the Final Plat of Arroyo Crossing, Phase I Corrected, Tract J, Amended (Parcel 02-0ARR-02432)
FISCAL IMPACT:	No known fiscal impact
PRESENTER(S):	Elissa Martin, Planning and Zoning

Prepared By:
ELISSA MARTIN

GRAND COUNTY
PLANNING & ZONING

FOR OFFICE USE ONLY:

Attorney Review:

Complete
September 27, 2022

STATED MOTION:
I move to approve the Findings of Fact set forth in the staff report dated August 17, 2022 and the proposed Resolution approving the Final Plat of Arroyo Crossing, Phase I Corrected, Tract J, Amended with the following conditions:

1. The First Amendment to Neighborhood Covenants, Restrictions, and Conditions shall be recorded simultaneously with the Final Plat in the real property records of Grand County.

STAFF RECOMMENDATION: APPROVE
The Plat Amendment is consistent with requirements set forth in Grand County Land Use Code Section 9.8.1 Plat Amendments, Article 7 Subdivision Standards, and Article 5 Lot Design Standards. The project has been approved by the County Engineer, GWSSA and all other approving entities.

BACKGROUND:
The County Council approved the Arroyo Crossing PUD Overlay, Master Plan and Development Agreement establishing the affordable housing set-aside, recorded on October 15, 2019, via Ordinance No.600. Subsequently, the County Council approved the Arroyo Crossing Phase I Final Plat via Resolution No. 3188 on October 15, 2019 which plat and associated Development Agreement was later corrected in 2021 via Resolution 3279 in order to designate the Affordable Housing Units within Phase I by number as required by the Development Agreement. Phase I Final Plat established the subject parcel as Tract J to be subdivided at a future date. The subject parcel fronts a private road and has remained vacant.

With the exception of Tract E, all Engineering had been completed and approved by the County Engineer for subdivision within Phase I pursuant to the Phase I SIA recorded November 21, 2019. Acceptable surety bond for the required improvements is currently being held with the County.

SUMMARY:
Tract J is located at 2047 Bonnies Way. The 0.53 acre parcel will be subdivided into 8 lots, seven measuring .06 acres and one .10 acres, for the purpose of constructing 8 dwelling units arranged as 4 townhomes.

ATTACHMENT(S):
- Proposed Resolution
- Tract J Final Plat
- Recorded CCRs
- First Amendment to CCRs
- Recorded Phase I SIA
- PUD Master Plan
- Title Report (Available Upon Request)
- Engineer Approval (Available Upon Request)

STAFF REPORT
PLANNING & ZONING DEPARTMENT
GRAND COUNTY, UTAH

DATE: August 17, 2022

TO: Grand County Commission

SUBJECT: Plat Amendment application: Final Plat of Arroyo Crossing, Phase I Corrected, Tract J, Amended

---

PROPERTY OWNER: Moab Area Community Land Trust

PROP. OWNER REP: Sheri Griffith

PROPERTY ADDRESS: Arroyo Crossing Subdivision, Moab UT 84532
Parcel: 02-0ARR-0232

SIZE OF PROPERTY(s): 0.53 acres

EXISTING ZONE: Large Lot Residential/Planned Unit Development (PUD) Overlay

EXISTING LAND USE: Vacant

ADJACENT ZONING AND LAND USE(S): Large Lot Residential, Residential

---

APPLICATION TYPE:
Plat Amendment

STAFF RECOMMENDATION: Approve

APPLICATION PROCEDURE:
Decision Type: Administrative

Public Notices:	Public Meeting at:	Public Hearing at:
	Planning Commission	Planning Commission
	County Commission	County Commission

ATTACHMENTS
- Proposed Resolution
- Tract J Final Plat
- Recorded CCRs
- First Amendment to CCRs
- Recorded Phase I SIA
- PUD Master Plan
- Title Report (Available Upon Request)
- Engineer Approval (Available Upon Request)

SUMMARY OF REQUEST

The applicant is requesting approval of a Plat Amendment subdividing Tract J of the Phase I Corrected Final Plat, located at 2047 Bonnie's Way within the Arroyo Crossing Subdivision. The 0.53-acre parcel will be subdivided into seven .06-acre lots and one .10-acre lot.

PROPERTY HISTORY
Refer to the Agenda Summary Background for full zoning and platting history.
The subject tract was created on October 15, 2019, via the recording of Arroyo Crossing Phase I Final Plat and has remained

vacant and not subdivided to date.
The subdivision of Tract J was not included in the Phase I platting process by the choice of the developer.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The subject property fronts Bonnie's Way, a Private Road that is already constructed to County Construction Standards. No roadway improvements are required and no right-of-way dedication will be needed.

Drainage and Civil plans were approved by the County Engineer as part of Phase I Final Plat, as corrected; all improvements are complete and approved. All utilities, including GWSSA, have provided will serve letters.

FINDINGS OF FACT

Project Description

1. **FINDING:** Application is for a Plat Amendment for Arroyo Crossing, Phase I Corrected, Tract J, Amended; an eight-lot subdivision located at 2047 Bonnies Way.

Consistency with the General Plan

2. **FINDING:** The proposed subdivision is in conformance with the General Plan insofar as providing opportunities for affordable housing.

    a) **EVIDENCE:** The property is located within the Residential Infill section of the Future Land use designation map, which calls for single family residential at a density of two units per acre and up to 3.2 units per acre with a 50% open space set-aside or: fee in – lieu of open space and 25% affordable housing.
    Also recommended is Multifamily residential with a density of up to 18 dwelling units per acre with a 50% open space set aside or: fee- in – lieu of open space and 25% affordable housing units or fee – in – lieu.

    b) **EVIDENCE:** On October 15th, 2019, Grand County approved a Development Agreement for Arroyo Crossing Subdivision that established a 20% affordable Housing Set aside (or 60 of the proposed housing units). 2021 amendments to such Development Agreement made no additional change to the number of affordable housing units in the development.

Conformance with the Grand County Land Use Code

3. **FINDING**: The proposed subdivision is in conformance with Grand County Land Use Code Article 4 – PUD

    a) **EVIDENCE:** The proposed subdivision conforms with the approved PUD Master Plan, and will create eight lots; seven .06 acre and one .10 acre, with setbacks as set forth in the Master Plan, and with frontage along Bonnies Way.

4. **FINDING**: The proposed subdivision is in accordance with Land Use Code Article 7 - Subdivision Standards.

    a) **EVIDENCE:** The proposed plat amendment meets the requirements of LUC section 7.6 by providing a 10' PUE property line easements.

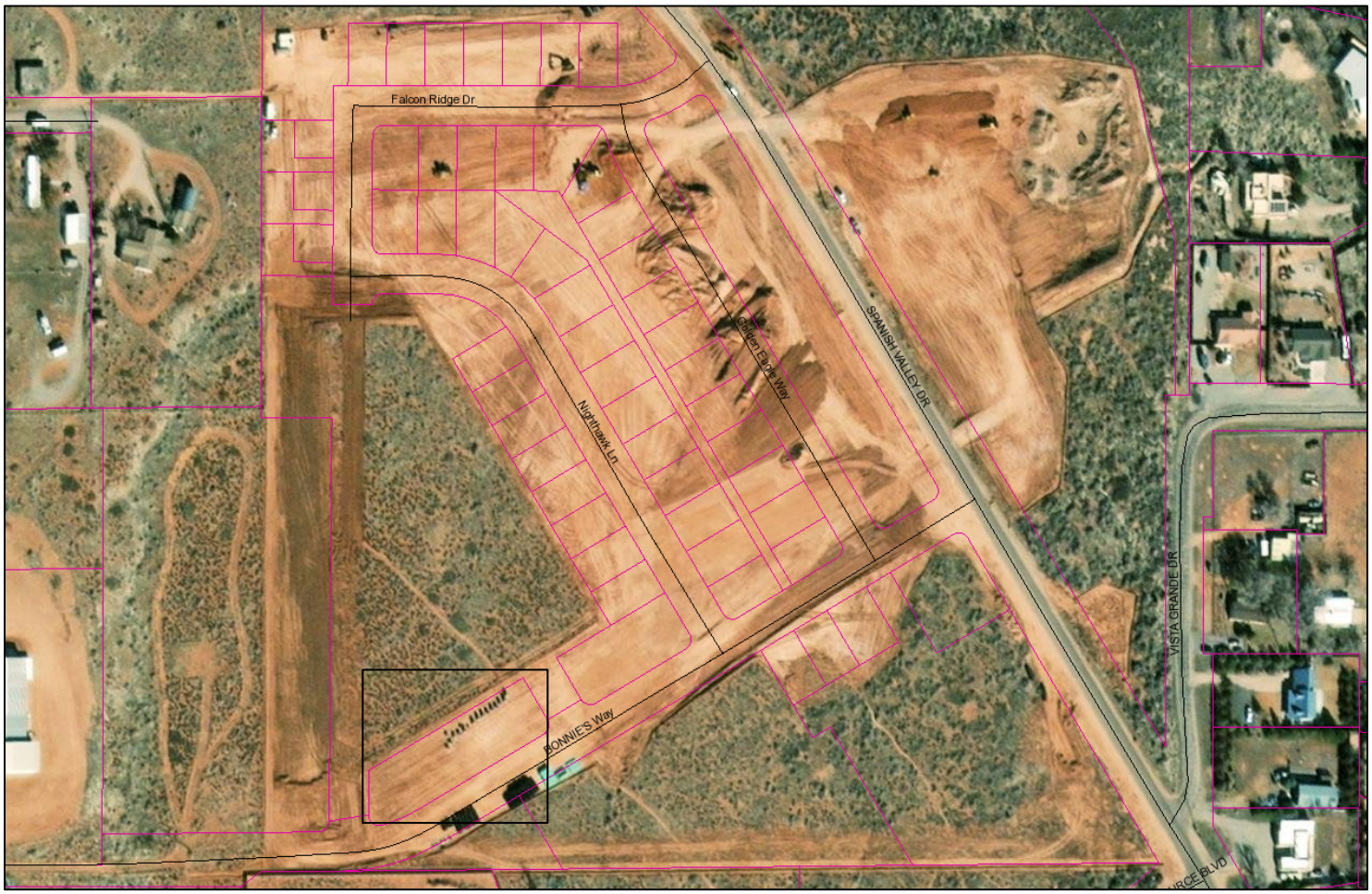
    b) **EVIDENCE:** The proposed subdivision meets the requirements for drainage per section 7.7.1. of the Land Use Code by way of County Engineer approved Drainage Report (October 8, 2019) and Civil Plans (10.29.2019), as described in section II.E.1.

5. **FINDING:** The proposed subdivision is in accordance with the Land Use Code Article 9, Administration and Procedure, including Section 9.1.3 Minimum Submission Requirements, 9.5 Final Plat and 9.8 Plat Amendments.

    a) **EVIDENCE:** The applicant submitted documents for review and approval per requirements in the LUC Article 9.1.3., Minimum Submission Requirements, Article 9.5.1, Final Plat Submittal Requirements and Article 9.8, Plat Amendments.

b) **EVIDENCE:** The Plat Amendment application was determined complete by Planning & Zoning staff on August 11, 2022.

Vicinity Map



GRAND COUNTY, UTAH
RESOLUTION NO._____ (2022)

APPROVING THE FINAL PLAT OF ARROYO CROSSING, PHASE I CORRECTED, TRACT J, AMENDED

WHEREAS, the previously named Grand County Council ("County Council") adopted the Grand County General Plan ("General Plan") on April 6, 2004, with Resolution No. 2654, as amended by Resolution No. 2976;

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

WHEREAS, Moab Area Community Land Trust, ("Owner") is the owner of record of Parcel No. 02-0ARR-0232 ("Property"), a parcel of land located in Grand County, Utah, which parcel is more specifically described as:

> TRACT J, ARROYO CROSSING, PHASE I CORRECTED, A PLANNED UNIT DEVELOPMENT, AMENDING A PORTION OF LOT 2, CLARK MINOR SUBDIVISION AND A PARCEL OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 17, 126S, R22E, SLB&M, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JULY 1, 2021 IN BOOK 918 AT PAGE 718 AS ENTRY NO. 541291. TOGETHER WITH THE USE AND ENJOYMENT OF THE PRIVATE ROADS AND COMMON AREAS WITHIN ARROYO CROSSING, PHASE I, AS SET FOURTH ON THE RECORDED PLAT. ALSO TOGETHER WITH AND SUBJECT TO THOSE RIGHTS AND OBLIGATIONS AS CONTAINED IN THE EASEMENT AGREEMENT, RECORDED JULY 1, 2021 IN BOOK 918 AT PAGE 736 AS ENTRY NO. 541295.
>
> EXCEPTING therefrom any oil, gas, petroleum, coal oil, naptha, coal and other hydrocarbon substances and all kindred substances, and all mineral of whatsoever kind or nature that have been previously reserved, conveyed or transferred in prior documents.
>
> Tax Parcel No.: 02-0ARR-0232

WHEREAS, the County Council approved the Arroyo Crossing PUD Overlay, Master Plan and Development Agreement establishing the affordable housing set-aside, recorded on October 15, 2019, via Ordinance No.600;

WHEREAS, the County Council approved the Arroyo Crossing Phase I Final Plat via Resolution No. 3188 on October 15, 2019 which established the Property known as Tract J;

WHEREAS, on June 15, 2021 the Grand County Commission ("County Commission") County Commission adopted Resolution No. 3279 approving the Correction Plat and First Amendment to Development Agreement for Arroyo Crossing, Phase I, designating the Affordable Housing Units in Phase I by number and amending Sections 2 & 7 of the Development Agreement to make administration of the Project consistent with the LUC.

WHEREAS, the Grand County Commission ("County Commission") approved the Arroyo Crossing Amended Master Plan via Ordinance No. 664 on July 19, 2022 for the purpose of clarifying the housing types which will exist within the development and by including setback requirements for the townhome housing type which were previously not included;

WHEREAS, the Owner has submitted an application for a Plat Amendment to subdivide the Property into eight separate parcels;

WHEREAS, the application is subject to the criteria established by Ordinance No. 646, adopted on September 21, 2021 and incorporated into the LUC Section 9.8 Plat Amendments;

WHEREAS, the Grand County Planning and Zoning Department has determined the application complies with the requirements of the LUC; and

WHEREAS, the County Commission has considered the application and supporting documents in a public meeting;

NOW, THEREFORE, BE IT RESOLVED that the Grand County Commission hereby approves the Final Plat of Arroyo Crossing, Phase I Corrected, Tract J, Amended with the following conditions:

1. The First Amendment to Neighborhood Covenants, Restrictions, and Conditions shall be recorded simultaneously with the Final Plat in the real property records of Grand County.

ADOPTED by the Grand County Commission in open session of a public meeting this 4th day of October 2022 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission **ATTEST:**

_____ _____

Jacques Hadler, Chair

Gabriel Woytek, Clerk/Auditor

RED DESERT Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

PROPERTY LINES
EASEMENT AS SPECIFIED OR PUBLIC UTILITY EASEMENT (P.U.E.)
PROPERTY ADJOINING

PROP. CORNER FOUND
PROP. CORNER SET
MAG NAIL FOUND
MAG NAIL SET
BLOCK CORNER
SECTION CORNER MONUMENT

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
ARROYO CROSSING
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

DEVELOPER:
MACLT

DATE:
08/31/2022

JOB NUMBER:
030-22B

SHEET 1 OF 2



VICINITY MAP

NOT TO SCALE

FINAL PLAT OF

ARROYO CROSSING, PHASE I CORRECTED, TRACT J, AMENDED

A PLANNED UNIT DEVELOPMENT
AMENDING BY SUBDIVISION TRACT J, ARROYO CROSSING, PHASE I, CORRECTED
A SUBDIVISION LOCATED WITHIN THE
NE QUARTER OF SECTION 17, T26S, R22E, SLB&M

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as ARROYO CROSSING, PHASE I, CORRECTED TRACT J, AMENDED and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake DATE
License No. 7540504

ORIGINAL PLAT, PHASE I NOTES:

STANDARD NOTES

The Owner(s), Developer(s), and or the Subdivider(s) of the Planned Unit Development known as ARROYO CROSSING, PHASE I their respective successors, heirs, and or assigns agree to the following notes:

1. The MACLT and its successors/assigns, shall be responsible for the maintenance of all drainage facilities, common open space, parking areas, easements, private roads and any other facility within the P.U.D. requirements include, but are not limited to, maintaining the specified detention/retention ponds, the outlet structure, flow restriction devices and facilities needed to convey the flows. Grand County shall have the right to enter the property and inspect these facilities. If the facilities are not properly maintained, the County may provide the necessary main-tenance and assess the costs to the owner of the property.
2. The MACLT and its successors/assigns, Owner/Developer or an organization other than Grand County shall have legal ownership of the common open space and shall be responsible for the maintenance of the common open space. Said common space is to be deeded to the Owner/Developer
3. Emergency access is granted herewith over and across all roads and parking areas for all official emergency vehicles.
4. Neighborhood Covenants for this property filed in B. 918, Pg. 719-728, Ent. No. 541292 in Grand County Recorder's office. It is hereby acknowledged that the County has no responsibility for enforcement of same. Furthermore, any of said Neighborhood Covenants that would have the effect of creating a less restrictive development standard than those included on this plan or other County land use regulation is null and void.
5. All individual lots are subject to a 10 foot wide front, back, and side utility easement. Where said rear and side lot lines are common with another lot, the 10 foot easement shall be 5 feet on each side of said common lot line.
6. All private roads subject to a drainage, gas & utility easement.
7. Open space designated on this plat shall be preseved from developement for a period of at least 40 years, any change in the use of such open space shall require the written approval of all property owners in the P.U.D. and approval of a zoning map amendment pursuant of the requirements of Sec. 6.2 of the Grand County Land Use Code.
8. DELETED. Original plat note does not effect this amended plat.
9. DELETED. Original plat note does not effect this amended plat.
10. Easements for utilities and drainage that serve this phase and future phases are recorded with the Grand County Recorders office.
11. DELETED. Original plat note does not effect this amended plat.
12. DELETED. Original plat note does not effect this amended plat.
13. Plat is subject to requirements recorded in the "Amended and Restated Development Agreement Established an Affordable Housing Set-aside Within A Parcel of Real Property Located in Grand County" filed in B. 890, Pg. 997-1015, Ent. No. 536168 in Grand County Recorder's office.

PLAT NOTE:

1. ALL LOTS ON THIS FINAL PLAT OF TRACT J, AMENDED ARE RESTRICTED TO CONSTRUCTION OF TOWNHOMES PER THE APPROVED ARROYO CROSSING MASTER PLAN AND AS DEFINED IN GRAND COUNTY LAND USE CODE ARTICLE 10, DEFINITIONS.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as
ARROYO CROSSING, PHASE I, CORRECTED TRACT J, AMENDED
and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements (and private roads) shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

SHERI GRIFFITH
CHAIR, BOARD OF DIRECTORS, MOAB AREA COMMUNITY LAND TRUST (MACLT)

ACKNOWLEDGMENT

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

ON THE _____ DAY OF _____ 2022, PERSONALLY APPEARED BEFORE ME,
SHERI GRIFFITH, CHAIR, BOARD OF DIRECTORS, MOAB AREA COMMUNITY LAND TRUST (MACLT), WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

_____
NOTARY PUBLIC

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

TRACT J BOUNDARY LEGAL DESCRIPTION

Beginning at a point being South 41°39'46" West 1426.86 feet from the East Quarter corner of Section 17, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence South 30°51'16" East 68.99 feet; thence with a curve having a radius of 15.00 feet, to the right with an arc length of 23.59 feet, (a chord bearing of South 14°01'52" West 21.23 feet); thence South 59°04'43" West 207.76 feet; thence with a curve having a radius of 222.00 feet, to the right with an arc length of 57.71 feet, (a chord bearing of South 66°31'33" West 57.55 feet); thence with a compound curve having a radius of 15.00 feet, to the right with an arc length of 27.84 feet, (a chord bearing of North 52°51'00" West 24.01 feet); thence North 00°19'37" East 62.90 feet; thence North 59°04'01" East 256.00 feet to the point of beginning, having an area of 23,099 square feet, 0.53 acres.

A SUBDIVISION LOCATED WITHIN
THE NORTHEAST QUARTER OF SECTION 17, T26S, R21E, SLB&M

SURVEYOR NOTES

THE PROPERTY HAS BEEN ACCURATELY SURVEYED WITH THE INTENT TO SUBDIVIDE LAND. THE BASIS OF BEARING IS S 00°02'00" W BETWEEN THE E1/4 CORNER OF SECTION 17 AND W1/4 CORNER OF SECTION 16, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.

5/8" X 24" REBAR WITH SURVEY CAP TO BE PLACED AT ALL LOT CORNERS. CAP SHALL INCLUDE THE BUSINESS NAME OR "P.L.S." FOLLOWED BY THE LICENSE NUMBER OF THE SURVEYOR IN CHARGE. "OFF-SET" PINS TO BE PLACED IN THE TOP OF THE CURB WHERE APPLICABLE, IN LIEU OF REBAR AND CAP AT FRONT CORNERS.

DOMINION ENERGY UTAH – NOTE:
Questar Gas Company, dba Dominion Energy Utah hereby approves this plat solely for purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes, and does not constitute of guarantee of particular terms of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8
QUESTAR GAS COMPANY
Dba DOMINION ENERGY UTAH

Approved this _____day of _____, 20____

By _____

Title _____

COUNTY ENGINEERS APPROVAL

APPROVED BY THE GRAND COUNTY ENGINEER THIS

_____ DAY OF _____, 20_____.

_____
COUNTY ENGINEER

GRAND COUNTY COMMISSION

PRESENTED TO THE GRAND COUNTY COMMISSION THIS _____ DAY

OF _____, 20_____. SUBDIVISION APPROVED.

_____ _____
COUNTY CLERK CHAIR, GRAND COUNTY COMMISSION

GRAND COUNTY RECORDER

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

_____

DATE _____ BOOK _____ PAGE _____ FEE _____

_____
COUNTY RECORDER

UTILITY NOTE
Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.
Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by Law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service

RED DESERT
Land Surveying

88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

PROPERTY LINES
EASEMENT AS SPECIFIED OR PUBLIC UTILITY EASEMENT (P.U.E.)
PROPERTY ADJOINING

PROP. CORNER FOUND
PROP. CORNER SET
MAG NAIL FOUND
MAG NAIL SET
BLOCK CORNER
SECTION CORNER MONUMENT

PROJECT TYPE:
SUBDIVISION

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

DATE:
08/31/2022

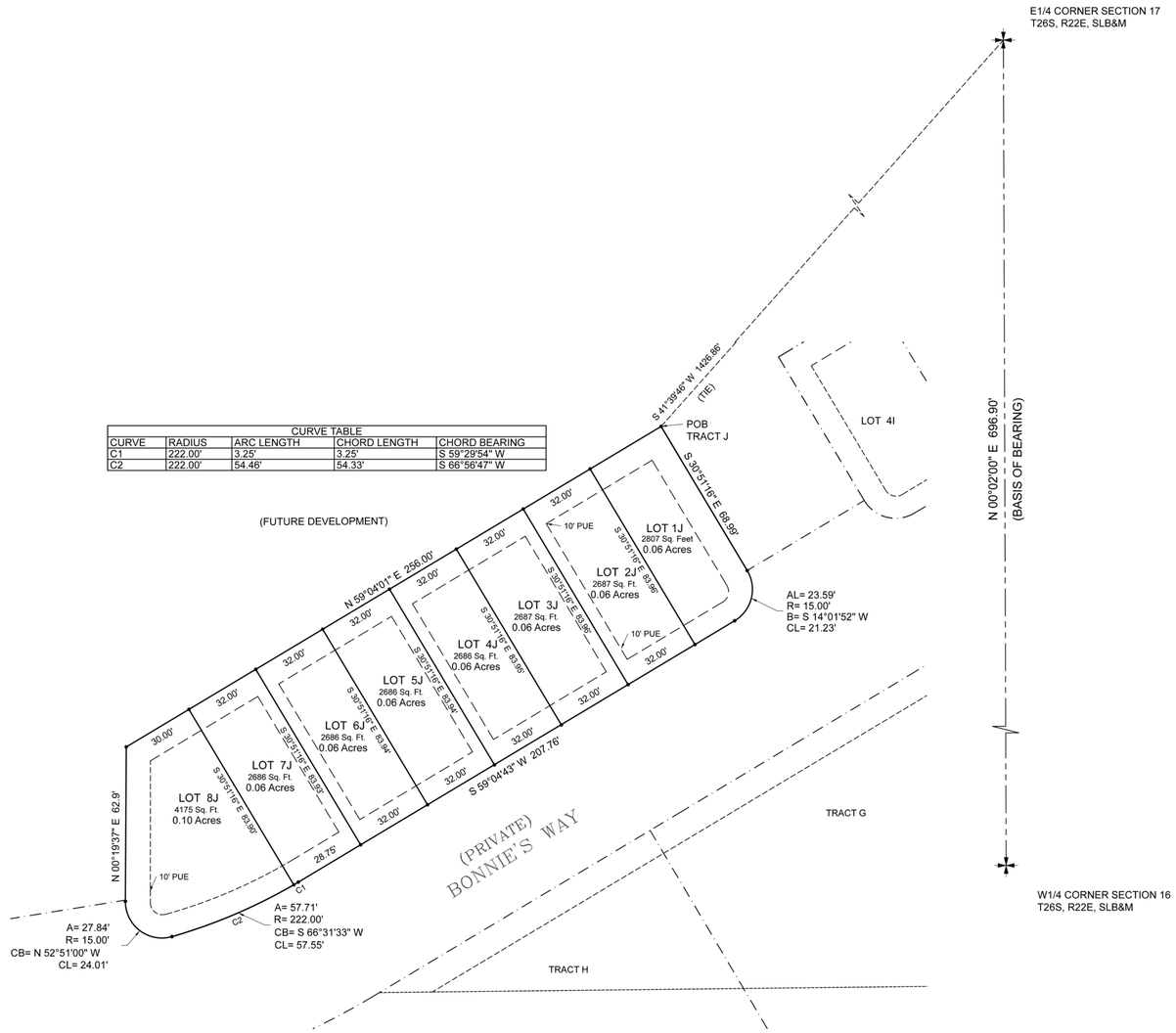
JOB NUMBER:
030-22B

SHEET 2 OF 2

N
W E
S

30' 0' 30' 60'

SCALE: 1" = 30'



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	222.00'	3.25'	3.25'	S 59°29'54" W
C2	222.00'	54.46'	54.33'	S 66°56'47" W

PLAT NOTE:
1. ALL LOTS ON THIS FINAL PLAT OF TRACT J, AMENDED ARE RESTRICTED TO CONSTRUCTION OF TOWNHOMES PER THE APPROVED ARROYO CROSSING MASTER PLAN AND AS DEFINED IN GRAND COUNTY LAND USE CODE ARTICLE 10, DEFINITIONS.

LOT SETBACKS:
Min. Front & Street Side Yard = 20'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

WHEN RECORDED, RETURN TO:

Moab Area Community Land Trust
P.O. Box 1383
Moab, UT 84532
Attn: Audrey Graham

Ent 541292 Bk 918 Pg 719 - 728
Date: 01-JUL-2021 4:15:50PM
Fee: $168.00 Check Filed By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: MOAB AREA COMMUNITY LAND TRUST

DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF NEIGHBORHOOD COVENANTS, CONDITIONS, AND RESTRICTIONS (this "**Declaration**") is made as of June 25, 2021, by MOAB AREA LAND COMMUNITY TRUST, a Utah nonprofit corporation ("**Declarant**").

RECITALS

A. Declarant is the owner of that certain land described on Exhibit A attached hereto, commonly known as Arroyo Crossing Phase I (together with all improvements now or hereafter constructed on such land, the "**Neighborhood**"). The Neighborhood is a portion of the Arroyo Crossing Phase I subdivision as reflected in that certain plat recorded on February 26, 2021 in Book 912 at Page 4242 as Entry No. 540059 and re-recorded as Arroyo Crossing Phase I Corrected Plat on July 1, 2021 in Book 918 at Page 718 as Entry No. 541291 (the "**Subdivision**").

B. Declarant's vision for the Neighborhood is of a diverse neighborhood of environmentally sustainable buildings that foster neighborly interactions.

C. To protect the character and value of the property within the Neighborhood and to provide for the harmonious development and use of such property, Declarant desires to impose certain covenants, conditions, and restrictions on the use of the property included within the Neighborhood.

NOW, THEREFORE, Declarant declares that all the property within the Neighborhood, and each person living in, leasing any portion of, or otherwise using any portion of the Neighborhood, shall be subject to the following covenants, conditions and restrictions (collectively, the "**Neighborhood Covenants**").

1. AMENDMENT / WAIVER.

1.1 **Declarant's Right to Amend**. Each person leasing or owning any interest in the Neighborhood (each, an "**Owner**") acknowledges and agrees that circumstances may change over time and that Declarant reserves the unilateral right to modify and update the Neighborhood

Covenants from time to time, as Declarant determines appropriate in its sole discretion, to promote the harmonious development and use of the Neighborhood. There is no limitation on the scope of changes that may be made by Declarant to the Neighborhood Covenants and such changes may eliminate restrictions previously imposed, add new restrictions, or otherwise make the Neighborhood Covenants more or less restrictive.

1.2 **Declarant's Right to Grant Waivers**. Declarant may grant a waiver from the Neighborhood Covenants when, in the sole judgment of Declarant, circumstances warrant such a waiver. Such circumstances may include, but will not be limited to, changes in applicable laws, market or economic conditions, advances or developments in technology or community or environmental considerations render a waiver necessary or appropriate. Each Owner acknowledges that each parcel in the Neighborhood is different from every other parcel in the Neighborhood and that Declarant shall not be found to have acted unreasonably or arbitrarily solely because it has acted differently with respect to different parcels. The granting of a waiver from any term or provision of the Neighborhood Covenants shall not operate to waive any other of the terms or provisions of the Neighborhood Covenants or to waive the same term or provision for any purpose other than the specific purpose for which the waiver is sought. Granting a waiver shall not obligate Declarant to grant the same waiver in the future.

2. **COMPLIANCE WITH LAW**. Each Owner, the occupants of all homes constructed in the Neighborhood (the "**Homes**"), and their guests must comply with all applicable laws, ordinances and codes in their use and enjoyment of the Neighborhood and Homes. In the event of any conflict between the restrictions imposed by Grand County ordinances, including the zoning ordinance and these Neighborhood Covenants, the most restrictive provisions shall apply to the extent allowed by law.

3. **USE RESTRICTIONS**.

3.1 **General Provisions**.

(a) Fencing and Walls. The material of any perimeter lot fencing may be treated or painted wood, corrugated metal, or framed wire mesh. No perimeter chain link, untreated wood, plastic or vinyl fencing materials are allowed. Fencing along the sidewalk and along the side yard from the street to the setback line of the building shall have a maximum height of four (4) feet. Declarant may approve a retaining wall higher than three (3) feet if the wall is tiered and/or landscaping is installed to hide the retaining wall. No Fence shall be over six (6) feet high without approval from Declarant.

(b) External Illumination. To support Grand County Dark Sky initiatives, all exterior lighting shall be minimized and designed at minimum in accordance with any current Grand County dark skies outdoor lighting ordinances. Overnight outdoor lighting shall be avoided.

(c) Satellite Dishes, External Antennas. All satellite dishes or external antennas of any kind must be located in the attic or interior space of the dwelling or otherwise screened from view by a material or structure whose materials and colors shall complement the building. Roof mount satellite dishes are discouraged unless screened from view in a manner acceptable to Declarant.

Ent 541292 Bk 918 Pg 720

(d) Solar Panels. The use of solar panels is encouraged as part of CLT's commitment to sustainable development. Solar panels which are not located on roofs must be approved by Declarant to ensure they do not block neighboring lots/roofs/panels.

(e) HVAC and Other Equipment. Where possible, air conditioning, heating, or any other type of external equipment shall be screened or sunk from view so as not to be visible from other lots. Declarant may grant exceptions to this rule to accommodate energy-saving or environmentally sustainable external equipment.

(f) Accessory Structures. All accessory structures larger than 3x3 feet must be approved by Declarant and shall be consistent with or complimentary to the design of the primary structure. Approved accessory structures shall be limited to 20 feet in height, and included in the maximum possible lot coverage of 35%. All accessory structures, including accessory dwelling units, shall follow county code and use limitations.

(g) Plans and Approval. Prior to any construction or alterations in the Neighborhood, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any proposed construction, change or alteration shall be submitted to Declarant for approval as to quality of workmanship, design and harmony of external design with existing structures. See the full design criteria and approval procedures, which may be obtained from Declarant, the provisions of which are incorporated in these Neighborhood Covenants as if fully set forth herein, for further information regarding approval procedures. Notwithstanding the foregoing, no permission or approval shall be required to build or rebuild in accordance with plans and specifications previously approved by Declarant.

(h) Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Home or on any part of the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment of any other Owner or occupant in the Subdivision, or which may in any way increase the rate of insurance for any portion of the Subdivision, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building in the Subdivision.

3.2 **Landscaping**.

(a) Landscaping; Water Conservation. Each Owner will be responsible for the landscaping of the Owner's lot, including weed and dust control. Each Owner shall comply with any and all provisions for water conservancy as set forth by the Grand County Water Conservancy District.

(b) Plants and Vegetation. Except for gardens used for food production, landscape shall be predominantly xeriscape with native or adaptive but non-invasive plant species (see Exhibit B attached hereto for a non-exhaustive list). Turf or grass shall only be allowed if the building has an operating greywater system in place, and no more than 25% of the landscaped area may be turf or other water-intensive ground covers. Artificial turf or grass is allowed subject to the approval of Declarant. Each lot's front or side yard landscape plan shall include at least one shade tree of an adaptive, non-invasive species.

(c) Weed Control. Control of noxious and nuisance weeds on each lot is the responsibility of the Owner of the Home on the lot. Timely hand or machine removal of these plants, or mowing to prevent seed production, is encouraged in order to avoid the need for chemical weed control.

3.3 **Sustainability and Livability**.

(a) Use of a properly maintained greywater system is highly encouraged.

(b) The use of solar dryers (clotheslines) is encouraged. These are limited to the back or side yards of single family dwellings, and to established areas for multifamily dwellings.

(c) In no case shall water be routinely allowed to run onto sidewalks or streets from any irrigation or other system.

(d) Idling of vehicles shall be discouraged and will be limited to a maximum of 2 minutes except for official vehicles such as police, fire, school bus, mail, or garbage collection.

(e) All open burning will be limited to that allowed by applicable state and county codes, and will be conducted so as to prevent lingering smoke or escaping embers.

(f) All waste and garbage shall be disposed of in appropriate waste or recycling bins which are spill proof and lidded to prevent wind-blown debris. Garbage containers shall be stored in spaces designed for them, and returned from the street within 24 hours of garbage disposal.

(g) All pets/domestic animals residing at Arroyo Crossing shall be kept in compliance with applicable county ordinances, including but not limited to vaccination and licensing requirements. No animal, livestock, poultry or fowl of any kind other than a reasonable number (as determined by Declarant) of generally recognized house pets (as determined by Declarant) and then only if they are kept and raised solely as domestic pets and not for commercial purposes. No structure for the care, housing or confinement of any permitted pet shall be located within 10 feet from an adjacent property. Pets must be walked on a leash and Owners must carry bags or other means to remove pet waste.

(h) All animal waste shall be collected from public areas immediately by the animal owner, and from private lots per county code to prevent odor and sanitation issues.

(i) Vehicles parked on the roadways within the Subdivision shall be licensed and in regular use (driven at least weekly). Long term storage of any vehicle shall be limited to garages, carports, or private driveways. No commercial machinery or equipment of any kind shall be stored or operated outside in the Subdivision by an Owner except during periods of construction. No commercial motor vehicles may be stored or parked overnight in the Subdivision by an Owner except in a driveway or within a garage or carport. Inoperable vehicles shall not be stored or parked overnight for longer than 30 days. No recreational vehicle (e.g., mobile home, travel trailer, tent trailer, camper shell, boat trailer, or similar equipment) shall be used for living, sleeping or housekeeping purposes in the Subdivision. Up to one boat, boat trailer, horse trailer or any other trailer or recreational vehicle may be parked or stored overnight in a rear or side yard but not in front yards except that such

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vehicles may be parked anywhere on Homeowner's Lot for a period not to exceed 24 hours during loading and unloading.

(j) Signs advertising Units for sale or rent may be displayed on a lot in the Neighborhood without prior specific approval provided that such signs shall be of reasonable and customary size, and shall comply with any and all local sign ordinances.

3.4 **Use of Trails and Playgrounds.**

(a) No motorized equipment or vehicles are allowed on trails or playground except for approved maintenance.

(b) Hours for the use of the playground are limited to no later than 1 hour after sunset and no earlier than dawn.

(c) Excessive noise, or any activity creating pollution or smoke will not be allowed at the playground or on the trails.

(d) The trails are designed only for walking and quiet enjoyment. Please use a bag or container for gathering pet waste or other litter. Pets must be leashed while on trails or in playground.

(e) Playground equipment is designed for children under age 12. Children under age 8 must be under adult supervision while using the playground. Families are responsible for the behavior and safety of all minors while using the playground or trails.

3.5 **Use of Roads and Storm Water Facilities.**

(a) All Owners, residents, and visitors shall obey speed limits, stop signs, and give right of way to bikes and pedestrians. Parking is allowed only on shoulders and along curbs, and must not block driveways.

(b) No disposal of liquids or chemicals, and no chains or wheels that can damage the asphalt are allowed to be used in the Subdivision.

(c) No disposal of any liquids other than water or any solids is allowed in storm water facilities or retention ponds. No obstructions shall occlude drainages and no planting of shrubs or trees or placement of structures is allowed in storm water easements. Any activities taking place in storm water easements must not alter the facility in any way, and are at the participant's own risk.

4. **ENFORCEMENT**.

4.1 **Declarant's Discretion**. The decision to pursue enforcement action or remedies by Declarant in any particular case, whether against an Owner or against any other tenant or occupant in the Neighborhood, shall be left to Declarant's discretion so long as Declarant does not act in an arbitrary or capricious fashion.

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4.2 **Indemnification**. Each Owner shall indemnify, defend and hold harmless Declarant and its officers, directors, employees, agents and representatives from and against any and all losses, claims, actions, damages, liabilities, penalties, fines or expenses, of whatsoever nature, including, without limitation, reasonable attorneys' fees and costs arising from breach of the Neighborhood Covenants by Homeowner, any occupant of the Home, and any of their guests.

4.3 **Action to Abate or Enjoin**. In addition to any enforcement rights available to Declarant as the landlord under the lease to the Owner for the Owner's lot, Declarant may initiate legal action to abate or enjoin any violation of these Neighborhood Covenants. Declarant shall be entitled to an award of its reasonable attorney fees, expenses, and costs incurred in pursuing such legal action.

4.4 **Cumulative Nature of Remedies**. The remedies provided for herein shall be deemed cumulative and not exclusive. Enforcement under this provision shall be in addition to any mechanism of enforcement provided under any applicable lease or by applicable law.

4.5 **Attorney's Fees**. In the event any party initiates or defends any legal action or proceeding arising out of or related to these Neighborhood Covenants, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

5. MISCELLANEOUS.

5.1 **Runs with the Land; Successors and Assigns**. The provisions of this Declaration shall run with the land and shall inure to the benefit of, and be binding upon, each Owner, occupant, guest, invitee, or other person entering on or using any portion of the Neighborhood.

5.2 **Severability**. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

5.3 **Construction; Governing Law**. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein. This Declaration shall be governed by and constructed and enforced in accordance with the internal laws of the State of Utah.

5.4 **Exhibits.** All Exhibits attached hereto are considered an integral part of this Declaration and are hereby incorporated herein, and this Declaration shall not be considered executed and/or complete until and unless they shall be attached hereto.

[Signature page follows]

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IN WITNESS WHEREOF, this Declaration of Neighborhood Covenants, Conditions, and Restrictions has been executed by Declarant as of the date first set forth above.

MOAB AREA COMMUNITY LAND TRUST,
a Utah nonprofit corporation

By: _____
Name: Audrey Graham
Title: MACLT Chair

STATE OF UTAH)
ss.
COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this 25th day of June, 2021, by AUDREY GRAHAM, as CHAIR of Moab Area Community Land Trust, a Utah nonprofit corporation.

ANTHONY LUPU
NOTARY PUBLIC
STATE OF UTAH
COMMISSION # 715163
COMM. EXP. 11/09/2024

Commission Expires 11/09/24

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EXHIBIT A
Description of Neighborhood Property

Lots 1-48, A1, A2, A3, A4, A5, A6, ARROYO CROSSING, PHASE I, A PLANNED UNIT DEVELOPMENT, AMENDING A PORTION OF LOT 2, CLARK MINOR SUBDIVISION AND A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 17, 126 SOUTH, RANGE 22 EAST, SLB&M, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED FEBRUARY 26, 2021 IN BOOK 912 AT PAGE 424 AS ENTRY NO. 540059 AND RE-RECORDED AS ARROYO CROSSING PHASE 1 CORRECTED PLAT ON July 1, 2021, IN BOOK 918 AT PAGE 718 AS ENTRY NO. 541291 IN THE OFFICIAL RECORDS OF GRAND COUNTY, UTAH.

EXHIBIT B
Approved and Prohibited Plant Lists

Approved Plant List

Due to the desire to conserve water and prevent wind and water erosion, as well as produce shade for an attractive living environment, Declarant encourages the planting of the following trees, shrubs and forbs:

Desirable Trees

Acer negundo, Maple or Boxelder trees (the male tree will not attract Box Elder bugs)
Acer grandidetaum, Big tooth Maple, Wasatch Maple, Rocky Mountain Sugar
Celtis occidentalis, Hackberry Tree, large, fast growing, hardy, nice shade
Celtis reticulata, native Hackberry
Chilopsis lineris Desert Willow, long bloom time, beautiful flowers, small tree/large bush, tough, hardy
Gleditsia triacanthos, sunburst locust, sky line locust, other species of G. triancanthos
Ginko biloba, Ginko tree, fire retardant
Morus alba, Mulberry tree. Amazing shade and sturdy, tough, males are clean, fast growing, drought tolerant, females produce edible fruit which can be messy, stain carpets/cement.
Tilia species, Linden Tree, or Basswood tree.
Quarkus buckleyi, Texas Red Oak
Quarkus macrocarpa, Burr Oak, very large tree
Platanus wrightii, Arizona Sycamore,
Platanus occidentalis , Sycamore, huge shade tree, produces golf ball size fuzzy seeds, smooth bark, holds brown leaves through late fall and winter, so not good around solar panels.
Vitex, Chaste Tree, a small, low-branched tree which has beautiful purple flowers, heat and drought tolerant

Evergreens

Pinion edulis, Native Pinyon Pine
Cupressus arionica , Arizona Cypress, fast growing evergreen that is super tough and very pretty
Juniper utahensis Utah Juniper, Native, slow growing

Grasses and smaller plants

Fescues or natives
Alkali sacaton, is a very attractive native grass
Sporobolus giganteus or S. contractus, Giant dropseed, attractive and love sandy soil
Yucca
Big Sage, Old Man Sage, Russian sage, draw pollinators, many natives, drought tolerant
Maximillian sunflowers, great, spread fast through root systems
Helianthus annuus, native sunflower pretty prolific so could start to take over
Datura, beautiful native flower, poisonous
Machaeranthera canescens, Hoary tansyaster
Grindelia squarrosa, Curlycup Gumweed good native

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Plants NOT allowed at Arroyo Crossing

The following plants must not be imported into Arroyo Crossing because they are non-native species which easily get out of control and invade neighboring properties and surrounding desert lands:

Ailanthus altissima, "Tree of Heaven," actually a wicked nightmare, invasive, impossible to eradicate, poor shade.
Tamarisk , Salt cedar, takes over natural waterways, millions of seeds and root sprouts easily
All Elms, including Chinese Elm, spread easily, impossible to eradicate, weedy trees
Russian Olive, spiky thorns, escapes easily
Saccharum ravennae, Ravenna, Pampas grass
Arundo Grass or Cane grass (Arundo donax)
Poa pratensis, Kentucky Blue grass, has a drinking problem

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WHEN RECORDED, RETURN TO:

Moab Area Community Land Trust
P.O. Box 1383
Moab, UT 84532
Attn: Kaitlin Myers

FIRST AMENDMENT
TO THE
NEIGHBORHOOD COVENANTS, CONDITIONS, AND RESTRICTIONS
for
ARROYO CROSSING

This FIRST AMENDMENT TO THE NEIGHBORHOOD COVENANTS, CONDITIONS, AND RESTRICTIONS (this "**First Amendment**") is made as of _____, 2022, by MOAB AREA LAND COMMUNITY TRUST, a Utah nonprofit corporation ("**Declarant**").

WHEREAS, Declarant is the owner of that certain land known as Arroyo Crossing Phase I, as described on Exhibit A attached hereto (together with all improvements now or hereafter constructed on such land, the "**Neighborhood**"), and as shown in the Final Plat of Arroyo Crossing, Phase I Corrected, recorded in the real property records of Grand County, Utah on July 1, 2021, at Entry 541291 (the "**Subdivision Plat**");

WHEREAS, Declarant recorded the original Declaration of Neighborhood Covenants, Conditions, and Restrictions in the real property records of Grand County, Utah on July 1, 2021 at Entry No. 541292 (the "**Original Declaration**");

WHEREAS, the Exhibit A to the Original Declaration omitted Tracts B through K, and the Common Area associated therewith, which omission the Declarant now wishes to correct;

WHEREAS, Section 1.1 of the Original Declaration reserves the Declarant's unilateral right to modify and update the Neighborhood Covenants from time to time, as Declarant determines in its sole discretion, to promote the harmonious development of the Neighborhood, and there is no limitation on the scope of changes that may be made by Declarant to the Neighborhood Covenants.

NOW THEREFORE, Declarant declares that all property within the Neighborhood, and each person living in, leasing any portion of, or otherwise using any portion of the Neighborhood, shall be subject to this First Amendment, as follows:

1. Exhibit A, attached to the Original Declaration, shall be modified and amended to read in its entirety as follows: ***ee Exhibit A***
2.
3. All references to "Neighborhood" in the Original Declaration shall include all Lots and Tracts described in Exhibit A.

4. This First Amendment shall supersede all conflicting provisions and terms of the Original Declaration; provided, however, that except as expressly amended and modified herein, all provisions and terms of the Original Declaration remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Neighborhood Covenants, Conditions, and Restrictions has been executed by Declarant as of the date first set forth above.

MOAB AREA COMMUNITY LAND TRUST,

a Utah nonprofit corporation

By: _____
Sheri Griffith, Chair of the Board of Directors

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

The foregoing First Amendment to the Neighborhood Covenants, Conditions, and Restrictions was acknowledged before me this ___ day of _____ 2022, by Sheri Griffith, Chair of the Board of Directors, of the Moab Community Land Trust, a Utah nonprofit corporation.

Witness my hand and official seal.

_____

, Notary Public

EXHIBIT A

Description of Neighborhood Property

Lots 1-48, A1, A2, A3, A4, A5, A6, and Tracts B through K, ARROYO CROSSING, PHASE I, A PLANNED UNIT DEVELOPMENT, AMENDING A PORTION OF LOT 2, CLARK MINOR SUBDIVISION AND A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 17, 126 SOUTH, RANGE 22 EAST, SLB&M, ACCORDING TO THE SUBDIVISION PLAT THEREOF, RECORDED FEBRUARY 26, 2021 IN BOOK 912 AT PAGE 424 AS ENTRY NO. 540059 AND RE-RECORDED AS CORRECTED PLAT OF ARROYO CROSSING, PHASE I ON JULY 1, 2021, IN BOOK 918 AT PAGE 718 AS ENTRY NO. 541291 IN THE OFFICIAL RECORDS OF GRAND COUNTY, UTAH.

Ent 536170 Bk 891 Pg 5 — 14
Date: 21-NOV-2019 2:01:32PM
Fee: NoneFiled By: JAC
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: GRAND COUNTY

SUBDIVISION IMPROVEMENTS AGREEMENT
Arroyo Crossing Subdivision – Phase I

This **SUBDIVISION IMPROVEMENTS AGREEMENT** (the "Agreement") is made this 15th day of October 2019 ("Effective Date") by and between **GRAND COUNTY**, UTAH, a Utah political subdivision, 125 E Center St, Moab, Utah 84532 (hereinafter referred to as "COUNTY"), and **MOAB AREA COMMUNITY LAND TRUST**, a Utah nonprofit corporation, 1701 Murphy Lane, Moab, Utah 84532 (hereinafter referred to as "SUBDIVIDER").

RECITALS

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

WHEREAS, COUNTY approved the Final Plat for Phase I on October 15, 2019 (the "Plat") for the Arroyo Crossing Subdivision, a residential subdivision of 300 Lots ("the Subdivision"), subject to the terms and conditions noted on the Plat, Arroyo Crossing PUD Master Plan (the "Master Plan"), Ordinance No. 600, the Development Agreement recorded against the Subdivision in the real property records of Grand County, and this Agreement;

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

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

1. **IMPROVEMENTS.** SUBDIVIDER agrees to construct the "Required Improvements" as specified in the final construction plans prepared by SET Engineering, which were submitted and approved with the Plat application for the Property on October 28, 2019 as amended and updated (the "Plans") and as provided herein prior to recordation of the Final Plat; provided, however, that SUBDIVIDER may later request an amendment to this Agreement wherein SUBDIVIDER agrees to guarantee the unfinished Required Improvements with collateral equal to one hundred and twenty five (125) percent of the cost of such unfinished Required Improvements. An estimate of the cost of the Required Improvements is itemized on ***Exhibit B***, attached hereto and incorporated herein by this reference (the "Cost Estimate"). "Construction" and "installation" may be used interchangeably herein.

2. **DEVELOPMENT REQUIREMENTS.** SUBDIVIDER shall develop the Property and construct all Improvements, pursuant to: a) the Plans, Plat, and this Agreement (collectively referred to herein as the "Project Documents"); b) the Grand County Land Use Code (the "Code") and the Grand County Construction Standards (the "Construction Standards"); and c) all other applicable laws, rules and regulation under the regulatory supervision of the COUNTY. If any such authorities are in conflict, the terms of this Agreement shall supersede and control the terms of development; provided, however, that the Plat shall supersede and control over the terms of any other authority.

   In the event that the SUBDIVIDER desires to dedicate certain Required Improvements to the COUNTY in the future, prior to acceptance of such Required Improvements, the COUNTY shall certify that the Required Improvements comply with the Project Documents and shall require SUBDIVIDER to repair or replace portions of the Required Improvements to bring those portions into compliance with the Project Documents and the Code and Constructions Standards then in effect.

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

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

   a. Notice of Commencement. SUBDIVIDER shall provide the COUNTY with one (1) week's advanced notice of commencement of construction of the Required Improvements, which notice shall describe the type of improvement being installed and the estimated schedule for construction.
   b. Construction Mitigation. SUBDIVIDER shall ensure that construction does not create a nuisance for surrounding property owners. As used herein, nuisance shall include dust, glare/light, and noise that is not confined to the boundaries of the property, as further regulated by the Code.
      i. Sand/Dirt. During construction, SUBDIVIDER shall use proper sand and dirt and erosion control to minimize impact on adjacent properties and maintain streets and roads in such a manner that they may be reasonably traveled upon. The COUNTY may order construction to cease or abatement measure be taken, and SUBDIVIDER shall comply with the same, when the COUNTY determines in its sole discretion that sand or dirt emanating from the Property related to construction activities is unacceptable.

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ii. Noise. SUBDIVIDER shall confine the hours of construction operations to 7 am to 9 pm (and 9 am to 9 pm on Sunday), or as otherwise provided by the Code.

iii. Light/Glare. SUBDIVIDER shall comply with the requirements of Section 6.6 of the Grand County Code. Specifically, during construction, SUBDIVIDER shall fully shield all outdoor lighting, whether it be temporary for construction or permanent, and shall not place fixtures at a location, angle, or height that directs illumination outside the boundaries of the Property.

c. Inspection. The COUNTY may inspect the Requirement Improvements during regular business hours in its sole discretion, and no less frequently than requested by SUBDIVIDER. No excavation, facility or improvement shall be covered or buried until inspected by the COUNTY, unless such inspection is waived in writing.

d. Notice of Violation. If the COUNTY determines that construction is not consistent with the Plans, the Code, the Construction Standards or any other applicable rules and regulations, the County shall provide SUBDIVIDER with written Notice of Violation and SUBDIVIDER shall immediately stop work until corrections are made.

e. Notice of Failure. As soon as practical, SUBDIVIDER shall contact the COUNTY upon the failure of any performance testing, or of any issues that arise that may prevent construction from proceeding in accordance with the Plans.

f. Final Acceptance. The COUNTY shall not approve a full release of the Improvements Collateral, as defined in Section 5, until the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code.

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

6. **PUBLIC DEDICATION**. SUBDIVIDER shall be responsible for the costs of construction, materials, and testing of all public Required Improvements within the Subdivision. The COUNTY shall not approve a full release of the Improvements Collateral until SUBDIVIDER conveys all public roads, streets, curbs, gutters, sidewalks, and pedestrian paths with adequate easements and rights-of-way free and clear of any liens and encumbrances to the COUNTY.

7. **PROJECT PHASING**. The SUBDIVIDER intends to construct the Subdivision in multiple phases. This Agreement and the amount of Collateral required herein shall apply only to Phase I of the project, as specified in the Project Documents; provided, however,

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that SUBDIVIDER shall record utility and drainage easements to serve future phases of development simultaneously with the Phase 1 Final Plat and Subdivision Improvements Agreement.

Future phases of Subdivision shall require separate Subdivision Improvement Agreements, which shall require that SUBDIVIDER improve Spanish Valley Drive to the minor collector road standard as described within the Spanish Valley Transportation Master Plan in effect at that time.

8. **COUNTY EASEMENTS.**

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

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

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

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workmanship or materials for an additional period of one (1) year after SUBDIVIDER dedicates the Required Improvements.

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

11. **MISCELLANEOUS.**
    a. Recording. SUBDIVIDER shall record this Agreement in the real property records of Grand County, Utah upon mutual execution.
    b. Covenants Run with the Land/Limitation. The covenants of this Agreement shall run with that portion of the real property located in Grand County.
    c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, agents, employees, representatives, and transferees.
    d. Headings. The paragraph headings are descriptive only and do not imply nor limit substantive material.
    e. Waiver. The failure to enforce or waiver of any specific requirement herein by either party shall not be construed as a general waiver of this Agreement.
    f. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement shall remain in effect.
    g. No Relationship. SUBDIVIDER is not an agent or employee of the COUNTY.
    h. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties.

GRAND COUNTY COUNCIL

ATTEST:

11/14/19

Evan Clapper, Chair

Chris Baird, Clerk/Auditor

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SUBDIVIDER SIGNATURES FOLLOW

SUBDIVIDER: MOAB AREA COMMUNITY LAND TRUST

ATTEST:

By: Audrey Graham
Its: Chair

By: Kaitlin Meyers
Its: Secretary

State of UTAH)
) ss.
County of GRAND)

On November 13, 2019, Audrey Graham, Chair, and Kaitlin Meyers, Secretary, of the MOAB AREA COMMUNITY LAND TRUST, Subdivider, personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvements Agreement was signed on behalf of the Subdivider by authority in its Articles of Incorporation and Bylaws.

Witness my hand and seal.

, NOTARY PUBLIC

Bryony Chamberlain Hill
Notary Public State of Utah
My Commission Expires on:
April 11, 2022
Comm. Number: 699912

Ent 536170 Bk 0891 Pg 0010

EXHIBIT A
Legal Description

A parcel of real property located in Grand County, Utah, particularly described as:

Beginning at a point on the westerly right-of-way of Spanish Valley Drive, said point being South 89°11'08" West 905.32 feet from the East Quarter corner of Section 17, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding with said right-of-way thence with a curve having a radius of 880.00 feet, to the right with an arc length of 361.80 feet, (a chord bearing of South 42°25'50" East 359.26 feet); thence South 30°39'12" East 1219.17 feet to a point on the McKnight Properties Industrial Subdivision north boundary; thence along said boundary South 89°21'03" West 1281.28 feet to the Southwest corner of the NE¼SE¼ of said Section 17; thence North 00°03'31" East 30.00 feet to a corner on a Grand County road right-of-way; thence along said right-of-way South 89°26'36" West 225.14 feet to the southeast corner of The General Distributing Company Tract; thence along said Tract North 00°03'31" East 629.56 feet to a point on the Starbuck Tract; thence along said Tract North 89°22'04" East 225.12 feet; thence South 00°03'31" West 16.07 feet; thence South 89°41'04" East 100.58 feet; thence South 00°19'37" West 571.37 feet; thence North 81°04'01" East 56.70 feet; thence North 00°19'37" East 63.38 feet; thence 59°04'01" East 256.00 feet; thence South 30°51'16" East 68.95 feet; thence North 59°05'11" East 56.00 feet; thence North 30°51'16" West 68.64 feet; thence North 59°04'01" East 89.69 feet; thence North 30°51'58" West 440.00 feet; thence North 59°04'01" East 89.29 feet; thence with a curve having a radius of 122.00 feet, to the left with an arc length of 107.51 feet, (a chord bearing of North 63°49'21" West 104.07 feet); thence North 89°52'11" West 83.39 feet; thence with a curve having a radius of 15.00 feet, to the left with an arc length of 23.51 feet, (a chord bearing of South 45°13'28" West 21.18 feet); thence North 89°41'06" West 56.00 feet; thence North 00°19'37" East 39.40 feet; thence North 89°28'48" West 101.52 feet; thence North 00°03'31" East 477.20 feet to Northwest corner of the NE¼SE¼ of said Section 17; thence along the north line of said Section 17 North 89°11'08" East 415.94 feet to the point of beginning, having an area of 25.53 acres, more or less.

Ent 536170 Bk 0891 Pg 0011

EXHIBIT B
Cost Estimate

INSERT

Ent 536170 Bk 0891 Pg 0012

ARROYO CROSSING DEVELOPMENT - Moab, Utah

OPINION OF PROBABLE COST

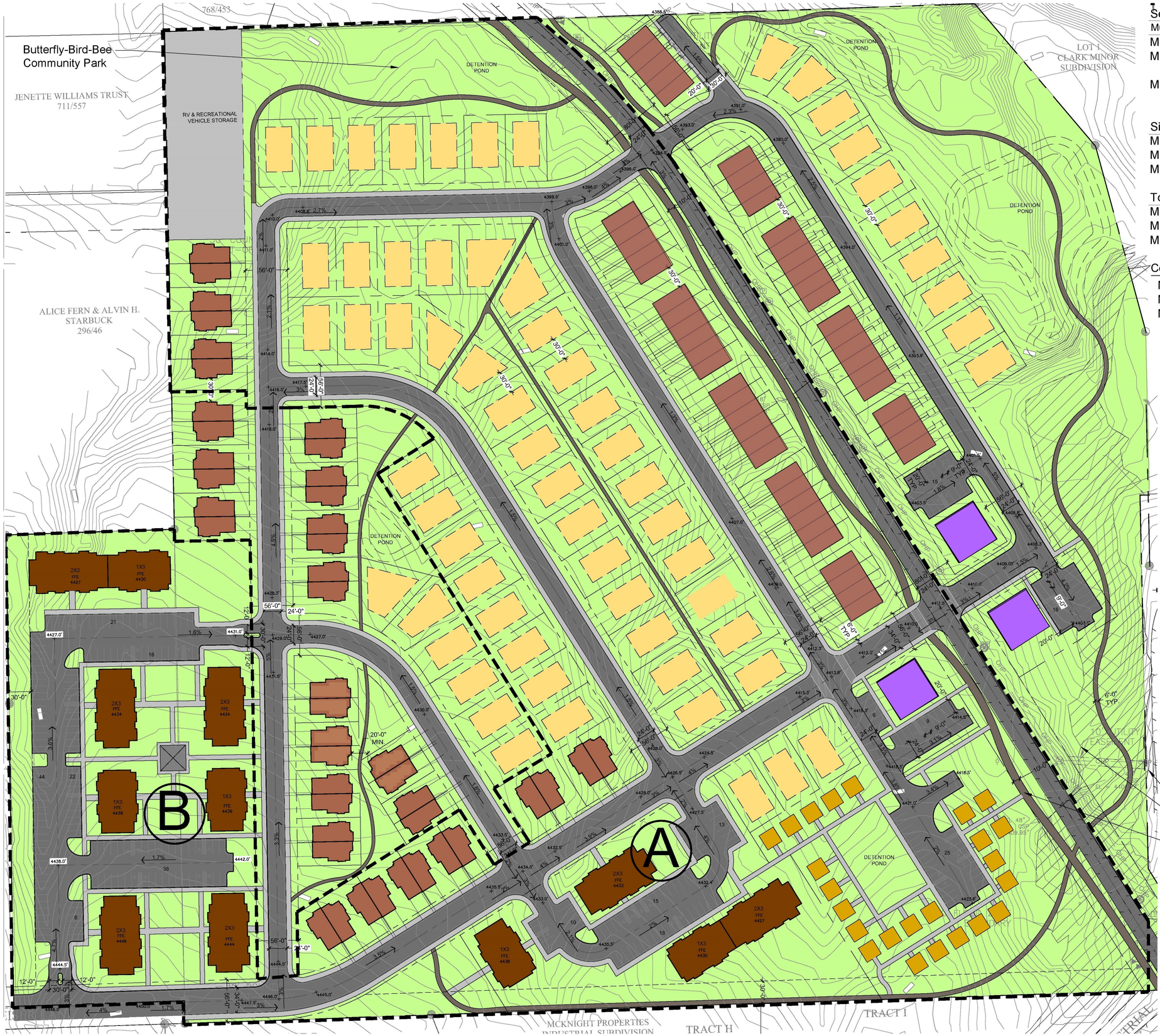
PHASE 1 - Earthwork, Infrastructure, and Road Improvements

Updated 10/29/2019

ENGINEERING

No.	Item Description	Quantity	Unit	Unit Price	Amount
1	**General Requirements**				
2	Mobilization/Demobilization	1	LS	$ 50,000	$ 50,000
3	Construction Surveying	1	LS	$ 25,000	$ 25,000
4	Quality Control & Material Testing (Soils, Concrete, Asphalt, etc.)	1	LS	$ 25,000	$ 25,000
5	Traffic Control	1	LS	$ 10,000	$ 10,000
6	Potholing	1	LS	$ 10,000	$ 10,000
7	Stormwater Management and Erosion Control	1	LS	$ 20,000	$ 20,000
8	As-builts, Punchlist and Closeout	1	LS	$ 5,000	$ 5,000
9	**Earthwork**				
10	Clearing and Grubbing	23	Acres	$ 1,500	$ 34,500
11	Cut	41000	CY	$ 4.0	$ 164,000
12	Fill	37000	CY	$ 5.0	$ 185,000
13	**Utilities**				
14	***Sewer Main***				
15	Doghouse manhole to connect to existing main	2	EA	$ 7,000	$ 14,000
16	Sanitary Sewer Manhole including Concrete Collars	19	EA	$ 5,000	$ 95,000
17	8" SDR-35 PVC Sewer Main (including stubs into tracts and Raptor Run)	3668	LF	$ 41	$ 150,388
18	4" Sewer Service	67	EA	$ 1,500	$ 100,500
19	***Storm Drain***				
20	24" HDPE Storm Drain - Pipe System 1	484	LF	$ 55	$ 26,620
21	24" HDPE Storm Drain - Pipe System 2 - to EAST side of Spanish Valley Drive	279	LF	$ 55	$ 15,345
22	24" HDPE Storm Drain - Pipe System 3 - to EAST side of Spanish Valley Drive	771	LF	$ 55	$ 42,405
23	24" HDPE Storm Drain - Pipe System 4	50	LF	$ 55	$ 2,750
24	24" FES	10	EA	$ 500	$ 5,000
25	Concrete Waterway and Waterway Transition Structure	3	EA	$ 7,000	$ 21,000
26	Concrete Channel / Sidewalk Underdrain	1	EA	$ 3,000	$ 3,000
27	Curb Inlet Box (single), Frame, and Grate	4	EA	$ 3,000	$ 12,000
28	Curb Inlet Box (double), Frame, and Grate (includes 1 Double Catch Basin)	7	EA	$ 5,000	$ 35,000
29	Cleanout Box, Frame, and Grate	6	EA	$ 3,000	$ 18,000
30	Detention Pond Fine Grading (for pipe systems 2, 3, & 4 corner)	4	EA	$ 5,000	$ 20,000
31	Detention Pond Outlet Structure (4x4x3 Precast Concrete Box) and 18" Pipe	4	EA	$ 6,000	$ 24,000
32	Rip Rap Energy Dissipator (10 CY each w/Filter Fabric, loosely placed)	15	EA	$ 2,000	$ 30,000
33	Rip Rap Check Dams in Southerly Channel	15	EA	$ 250	$ 3,750
34	60" Culvert in Spanish Valley Dr, w/CIP Winged Headwalls, and Rip Rap Inlet/Outlet	1	LS	$ 55,000	$ 55,000
35	***Culinary Water Main***				
36	Connect to Existing Main (including gate valves)	3	EA	$ 7,500	$ 22,500
37	8" C-900 PVC Water Main (includes westerly extention to Budwesier Lane)	4529	LF	$ 40	$ 181,160
38	3/4" Service	67	EA	$ 1,750	$ 117,250
39	Hydrant Lateral and Assembly (including Tee, GV, etc.)	7	EA	$ 6,000	$ 42,000
40	Air Release/Vac Valve	2	EA	$ 2,000	$ 4,000
41	8" Gate Valve Cluster (4x or 3x including Thrust Blocks, Boxes, Collars, etc)	7	EA	$ 7,500	$ 52,500
42	Watermain relocation (dip) for Storm Drain Pipe 2 in Spanish Valley Drive	1	LS	$ 7,500	$ 7,500
43	***Irrigation Water Main***				
44	Connect to Existing Main (including gate valves)	2	EA	$ 4,500	$ 9,000
45	4" PVC Irrigation Main	3989	LF	$ 25	$ 99,725
46	3/4" Irrigation Service	67	EA	$ 1,250	$ 83,750
47	4" Gate Valve Cluster (4x or 3x including Thrust Blocks, Boxes, Collars, etc)	7	EA	$ 5,000	$ 35,000
48	***Franchise Utilities (Trenching and Backfilling Only)***				
49	Electric and Communication (along both sides of roads){No Design yet}	5695	LF	$ 5	$ 28,475
50	**Road Improvements**				
51	***South Plateau Drive - Type 1 Onsite - ~1,050' full width + ~300' transition to 26' width***				
52	Asphalt Paving (3" depth) [34' width, 5,290 SY]	840	Tons	$ 125	$ 105,000
53	Base Course (11" depth)	1517	CY	$ 35	$ 53,095
54	Compacted Sub-Base Course (12" depth)	1655	CY	$ 10	$ 16,550
55	6" Mountable Curb and Gutter - Type D - both sides (includes break for Tracts F&G entrances)	2000	LF	$ 30	$ 60,000
56	4' Concrete Sidewalk - Attached - Both Sides	889	SY	$ 45	$ 40,005
57	***Budweiser Lane - SW Offsite Road ~725 feet***				
58	Asphalt Paving 2" Top Mat [26' wide for 510' (over existing and widened road)]	165	Tons	$ 150	$ 24,750
59	Asphalt Paving along edges (2" depth) [~270'x2' north side, ~500'x5.2' south side]	40	Tons	$ 150	$ 6,000

Ent 536170 Bk 0891 Pg 0013



Setbacks:

Multi-Family Residence (Apartments & Cottages):
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 20'
If > 2 stories = 30'
Min. Rear Yard = 10'

Single Family Residence:
Min. Front & Street Side Yard = 20'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Townhome Residence:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Community Facilities & Daycare:
Min. Front & Street Side Yard = 10'
Min. Interior Side Yard = 10'
Min. Rear Yard = 10'

Development Data:

Community Facilities:
Parking: 31 Stalls

Daycare :
Parking: 15 Stalls

Apartments:

(A)

1 Bed:	10
2 Bed:	16
3 Bed:	6
Total:	32
Parking:	56 Stalls

(B)

1 Bed:	28
2 Bed:	42
3 Bed:	14
Total:	84
Parking:	147 Stalls

Cottages
Total: 24
25 Stalls

Townhomes:
Total: 96

Single Family
Total: 64

Total Units: 300

Floodplain
County Trail
(To Be Determined)

0 30 60 120 180
SCALE: 1"=60'

SETBACK NOTES:

- 40 ft drainage easement shall be maintained along southern border of the development.

- Where multifamily development exists along the project boundary, a 20' buffer shall be maintained (as described in Section 5.4 of the Land Use Code). The 20' buffer shall supersede the minimum setbacks listed on the Master Plan for multifamily.

ELLIOTT WORKGROUP ARCHITECTURE LLC
1441 West Ute Blvd, Suite 100
Park City, Utah 84098
435-649-0092 or 801-415-1839
elliottworkgroup.com

ELLIOTT WORKGROUP

Arroyo Crossing

Grand County

Stamp

ISSUE DATE: 06-07-22
OWNER PROJECT NO: ‹
CONTRACT NO: xxx
DRAWN BY: XXX
CHECKED BY: XXX
DESIGNED BY: XXX
EWG PROJECT NO: 2019-12
COPYRIGHT: Elliott Workgroup Architecture, LLC

SHEET TITLE

Conceptual Site Plan

L-100

SHEET OF

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4TH, 2022

Agenda Item:

TITLE:	Approving the 2022 Property Tax Abatements and Cancelations through 9/28/2022.
FISCAL IMPACT:	The total impact is $360,413.95 of which $93,027.08 is reimbursed by the State leaving a final impact amount of $267,386.87.
PRESENTER(S):	Chris Kauffman, Grand County Treasurer

Prepared By:

Chris Kauffman
Grand County
Treasurer
435-259-1338

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:
I move to approve the 2022 property tax abatements and cancellations through 9/28/2022 as presented.

BACKGROUND:
Each year, in accordance with State Law, Grand County accepts applications for property tax abatement from veterans with a service related disability, persons who are legally blind and low income individuals who are over age 64, a surviving spouse, disabled or experiencing extreme hardship. County approval is mandatory for most of these abatements and the State reimburses a portion of them.

Every year some taxes are canceled or adjusted by the Commission for a variety of reasons. Some taxes are incorrectly assessed, others may not be cost effective to collect and courts may order reductions due to appeals of valuation.

There was a substantial increase in abatements compared to prior years. This was due largely to the dramatic increase in property values in the Moab City taxing district which was reassessed this year. A large number of abatement recipients live within the City boundaries and when property taxes increase, some tax abatements increase with them.

The fiscal impact listed above is spread across all taxing entities, generally in proportion to their share of overall property tax. Additionally, tax abatements and exemptions are factored into the property tax rate through the collection rate. Therefore, taxing entities will experience little actual loss of revenue from abatements but all other tax payers will see a small increase in what they pay.

ATTACHMENT(S):
Property Tax Abatement/Cancelation History Chart

2022 Property Tax Relief Table

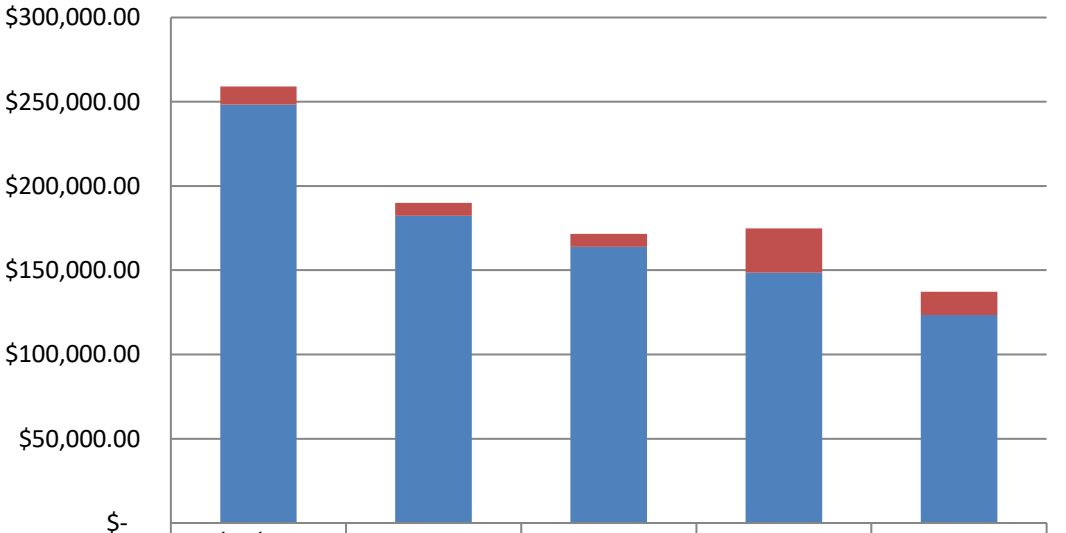
Grand County Auditor's District/Entity Abatement Report (Real Property)

Grand County Auditor's District/Entity Abatement Report (Personal Property)

Grand County Redemption Tax Receipts – showing only cancelations made for prior years taxes

2022 Tax Cancelation Summary – breakdown of the cancelations and reasons for each

Grand County Property Tax Abatement/Cancelation History



	9/28/2022	2021	2020	2019	2018
Cancelations	$10,767.23	$7,700.25	$7,758.89	$26,297	$13,893
Abatements not Reimbursed	$248,346.80	$182,260.26	$163,891.86	$148,624.36	$123,355

2022 Property Tax Relief Table

(Reference Standard 3 https://propertytax.utah.gov/standards/standard03.pdf **)**

Type	Mandatory or Discretionary	Entity Determining Eligibility	Funded By	Filing Requirements	Eligible Persons	Eligible Property	Amount
Veterans Exemption *59-2-1903 & 1904*	Mandatory	County	County	File by Sept 1; proof of service, proof of disability	Veteran with a disability; unmarried surviving spouse or minor orphans; disability ≥ 10%	Primary residence and non-business personal property	Credit up to $283,964 in taxable value, based on percentage of disability
Active Duty Exemption *59-2-1902*	Mandatory	County	County	File by Sept 1 the year after qualifying active duty service was completed, provide evidence of qualifying active duty military service*	Qualified active duty; At least 200 days in a continuous 365-day period outside the state beginning in prior year. **	Primary residence of military member	Total taxable value of the primary residential property
Blind Exemption *59-2-1106*	Mandatory	County	County	File annually by Sept 1; ophthalmologist signed statement	Legally blind as defined by statute; unmarried surviving spouse or minor orphans; no income requirements	Real and personal property	Credit of $11,500 in taxable value
Circuit Breaker *59-2-1202 to 1220* — **Homeowner's Credit**	Mandatory	County	State General Fund	File annually by Sept 1 with county; signed statement of income	Provide own financial support, 66+ years of age or surviving spouse; income <$35,807 Utah resident for entire year	Owner-occupied residence	Credit up to $1,110 based on annual household income
Circuit Breaker *59-2-1202 to 1220* — **Homeowner's Valuation Reduction**	Mandatory	County	County	Same as Homeowner's Credit	Same as Homeowner's Credit	Same as Homeowner Credit	Credit equal to tax on 20% of fair market value of residence
Circuit Breaker *59-2-1202 to 1220* — **Renter's Credit*** **	Mandatory	Tax Commission	State General Fund	File annually by Dec 31 with state; signed income statement & gross rent	Same as Homeowner's Credit	Renter-occupied residence	Credit up to $1061 based on household income & percentage of rent paid
Indigent Abatement *59-2-1803 & 1804*	Discretionary	County	County	File annually by Sept 1; signed statement of disability or hardship; proof of ownership; other as require by county	65+ years of age, or disabled, or in extreme hardship; income <$35,807; residing at property at least 10 months of year	Owner-occupied residence	½ tax due, or max. of $1,110, whichever is less
Indigent Deferral *59-2-1802 & 1804*	Discretionary	County	County	Same as indigent abatement; approval of mortgage or trust deed holder.	Same as indigent abatement; hold no income producing assets	Owner-occupied residence	All or any portion of tax; interest accrues; deferral continues until property changes hands.

*Evidence could include: Military Service or Deployment Order, Letter from commanding officer or Travel Voucher/Sub Voucher (DD Form 1351-2) (Military Personnel Office)
**Also includes unmarried surviving spouse and minor orphan of a veteran who was killed in action or died in the line of duty under active duty exemption.
*** This relief is only indirectly related to property tax; it is to help offset the general tax burden.

Utah Code Ann. Sec 59-2-1347 allows a county, for property assessed by the county, or USTC, for property assessed by the Commission, to accept an amount less than the full amount of taxes due, and allows a county to defer the full amount of taxes due "where, in the judgment of the [county legislative body for property assessed by the county, or USTC for property assessed by the Commission], the best human interests and the interests of the state and the county are served." The statute also allows a county legislative body to grant retroactive adjustments or deferrals. *Please call Jared Rezendes on (385) 499-0553 with further questions.*

GRAND COUNTY

09/28/2022 **Auditor's District/Entity Abatement Report** 05:37PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
001 MOAB CITY DISTRICT	0.010511				
		CIRCUIT BREAKER	64	44,475.77	4,231,365
		COMMSSION ADJUSTMENT	5	5,386.74	512,487
		INDIGENT	66	29,422.39	2,799,203
		20% CIRCUIT BREAKER	62	52,462.37	4,991,193
		VETERANS	26	48,901.26	4,652,390
		District Totals:	**223**	**180,648.53**	**17,186,638**
002 SPANISH VALLEY	0.010511				
		BLIND	3	362.64	34,500
		CIRCUIT BREAKER	58	36,206.78	3,444,662
		COMMSSION ADJUSTMENT	7	4,677.89	445,048
		INDIGENT	43	16,023.32	1,524,432
		20% CIRCUIT BREAKER	53	32,582.20	3,099,819
		VETERANS	30	47,734.98	4,541,431
		District Totals:	**194**	**137,587.81**	**13,089,892**
003 MOAB CITY MMA	0.010511				
		CIRCUIT BREAKER	2	1,486.00	141,376
		INDIGENT	1	194.52	18,506
		20% CIRCUIT BREAKER	2	813.32	77,378
		District Totals:	**5**	**2,493.84**	**237,260**
004 COUNTY GENERAL	0.009786				
		CIRCUIT BREAKER	3	1,568.16	160,244
		INDIGENT	1	231.51	23,657
		20% CIRCUIT BREAKER	2	799.33	81,681
		VETERANS	2	1,088.21	111,200
		District Totals:	**8**	**3,687.21**	**376,782**
005 ELGIN MOSQUITO ABATEMENT	0.009786				
		CIRCUIT BREAKER	1	541.60	55,344
		VETERANS	1	1,712.21	174,965
		District Totals:	**2**	**2,253.81**	**230,309**
006 CASTLE VALLEY FIRE	0.010401				
007 THOMPSON WATER DISTRICT	0.009786				
		VETERANS	1	148.40	15,165
		District Totals:	**1**	**148.40**	**15,165**
008 GREEN RIVER CITY	0.009724				
009 TOWN OF CASTLE VALLEY	0.012169				
		CIRCUIT BREAKER	11	8,207.08	674,423
		COMMSSION ADJUSTMENT	1	754.48	62,000
		INDIGENT	4	699.85	57,511
		20% CIRCUIT BREAKER	8	3,358.02	275,950
		VETERANS	7	10,848.82	891,512
		District Totals:	**31**	**23,868.25**	**1,961,396**
011 ARCHES SPECIAL SERVICE DIST	0.010511				
021 DIST 21	0.010511				
022 DIST 22	0.010511				
023 DIST 23	0.010511				
024 DIST 24	0.009786				
025 DIST 25	0.009786				
026 DIST 26	0.010401				

GRAND COUNTY

09/28/2022 **Auditor's District/Entity Abatement Report** 05:37PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
027 DIST 27	0.009786				
028 DIST 28	0.009724				
029 DIST 29	0.012169				
031 STATE ASSESSED & SVWS & MC	0.010511				
034 STATE ASSESSED & SVWS	0.009786				
038 STATE ASSESSED & GRC & EMA	0.009724				
048 STATE ASSESSED & GRC	0.009724				
		BLIND	3	362.64	34,500
		CIRCUIT BREAKER	139	92,485.39	8,707,414
		COMMSSION ADJUSTMENT	13	10,819.11	1,019,535
		INDIGENT	115	46,571.59	4,423,309
		20% CIRCUIT BREAKER	127	90,015.24	8,526,021
		VETERANS	67	110,433.88	10,386,663
		Grand Totals:	**464**	**350,687.85**	**33,097,442**

Auditor's District/Entity Abatement Report

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
02 CASTLE VALLEY FIRE	0.000615				
		CIRCUIT BREAKER	11	414.77	674,423
		COMMSSION ADJUSTMENT	1	38.13	62,000
		INDIGENT	4	35.37	57,511
		20% CIRCUIT BREAKER	8	169.71	275,950
		VETERANS	7	548.28	891,512
		Entity Totals:	**31**	**1,206.26**	**1,961,396**
07 TOWN OF CASTLE VALLEY	0.001768				
		CIRCUIT BREAKER	11	1,192.38	674,423
		COMMSSION ADJUSTMENT	1	109.62	62,000
		INDIGENT	4	101.68	57,511
		20% CIRCUIT BREAKER	8	487.88	275,950
		VETERANS	7	1,576.19	891,512
		Entity Totals:	**31**	**3,467.75**	**1,961,396**
10 GRAND COUNTY GENERAL	0.001791				
		BLIND	3	61.79	34,500
		CIRCUIT BREAKER	139	15,594.96	8,707,414
		COMMSSION ADJUSTMENT	13	1,825.98	1,019,535
		INDIGENT	115	7,922.14	4,423,309
		20% CIRCUIT BREAKER	127	15,270.09	8,526,021
		VETERANS	67	18,602.51	10,386,663
		Entity Totals:	**464**	**59,277.47**	**33,097,442**
11 SCHOOL - GENERAL	0.005339				
		BLIND	3	184.20	34,500
		CIRCUIT BREAKER	139	46,488.81	8,707,414
		COMMSSION ADJUSTMENT	13	5,443.29	1,019,535
		INDIGENT	115	23,616.05	4,423,309
		20% CIRCUIT BREAKER	127	45,520.38	8,526,021
		VETERANS	67	55,454.39	10,386,663
		Entity Totals:	**464**	**176,707.12**	**33,097,442**
12 SCHOOL - STATE BASIC LEVY	0.001652				
		BLIND	3	57.00	34,500
		CIRCUIT BREAKER	139	14,384.63	8,707,414
		COMMSSION ADJUSTMENT	13	1,684.27	1,019,535
		INDIGENT	115	7,307.30	4,423,309
		20% CIRCUIT BREAKER	127	14,084.98	8,526,021
		VETERANS	67	17,158.76	10,386,663
		Entity Totals:	**464**	**54,676.94**	**33,097,442**
14 MULTICOUNTY ASSESSING & CO	0.000015				
		BLIND	3	0.52	34,500
		CIRCUIT BREAKER	139	130.61	8,707,414
		COMMSSION ADJUSTMENT	13	15.30	1,019,535
		INDIGENT	115	66.35	4,423,309
		20% CIRCUIT BREAKER	127	127.90	8,526,021
		VETERANS	67	155.80	10,386,663
		Entity Totals:	**464**	**496.48**	**33,097,442**
15 COUNTY A&C	0.000309				
		BLIND	3	10.66	34,500
		CIRCUIT BREAKER	139	2,690.60	8,707,414
		COMMSSION ADJUSTMENT	13	315.04	1,019,535

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		INDIGENT	115	1,366.80	4,423,309
		20% CIRCUIT BREAKER	127	2,634.54	8,526,021
		VETERANS	67	3,209.48	10,386,663
		Entity Totals:	**464**	**10,227.12**	**33,097,442**
16 LIBRARY	0.000408				
		BLIND	3	14.08	34,500
		CIRCUIT BREAKER	139	3,552.62	8,707,414
		COMMSSION ADJUSTMENT	13	415.97	1,019,535
		INDIGENT	115	1,804.70	4,423,309
		20% CIRCUIT BREAKER	127	3,478.62	8,526,021
		VETERANS	67	4,237.76	10,386,663
		Entity Totals:	**464**	**13,503.75**	**33,097,442**
17 GRAND COUNTY CEMETERY	0.000151				
		BLIND	3	5.21	34,500
		CIRCUIT BREAKER	139	1,314.82	8,707,414
		COMMSSION ADJUSTMENT	13	153.95	1,019,535
		INDIGENT	115	667.91	4,423,309
		20% CIRCUIT BREAKER	127	1,287.42	8,526,021
		VETERANS	67	1,568.39	10,386,663
		Entity Totals:	**464**	**4,997.70**	**33,097,442**
20 MOAB MOSQUITO ABATEMENT	0.000182				
		BLIND	3	6.28	34,500
		CIRCUIT BREAKER	124	1,422.77	7,817,403
		COMMSSION ADJUSTMENT	12	174.27	957,535
		INDIGENT	110	790.27	4,342,141
		20% CIRCUIT BREAKER	117	1,486.65	8,168,390
		VETERANS	56	1,673.27	9,193,821
		Entity Totals:	**422**	**5,553.51**	**30,513,790**
21 MOAB VALLEY FIRE	0.000543				
		BLIND	3	18.73	34,500
		CIRCUIT BREAKER	124	4,244.85	7,817,403
		COMMSSION ADJUSTMENT	12	519.94	957,535
		INDIGENT	110	2,357.79	4,342,141
		20% CIRCUIT BREAKER	117	4,435.43	8,168,390
		VETERANS	56	4,992.25	9,193,821
		Entity Totals:	**422**	**16,568.99**	**30,513,790**
23 CHARTER SCHOOL STATE LEVY	0.000059				
		BLIND	3	2.04	34,500
		CIRCUIT BREAKER	139	513.73	8,707,414
		COMMSSION ADJUSTMENT	13	60.16	1,019,535
		INDIGENT	115	260.97	4,423,309
		20% CIRCUIT BREAKER	127	503.04	8,526,021
		VETERANS	67	612.80	10,386,663
		Entity Totals:	**464**	**1,952.74**	**33,097,442**
25 LIBRARY - DEBT	0.000062				
		BLIND	3	2.14	34,500
		CIRCUIT BREAKER	139	539.86	8,707,414
		COMMSSION ADJUSTMENT	13	63.20	1,019,535
		INDIGENT	115	274.25	4,423,309
		20% CIRCUIT BREAKER	127	528.61	8,526,021

Auditor's District/Entity Abatement Report

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		VETERANS	67	643.97	10,386,663
		Entity Totals:	**464**	**2,052.03**	**33,097,442**
		BLIND	33	362.65	379,500
		CIRCUIT BREAKER	1,521	92,485.41	95,350,378
		COMMSSION ADJUSTMENT	143	10,819.12	11,214,885
		INDIGENT	1,263	46,571.58	48,609,085
		20% CIRCUIT BREAKER	1,393	90,015.25	93,622,869
		VETERANS	729	110,433.85	113,650,633
		Grand Totals:	**5,082**	**350,687.86**	**362,827,350**

GRAND COUNTY

09/28/2022 **Auditor's District/Entity Abatement Report** 05:50PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
001 MOAB CITY DISTRICT	0.010853				
		Veteran	3	596.32	54,945
		Indigent	2	153.74	14,166
		Cancellation Tax	1	121.69	11,213
		Circuit Breaker	4	523.34	48,221
		Write Off	39	23.15	2,133
		District Totals:	**49**	**1,418.24**	**130,678**
002 SPANISH VALLEY	0.010853				
		Veteran	2	213.37	19,660
		Cancellation Tax	8	459.56	42,344
		Cancellation Interest	4	2.97	274
		Circuit Breaker	1	18.34	1,690
		Write Off	36	43.92	4,049
		District Totals:	**51**	**738.16**	**68,017**
003 MOAB CITY MMA	0.010853				
		Write Off	1	0.58	53
		District Totals:	**1**	**0.58**	**53**
004 COUNTY GENERAL	0.010266				
		Write Off	2	0.27	26
		District Totals:	**2**	**0.27**	**26**
005 ELGIN MOSQUITO ABATEMENT	0.010266				
006 CASTLE VALLEY FIRE	0.010854				
		Write Off	1	0.26	24
		District Totals:	**1**	**0.26**	**24**
007 THOMPSON WATER DISTRICT	0.010266				
008 GREEN RIVER CITY	0.010195				
009 TOWN OF CASTLE VALLEY	0.012670				
011 ARCHES SPECIAL SERVICE DIST	0.010853				
021 DIST 21	0.010853				
022 DIST 22	0.010853				
023 DIST 23	0.010853				
024 DIST 24	0.010266				
025 DIST 25	0.010266				
026 DIST 26	0.010854				
027 DIST 27	0.010266				
028 DIST 28	0.010195				
029 DIST 29	0.012670				
031 STATE ASSESSED & SVWS & MC	0.010853				
034 STATE ASSESSED & SVWS	0.010266				
038 STATE ASSESSED & GRC & EMA	0.010195				
048 STATE ASSESSED & GRC	0.010195				
		Blind	0	0.00	0
		Veteran	5	809.69	74,605
		Indigent	2	153.74	14,166
		Cancellation Tax	9	581.25	53,557
		Cancellation Penalty	0	0.00	0
		Cancellation Interest	4	2.97	274
		20% Home Owner Credit	0	0.00	0
		Circuit Breaker	5	541.68	49,911

GRAND COUNTY

Auditor's District/Entity Abatement Report

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
		Write Off	79	68.18	6,285
		Grand Totals:	**104**	**2,157.51**	**198,798**

GRAND COUNTY

Auditor's District/Entity Abatement Report

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
02 CASTLE VALLEY FIRE	0.000588				
		Write Off	1	0.01	24
		Entity Totals:	**1**	**0.01**	**24**
07 TOWN OF CASTLE VALLEY	0.001816				
10 GRAND COUNTY GENERAL	0.001951				
		Veteran	5	145.56	74,605
		Indigent	2	27.64	14,166
		Cancellation Tax	9	104.49	53,557
		Cancellation Interest	4	0.53	274
		Circuit Breaker	5	97.38	49,911
		Write Off	79	12.26	6,285
		Entity Totals:	**104**	**387.86**	**198,798**
11 SCHOOL - GENERAL	0.005553				
		Veteran	5	414.28	74,605
		Indigent	2	78.66	14,166
		Cancellation Tax	9	297.40	53,557
		Cancellation Interest	4	1.52	274
		Circuit Breaker	5	277.15	49,911
		Write Off	79	34.89	6,285
		Entity Totals:	**104**	**1,103.90**	**198,798**
12 SCHOOL - STATE BASIC LEVY	0.001661				
		Veteran	5	123.92	74,605
		Indigent	2	23.53	14,166
		Cancellation Tax	9	88.95	53,557
		Cancellation Interest	4	0.45	274
		Circuit Breaker	5	82.90	49,911
		Write Off	79	10.43	6,285
		Entity Totals:	**104**	**330.18**	**198,798**
14 MULTICOUNTY ASSESSING & CO	0.000012				
		Veteran	5	0.90	74,605
		Indigent	2	0.17	14,166
		Cancellation Tax	9	0.64	53,557
		Circuit Breaker	5	0.60	49,911
		Write Off	79	0.08	6,285
		Entity Totals:	**100**	**2.39**	**198,524**
15 COUNTY A&C	0.000337				
		Veteran	5	25.15	74,605
		Indigent	2	4.77	14,166
		Cancellation Tax	9	18.05	53,557
		Cancellation Interest	4	0.09	274
		Circuit Breaker	5	16.82	49,911
		Write Off	79	2.12	6,285
		Entity Totals:	**104**	**67.00**	**198,798**
16 LIBRARY	0.000445				
		Veteran	5	33.20	74,605
		Indigent	2	6.30	14,166
		Cancellation Tax	9	23.83	53,557
		Cancellation Interest	4	0.12	274
		Circuit Breaker	5	22.21	49,911
		Write Off	79	2.79	6,285

Auditor's District/Entity Abatement Report

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		Entity Totals:	**104**	**88.45**	**198,798**
17 GRAND COUNTY CEMETERY	0.000165				
		Veteran	5	12.31	74,605
		Indigent	2	2.34	14,166
		Cancellation Tax	9	8.84	53,557
		Cancellation Interest	4	0.05	274
		Circuit Breaker	5	8.24	49,911
		Write Off	79	1.03	6,285
		Entity Totals:	**104**	**32.81**	**198,798**
20 MOAB MOSQUITO ABATEMENT	0.000205				
		Veteran	5	15.29	74,605
		Indigent	2	2.90	14,166
		Cancellation Tax	9	10.98	53,557
		Cancellation Interest	4	0.06	274
		Circuit Breaker	5	10.24	49,911
		Write Off	76	1.28	6,235
		Entity Totals:	**101**	**40.75**	**198,748**
21 MOAB VALLEY FIRE	0.000382				
		Veteran	5	28.50	74,605
		Indigent	2	5.41	14,166
		Cancellation Tax	9	20.46	53,557
		Cancellation Interest	4	0.10	274
		Circuit Breaker	5	19.07	49,911
		Write Off	76	2.38	6,235
		Entity Totals:	**101**	**75.92**	**198,748**
23 CHARTER SCHOOL STATE LEVY	0.000071				
		Veteran	5	5.30	74,605
		Indigent	2	1.01	14,166
		Cancellation Tax	9	3.81	53,557
		Cancellation Interest	4	0.02	274
		Circuit Breaker	5	3.54	49,911
		Write Off	79	0.44	6,285
		Entity Totals:	**104**	**14.12**	**198,798**
25 LIBRARY - DEBT	0.000071				
		Veteran	5	5.30	74,605
		Indigent	2	1.01	14,166
		Cancellation Tax	9	3.81	53,557
		Cancellation Interest	4	0.02	274
		Circuit Breaker	5	3.54	49,911
		Write Off	79	0.44	6,285
		Entity Totals:	**104**	**14.12**	**198,798**
		Blind	0	0.00	0
		Veteran	55	809.71	820,655
		Indigent	22	153.74	155,826
		Cancellation Tax	99	581.26	589,127
		Cancellation Penalty	0	0.00	0
		Cancellation Interest	40	2.96	2,740
		20% Home Owner Credit	0	0.00	0

GRAND COUNTY

09/28/2022 **Auditor's District/Entity Abatement Report** 05:50PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		Circuit Breaker	55	541.69	549,021
		Write Off	864	68.15	69,059
		Grand Totals:	**1,135**	**2,157.51**	**2,186,428**

GRAND COUNTY CORPORATION
Redemption Tax Receipts
Collected 01/01/2022 through 09/28/2022

Date	Parcel Number	Payer Name	Year	Receipt	Dist	Type	Cash	Check	Charge/ACH	Total Paid
01/20/2022	01-0MCR-0009	COMM CANCEL	2021	0012802	001 X	CC Penalty	0.00	17.87	0.00	17.87
					Totals for Sequence:	00012802	0.00	17.87	0.00	17.87
01/27/2022	02-0008-0018	ORTIZ MICHAEL	2021	0012824	002 X	CC Principal	0.00	0.20	0.00	0.20
					Totals for Sequence:	00012824	0.00	0.20	0.00	0.20
02/01/2022	02-0SPA-0005	EVANS	2020	0012835	002 X	CC Principal	0.00	0.07	0.00	0.07
					Totals for Sequence:	00012835	0.00	0.07	0.00	0.07
02/11/2022	01-0B09-0014	PASSELTINER EVE	2021	0012872	001 X	CC Principal	0.00	0.77	0.00	0.77
					Totals for Sequence:	00012872	0.00	0.77	0.00	0.77
02/16/2022	07-0021-0143	COPANAS BRIAN	2021	0012880	007 X	CC Principal	0.00	0.03	0.00	0.03
					Totals for Sequence:	00012880	0.00	0.03	0.00	0.03
02/24/2022	02-0SAA-0010	CANCEL DUE TO EXTENSI	2021	0012885	002 X	CC Principal	0.00	22.93	0.00	22.93
02/24/2022	02-0SAA-0010	CANCEL DUE TO EXTENSI	2021	0012885	002 X	CC Penalty	0.00	38.86	0.00	38.86
02/24/2022	02-0SAA-0010	CANCEL DUE TO EXTENSI	2021	0012885	002 X	CC Interest	0.00	0.64	0.00	0.64
					Totals for Sequence:	00012885	0.00	62.43	0.00	62.43
03/09/2022	02-0007-0141	GAY ZELMA BC#6551358	2021	0012903	002 X	CC Principal	0.00	0.50	0.00	0.50
					Totals for Sequence:	00012903	0.00	0.50	0.00	0.50
03/11/2022	04-0025-0037	GIESE BONNIE #2506	2021	0012907	004 X	CC Principal	0.00	0.08	0.00	0.08
					Totals for Sequence:	00012907	0.00	0.08	0.00	0.08
03/25/2022	02-0RDC-0068	COMMISSION CANCEL	2021	0012925	002 X	CC Principal	0.00	1.81	0.00	1.81
03/25/2022	02-0RDC-0068	COMMISSION CANCEL	2021	0012925	002 X	CC Interest	0.00	0.03	0.00	0.03
					Totals for Sequence:	00012925	0.00	1.84	0.00	1.84
03/30/2022	02-0WAT-0009	ANDERSON OLIVER TITLE	2021	0012930	002 X	CC Principal	0.00	0.28	0.00	0.28
					Totals for Sequence:	00012930	0.00	0.28	0.00	0.28
03/30/2022	02-0STR-0005	CLIFFROSE INVESTMENT (	2021	0012932	002 X	CC Principal	0.00	3.00	0.00	3.00
					Totals for Sequence:	00012932	0.00	3.00	0.00	3.00
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2021	0012966	024 X	CC Principal	0.00	168.45	0.00	168.45
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2021	0012966	024 X	CC Penalty	0.00	110.00	0.00	110.00
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2021	0012966	024 X	CC Interest	0.00	8.18	0.00	8.18
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2020	0012966	024 X	CC Principal	0.00	231.50	0.00	231.50
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2020	0012966	024 X	CC Penalty	0.00	110.00	0.00	110.00
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2020	0012966	024 X	CC Interest	0.00	33.93	0.00	33.93
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2019	0012966	024 X	CC Principal	0.00	280.05	0.00	280.05
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2019	0012966	024 X	CC Penalty	0.00	110.00	0.00	110.00
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2019	0012966	024 X	CC Interest	0.00	73.14	0.00	73.14
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2018	0012966	024 X	CC Principal	0.00	335.20	0.00	335.20
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2018	0012966	024 X	CC Penalty	0.00	10.00	0.00	10.00
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2018	0012966	024 X	CC Interest	0.00	99.74	0.00	99.74
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2017	0012966	024 X	CC Principal	0.00	397.01	0.00	397.01
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2017	0012966	024 X	CC Penalty	0.00	110.00	0.00	110.00
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2017	0012966	024 X	CC Interest	0.00	162.45	0.00	162.45
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2016	0012966	024 X	CC Principal	0.00	467.02	0.00	467.02
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2016	0012966	024 X	CC Penalty	0.00	121.68	0.00	121.68
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2016	0012966	024 X	CC Interest	0.00	223.33	0.00	223.33
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2015	0012966	024 X	CC Principal	0.00	539.34	0.00	539.34
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2015	0012966	024 X	CC Penalty	0.00	123.48	0.00	123.48
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2015	0012966	024 X	CC Interest	0.00	297.85	0.00	297.85
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2014	0012966	024 X	CC Principal	0.00	615.17	0.00	615.17
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2014	0012966	024 X	CC Penalty	0.00	15.38	0.00	15.38
06/02/2022	24-0XST-0282	COMMISSION CANCEL 6-2-	2014	0012966	024 X	CC Interest	0.00	327.48	0.00	327.48
					Totals for Sequence:	00012966	0.00	4,970.38	0.00	4,970.38
06/03/2022	24-0XST-0235	COMMISSION CANCE 6-3-	2018	0012968	024 X	CC Principal	0.00	32.49	0.00	32.49
06/03/2022	24-0XST-0235	COMMISSION CANCE 6-3-	2018	0012968	024 X	CC Penalty	0.00	10.00	0.00	10.00
06/03/2022	24-0XST-0235	COMMISSION CANCE 6-3-	2018	0012968	024 X	CC Interest	0.00	12.29	0.00	12.29

GRAND COUNTY CORPORATION
Redemption Tax Receipts
Collected 01/01/2022 through 09/28/2022

Date	Parcel Number	Payer Name	Year	Receipt	Dist	Type	Cash	Check	Charge/ACH	Total Paid
				Totals for Sequence: 00012968			0.00	54.78	0.00	54.78
06/17/2022	02-0SMV-0016	TIFFANY JAMES	2020	0012974	002 X	CC Principal	0.00	0.01	0.00	0.01
				Totals for Sequence: 00012974			0.00	0.01	0.00	0.01
08/29/2022	02-0COY-0006	SHORT CANCEL	2021	0012986	002 X	CC Principal	0.00	1.91	0.00	1.91
08/29/2022	02-0COY-0006	SHORT CANCEL	2021	0012986	002 X	CC Interest	0.00	0.06	0.00	0.06
				Totals for Sequence: 00012986			0.00	1.97	0.00	1.97
09/12/2022	09-0000-0026	KRISTEN ANN KELLEY	2021	0012991	009 X	CC Principal	0.00	0.25	0.00	0.25
				Totals for Sequence: 00012991			0.00	0.25	0.00	0.25
09/27/2022	02-0RMV-0034	BECKMAN MICHAEL	2021	0013001	002 X	CC Principal	0.00	0.92	0.00	0.92
				Totals for Sequence: 00013001			0.00	0.92	0.00	0.92
						Deposit Totals:	**0.00**	**5,115.38**	**0.00**	**5,115.38**
						Grand Totals:	**0.00**	**5,115.38**	**0.00**	**5,115.38**

Real/Personal Cancelations - includes shorts, penalty/interest **1/1/2022 - 9/28/2022**

Date	Parcel	Current Amount	Prior Yrs Tax & P/I	Current Penalty	Personal Current	Personal Prior Years	Notes
1/20/2022	01-0MCR-0009		$ 17.87				Mortgage Co didn't pay
1/24/2022	BU-01-2186					$ 59.47	No longer in business, writing off because not valuable enough to pursue collection.
1/24/2022	BU-01-1983					$ 166.14	No longer in business, writing off because not valuable enough to pursue collection.
1/24/2022	BU-01-2189					$ 59.46	No longer in business, writing off because not valuable enough to pursue collection.
1/24/2022	BU-02-2271					$ 119.67	No longer in business, writing off because not valuable enough to pursue collection.
1/24/2022	BU-02-2324					$ 141.65	No longer in business, writing off because not valuable enough to pursue collection.
1/26/2022	BU-09-0186					$ 36.25	No longer in business, writing off because not valuable enough to pursue collection.
1/26/2022	BU-01-2093					$ 48.33	No longer in business, writing off because not valuable enough to pursue collection.
1/27/2022	02-0008-0018		$ 0.20				Payment Short.
1/31/2022	BU-01-1101					$ 25.00	No longer in business, writing off because not valuable enough to pursue collection.
2/1/2022	02-0SPA-0005		$ 0.07				Payment Short.
2/7/2022	BU-02-2149					$ 25.00	No longer in business, writing off because not valuable enough to pursue collection.
2/7/2022	BU-09-0196					$ 93.09	No longer in business, writing off because not valuable enough to pursue collection.

2/7/2022	BU-01-2074					$ 25.00	No longer in business, writing off because not valuable enough to pursue collection.
2/7/2022	BU-02-2189					$ 60.38	No longer in business, writing off because not valuable enough to pursue collection.
2/9/2022	BU-02-1912					$ 25.00	No longer in business, writing off because not valuable enough to pursue collection.
2/11/2022	01-0B09-0014		$ 0.77				Payment Short.
2/16/2022	07-0021-0143		$ 0.03				Payment Short.
2/24/2022	02-0SAA-0010		$ 62.43				Parcel split in 2021, 1 child parcel given extra time to pay without penalty because they were not billed until December.
3/3/2022	BU-01-2068					$ 48.59	No longer in business, writing off because not valuable enough to pursue collection.
3/3/2022	BU-02-2287					$ 66.28	No longer in business, writing off because not valuable enough to pursue collection.
3/9/2022	02-0007-0141		$ 0.50				Payment Short.
3/11/2022	04-0025-0037		$ 0.08				Payment Short.
3/15/2022	LS-01-1773					$ 26.08	No longer in business, writing off because not valuable enough to pursue collection.
3/15/2022	BU-01-2086					$ 97.70	No longer in business, writing off because not valuable enough to pursue collection.
3/23/2022	BU-02-2337					$ 59.95	No longer in business, writing off because not valuable enough to pursue collection.
3/23/2022	BU-01-2201					$ 65.66	No longer in business, writing off because not valuable enough to pursue collection.
3/24/2022	HT-01-0585					$ 205.17	Mobile home no longer exists at this location in 2021 shouldn't have been taxed in 2021.
3/24/2022	HT-01-0598					$ 188.57	Mobile home no longer exists at this location in 2021 shouldn't have been taxed in 2021.

3/24/2021	HT-01-0710					$ 277.77	Mobile home no longer exists at this location in 2021 shouldn't have been taxed in 2021.
3/25/2022	02-0RDC-0068		$ 1.84				Payment Short.
3/29/2022	02-0WAT-0009		$ 0.28				Payment Short.
3/30/2022	02-0STR-0005		$ 3.00				Payment Short.
5/4/2022	BU-02-2026					$ 191.97	No longer in business, writing off because not valuable enough to pursue collection.
5/4/2022	BU-01-2140					$ 26.50	No longer in business, writing off because not valuable enough to pursue collection.
5/4/2022	BU-02-1387					$ 37.00	No longer in business, writing off because not valuable enough to pursue collection.
5/23/2022	BU-02-2345					$ 60.56	No longer in business, writing off because not valuable enough to pursue collection.
6/2/2022	24-0XST-0282		$ 4,970.38				Unable to reach company, unlikely that it is still in operation. State no longer valuing the wells and equipment. County advised against seizing for tax sale due to the liability of ownership in the event that no bids are received.
6/3/2022	24-0xst-0235		$ 54.78				Unable to reach company, unlikely that it is still in operation. State no longer valuing the wells and equipment. County advised against seizing for tax sale due to the liability of ownership in the event that no bids are received.
6/16/2022	BU-02-1987					$ 216.97	Taxpayer should have been exempt in 2021, they were not receiving notices due to address error.
6/17/2022	02-0SMV-0016		$ 0.01				Short payment
8/29/2022	02-0COY-0006		$ 1.97				Short payment

9/12/2022	09-0000-0026		$ 0.25				Payment Short.
9/14/2022	HT-02-0493				$25.10		Commission approved cancelation due to fire on Murphy Lane
9/14/2022	HT-01-0566				$16.55		Commission approved cancelation due to fire on Murphy Lane
9/14/2022	HT-02-0262				$26.92		Commission approved cancelation due to fire on Murphy Lane
9/14/2022	HT-02-0081				$113.79		Commission approved cancelation due to fire on Murphy Lane
9/14/2022	HT-02-0022				$23.06		Commission approved cancelation and refund due to fire on Murphy Lane
9/14/2022	HT-02-0504				$59.69		Commission approved cancelation and refund due to fire on Murphy Lane
9/14/2022	HT-01-0693				$121.69		Commission approved cancelation and refund due to fire on Murphy Lane. 1 dollar less than approved due to write off from March.
9/14/2022	HT-02-0498				$149.23		Commission approved cancelation and refund due to fire on Murphy Lane
9/14/2022	HT-02-0297				$48.19		Commission approved cancelation and refund due to fire on Murphy Lane
9/27/2022	02-0RMV-0034		$ 0.92				Payment Short.
9/28/2022	01-0B09-0011	$ 1,110.00					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	02-0007-0115	$ 644.01					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	01-0MMV-0057	$ 1,110.00					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	01-0MMV-0101	$ 1,010.71					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	02-0035-0019	$ 1,110.00					Per new resolution, applicant was over the State income limit but under $42,968.

9/28/2022	01-0MWA-0024	$ 1,046.03					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	02-0PBL-0001	$ 852.00					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	02-0RAP-0001	$ 955.58					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	09-0000-0433	$ 754.48					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	02-0020-0093	$ 1,110.00					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	01-0MMV-0035	$ 1,110.00					Per new resolution, applicant was over the State income limit but under $42,968.
9/28/2022	02-0007-0062	$ 4.20					Small amount owed by abatement recipient before tax bills sent and not worth collecting
9/28/2022	02-0STE-0008	$ 2.10					Small amount owed by abatement recipient before tax bills sent and not worth collecting

Totals	$ 10,819.11	$ 5,115.38	$ -	$ 584.22	$ 2,453.21

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4TH, 2022

Agenda Item:

TITLE:	Approving denial of tax relief applications through 9-28-2022
FISCAL IMPACT:	n/a
PRESENTER(S):	Chris Kauffman, Grand County Treasurer

Prepared By:

Chris Kauffman
Grand County
Treasurer
435-259-1338

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the denial of tax relief applications numbered 1 to 4 for 2022 as presented.

BACKGROUND:

Each year, in accordance with State Law, Grand County accepts applications for property tax abatement from veterans with a service related disability, persons who are legally blind and low income individuals who are over age 64, a surviving spouse, disabled or experiencing extreme hardship. All of these programs have criteria that applicants must meet in order to be eligible. Each year some applications are denied and the State Tax Commission (USTC) has advised that the County Commission (BOE) should officially deny applications rather than the office that accepts them. As of 9-28-2022, Grand County has received 4 signed applications that do not meet the eligibility requirements. State law protects the privacy of information submitted in a tax relief application so the applications have not been provided in the public packet but have been sent to the Commissioners individually. The applications have been assigned a number so they can be discussed without disclosing any identifying information. The USTC Tax Relief Standards of Practice are attached which cover all of the eligibility criteria.

All 5 applications were over the income limit set by the County earlier in 2022. That limit is 120% of the State limit.

2022 Non-qualifying Tax Relief Applications

#	Reason	Verified Income	County Income Limit	Amount Over
1	Over income	$ 45,221.00	$ 42,968.00	$ 2,253.00
2	Over income	$ 62,334.00	$ 42,968.00	$ 19,366.00
3	Over income	$ 49,054.41	$ 42,968.00	$ 6,086.41
4	Over income	$ 57,722.00	$ 42,968.00	$ 14,754.00

ATTACHMENT(S):

Utah State Tax Commission, Tax Relief Standards of Practice

Tax Relief

Standards of Practice

3

Utah State Tax Commission
Property Tax Division
Rev. August 2, 2021

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Section III.I
General Information

Purpose

These standards provide a reference to accepted procedures for administering statutory tax relief programs for individuals. Although the primary residential exemption is most often granted to individuals, organizations may also qualify. Due to this additional complexity, the primary residential exemption is addressed in the Property Tax Exemptions Standards of Practice. That standard also considers the primary residential exemption as it relates to individual homeowners.

Scope

These standards address five types of statutory tax relief:

- Armed forces exemption (comprising the veteran with a disability and active duty exemptions);
- Blind exemption;
- Indigent abatement/deferral;
- Discretionary adjustment/deferral; and
- Circuit breaker (comprising the homeowner's credit – including the homeowner's valuation reduction – and the renter's credit).

Although spread across Parts 11,12, 18 and 19 of the Utah Code, many concepts are applicable to all types of relief. Additionally, many subsections are repeated across all governing sections in these Parts. Please carefully read this Section III.I "General Information" as it contains requirements for all applicants, and will explain any exceptions to these requirements.

The Property Tax Relief Table on the Property Tax Website is a recommended quick reference guide to this Standard.

Determination of Tax Relief Status and Burden of Proof

The county is responsible for granting the veterans exemptions, blind exemption, and indigent abatements and deferrals. The State Tax Commission and the county are responsible for administering the circuit breaker homeowner's credit. The State Tax Commission is also responsible for administering the circuit breaker renter's credit

The burden is on the applicant to prove eligibility for any tax relief program. The county may request any evidence to establish eligibility required by statute. If the applicant fails to provide the information, the county may deny the tax relief.

Evidence for each program is detailed in their respective sections. Additionally, a county may take a broad or narrow interpretation of "hardship" when an indigent abatement or deferral (§ 59-2-1800) or discretionary abatement or deferral (§ 59-2-1347) is granted on this basis, rather than mandatory eligibility criteria (i.e. age, disability, or income).

Utah Residency Requirements

Claimants for tax relief must provide proof of established residency in the State of Utah. Indigent applicants must live in their residence at least 10 months of the year. Circuit breaker applicants must reside in the state for the entire calendar year. The veterans and blind exemptions apply to the primary residence and non-non business personal property (or primary residence only for active duty exemptions). Absence from the residence due to vacation, confinement to a hospital, or other similar temporary situation is not to be deducted from the residency requirement. (R884-24P-5)

U.S. Residency Status of Applicant for Tax Relief

Utah law requires an agency or political subdivision of the state to verify the lawful presence in the United States of an individual who has applied for a state or local public benefit, excluding the veteran with a disability exemption. An applicant for a state or local public benefit must provide proof of legal status or certify their lawful presence in the United States.

A person honorably discharged from US military service is presumed to be a US citizen and not required to provide additional proof of citizenship when applying for the veterans' exemption. (§§ 63G-12-402 and 59-2-1903)

A United States citizen or a legal resident will possess a social security number. Also, an individual who is present in the U.S. lawfully may qualify under 8 U.S.C. 1641 and possess an I-94 or an Alien Number.

The U.S. Department of Homeland Security, United States Citizenship and Immigration Services (USCIS), Verification Division has created an immigration status verification program called the Systematic Alien Verification for Entitlements (SAVE). The SAVE Program allows accessing immigration status information contained in the Department of Homeland Security databases. For a fee, the SAVE Program is available to determine the immigration status of applicants, thereby ensuring that only entitled applicants receive state or local public benefits. See the SAVE website for further details.

Multiple Ownership

The veteran with a disability exemption applies to a primary residence and/or personal property held exclusively for personal use and is not used in a trade or business. If several veterans own fractional interests in a property, they are each eligible for their full veteran with a disability exemption.

An indigent abatement is granted according to the total household income of a single owner-occupied primary residential property and effectively reduces the amount of tax due. Multiple ownership does not affect the amount of the abatement. If several indigents own fractional interests in a property, the maximum abatement is granted as if a single indigent owned the property.

Example

If several indigent veterans each own a partial interest in their home they would qualify for one full indigent abatement among them, but may each receive their full veteran with a disability exemption.

Multiple Tax Relief

The county may, at its discretion and within statutory guidelines, defer or abate property taxes for indigent persons. When an individual is eligible for other types of statutory tax relief, the individual must be granted all the relief for which he is eligible. For example, an individual who qualifies for the veteran with a disability exemption, the blind exemption as well as the circuit breaker must be granted the veteran with a disability exemption and the blind exemption in addition to the circuit breaker relief.

There may be occasions where a taxpayer's total tax relief will exceed a taxpayer's total tax liability. Should this occur, the order in which the relief is applied against the tax liability may affect county funds, as the circuit breaker credit is reimbursed with state funds and other credits with county funds. Accordingly, the county may first apply the state-reimbursed circuit breaker credit to the total tax liability before other abatements or adjustments.

Property Held in Trust

If the applicant is the creator (grantor, trustor, settlor, or similar title) of a trust holding title to real or tangible personal property for which the tax relief is claimed, the claimant must prove to the county that they are able to regain legal title to this property by claimant's own action under the trust, or the action of a non-adverse party or joint action of the claimant and the non-adverse party. The power to revoke the trust, terminate (the trust or any conveyance of property to the trust), alter or amend the trust itself, or appoint a new trustee must be present. When the applicant is not the creator of the trust, the applicant must control the legal ownership (must be the trustee or beneficiary of the trust). In addition, the applicant must be obligated to pay the property taxes on that portion of the trust property for the year (beginning January 1) in which the claimant claims the tax relief.

Key questions to ask the applicant are:

- Is the trust revocable?
- Is the applicant also the trustee of the trust?
- If the applicant is not the trustee, do they have the ability to appoint a new or different trustee, can the applicant amend the trust at any time, or can the applicant withdraw or order the withdrawal of the property from the trust?

The terms "*inter vivos*" and "living" are typical terms located in revocable trusts. An applicant's property included in an irrevocable trust would not be eligible for tax relief. However, each trust document is unique and must be considered on its own merits. If unable to determine if the trust qualifies, have the claimant presenting the trust submit a letter from the attorney who prepared the trust indicating that it qualifies as a "grantor trust", that the grantor retains ownership of the assets pursuant to Section 26 USC 676, and that all income earned by the trust is taxable to the grantor.

Legal Guardian or Power of Attorney

The representatives of applicants unable to act on their own behalf, should submit a signed and notarized power of attorney, or other documentation, as required by the county with the application.

Limitations

Applicants for tax relief are limited to taxes on the residence and a maximum of one acre of land (and non-business personal property for veterans with a disability and blind exemption applicants).

Discretionary adjustments/deferrals may apply to any taxable property.

Notice of Tax Relief

The tax notice must show the veterans, blind exemptions, indigent relief, and/or circuit breaker as tax credits deducted from taxes charged. (§ 59-2-1317 and R884-24P-36)

The county should develop procedures that provide effective notice to eligible participants of all available tax relief programs. The county may notify applicants of the available programs with on the valuation notice. (§ 59-2-919) The county may also notify or supply brochures to senior citizen centers and centers for the blind or handicapped.

In the event an applicant is denied an exemption or deferral, except when the denial is based upon late filing of claim for relief, the county must notify the applicant of the right to appeal to the Tax Commission. Appeals must be filed within 30 days after the decision. (§ 59-2-1217)

Refund of Overpayment

The county or State Tax Commission, is to grant a refund if the claimant's property taxes paid exceed the claimant's property taxes due providing the amount is $1 or more. (§§ 59-2-1106, 59-2-1220, 59-2-1803 and 59-2-1905). This may be necessary when application deadlines are extended, or if discretionary abatements are applied retroactively. (§ 59-2-1347)

Tax Relief When Moving Home

Indigent abatements/deferrals should be applied to property owned by the claimant on January 1. (§ 59-2-1101). The armed forces exemptions should be applied to the home the claimant lives as of September 1 the year the exemption is claimed. (§§ 59-2-1902 and 59-2-1904).Counties may seek to work with title companies to ensure tax relief is not going, in whole or in part, to a non-eligible individual who purchases a home from a tax relief recipient. For example, this could entail treating a property under contract as if no relief was applied to it (i.e. as if the full amount of taxes were owed) and refunding the seller (i.e. the relief claimant) based on the abatement or exemption they were entitled to on the property and amount of taxes they paid at closing, at time of their application.

Developing a system along these lines would also ensure the claimant themselves receives their full tax relief amount and a new owner does not inadvertently receive relief.

Appeal of County Decision

Taxpayers refused tax relief by a county may challenge that decision to the State Tax Commission. (§ 59-2-1101). Please see the Board of Equalization Standard for further information.

Constitutional Authority

The Utah State Constitution, Article XIII, Section 3, Subsections (3) and (4) outlines conditions in which property tax relief may be granted. The Utah State Legislature has enacted statutes enabling the counties to provide tax relief to individuals identified in the Utah State Constitution.

Legislative Authority

Title 59, Chapter 2, Parts 11, 12, 18 and 19 contain the main body of law regarding the application of property tax relief. Further relevant statues in the Utah Code include:

§ 59-2-919.1 – Requirements for the valuation notice, which provides the value an applicant for the veterans or blind exemptions seeks to exempt.

§ 59-2-1317 – Requirements for the Tax Notice, which provides the amount of taxes that will be abated for homeowner's credit, and indigent applicants.

§ 59-2-1347 – Allows adjustments and deferrals at the county legislative body's discretion rather than indigence, in the best human interests and interests of the state and the county.

R865-9I-34 – Clarifies elements of circuit breaker including income, coordination with other types of tax relief, and how circuit breaker is applied to mobile homeowners.

R884-24P-5 – Further defines income, length of residency, and notice requirements for indigent abatements/deferrals.

R884-24P-36 – Requires tax relief be listed on the tax notice.

Definitions

Armed Forces Exemptions: This refers to both the veterans with a disability exemption and the active duty exemption. (§§ 59-2-1901 through 59-2-1905). "Veteran with a disability exemption" or "active duty exemption" is used when referring only one type of claimant

Circuit Breaker: This is the common term for the homeowners or renters credit program. Some taxpayers, e.g. those who own a mobile home and rent the land it sits on, may apply for both. In this standard, this term will be used when referring to both the homeowner's and renter's credit. See also *Homeowners Credit* and *Renters Credit*.

Discretionary Adjustment/Deferral: The adjustment or deferral allowed under Section 59-2-1347. It is **not** appealable, has fewer eligibility requirements and is separate from the *Indigent Abatement/Deferral.*

Homeowner's Credit: A reduction in property taxes, adjusted by the consumer price index each year, for low income homeowners 65 years or older (depending on date of birth). This is applied for and granted through the county, who is in turn reimbursed through the State Tax Commission. In this standard, this term will be used when referring only to the credit available for homeowners. See also *Circuit Breaker.* (§ 59-2-1208)

Homeowner's Valuation Reduction: Claimants eligible for the homeowner's reduction are only assessed on 35% of the fair market value of their primary residence. This effectively means there is an additional 20% exemption on the value of their primary residence, on top of the existing 45% primary residential exemption. (§ 59-2-1202)

Indigent Abatement/Deferral: The abatement or deferral allowed under Section 59-2-1109. This is appealable, has more eligibility requirements and is separate from the *Discretionary Adjustment/Deferral.*

Renter's Credit: A refund for low income renters. This is applied for directly through the State Tax Commission, who will reimburse successful applicants. The refund is calculated as a percentage of rent based on income, and limited by the maximum amounts allowed for each income bracket under the homeowner's credit. In this standard, this term will be used when referring only to the credit available for renters. See also *Circuit Breaker.* (§ 59-2-1209)

Tax Relief: This standard considers exemptions granted to individuals, including veterans exemptions (active duty and disabled), the blind exemption as tax relief. It also considers abatements and deferrals and the Circuit Breaker under this category.

Section III.II

Standards of Practice

Standard 3.1 Armed Forces Exemptions

3.1.0 Eligibility Table

The following table represents the four possible classes of claimants for the armed forces exemptions. Each class must be administered distinctly due to different kinds of eligible property, different levels of exemption and the length of time the exemption may last.

Claimant	Eligible Property	Exemption Amount	Exemption Length[1]
Veteran with a disability	Primary residence[2] and/or non-business personal property[3]	Adjusted taxable value limit multiplied by disability percentage	Lifetime
Unmarried surviving spouse/minor orphan of a veteran with a disability	Primary residence[2] and/or non-business personal property	Adjusted taxable value limit multiplied by disability percentage of veteran with a disability when alive	Until remarriage/age of majority
Active duty servicemember	Primary residence[2] only 1[3]	Full taxable value	One year only[4]
Unmarried surviving spouse/minor orphan of a veteran killed in action or the line of duty	Primary residence[2] and/or non-business personal property	Full taxable value	Until remarriage/age of majority

[1] In all cases, the exemption ends when the claimant no longer owns any eligible property.

[2] Includes no more than one acre of land. Does not include a rented dwelling.

[3] May also include property under contract, e.g. a mortgage.

[4] An active duty servicemember must apply the year after the year qualifying active duty is completed, for the year the application is filed.

3.1.1 Veteran with a Disability

To be eligible an individual must be disabled in the line of duty during any war, international conflict, or military training in the military service of the United States or of the State of Utah. The disability must be at least 10%. However, a veteran with a disability is considered to be 100% disabled, regardless of the percentage of military disability if the VA certifies the veteran in the individual unemployability classification (§ 59-2-1903).

The amount of exemption is determined by multiplying full adjusted taxable value limit amount by the veteran's percentage of disability. This adjusted taxable value limit is modified annually. Please see Pub. 36 for the current amount. The 2020 maximum is $271,736. If the percentage of disability is 100% or the original claimant is in the individual unemployability classification, the full amount is allowed.

An exemption may not be allowed for any disability below 10%. (§ 59-2-1903)

Example

The adjusted taxable value limit for 2020 is $271,736. A 50% disability results in a total exemption of $135,868 of taxable value.

Disabled veterans are entitled to their full exemption amount against any eligible property, and no more. This means the lesser of the taxable value of their primary residence and non-business personal property or their adjusted taxable value limit. Refunds should only be issued if the disabled veteran paid taxes on property that should otherwise have been exempted, e.g. their application is submitted late and they are approved after November 30.

The following information must accompany the initial application:

- A copy of the veteran's certificate of discharge from military service of the United States or of this state, or other satisfactory evidence of eligible military service;
- A statement issued by a military entity listing the percentage of disability and/or unemployability for the veteran with a disability or deceased veteran with a disability; and
- In the event of the veteran's death, a death certificate or other evidence required by the county.

3.1.2 Unmarried Surviving Spouse/Minor Orphan of a Veteran with a Disability

The unmarried surviving spouse and minor orphans of a veteran with a disability may apply for a veteran with a disability exemption. The Code does allow for the possibility of a deceased veteran's disability percentage changing, but the surviving spouse should otherwise receive the same percentage as the disabled veteran unless they submit a new application with further evidence from the VA or issuing military entity. (§ 59-2-1903)

3.1.3 Active Duty Servicemember

The active or reserve duty armed forces exemption allows a member of an active component of the US Armed Forces or a reserve component of the US Armed Forces, having performed "qualifying active duty military service," to have the total taxable value of his or her primary residence exempted from property tax.

"Active component of the United States Armed Forces" means active duty service in the United States Army, Navy, Air Force, Marine Corps, or the Coast Guard. (§ 59-10-1027)

The reserve components of the armed forces are Army National Guard of the US, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the US, Air Force Reserve and the Coast Guard Reserve. (10 USC 10101)

"Qualifying active duty military service" means At least 200 days in a 365-day continuous period, regardless of whether consecutive, of active duty military service **outside** the state in an active component of the US Armed Forces or a reserve component of the US Armed Forces.

Unlike the other classes of claimant, active duty service members only receive their exemption for one year; the year after the year the qualifying military service ends.

To determine whether the service is sufficient in length to satisfy the requirements of the exemption, please see Appendix 3B which explains how to read a travel voucher. These vouchers are issued by military entities and completed by servicemembers returning from duty. These are completed using the Defense Travel System and administered by the Defense Finance and Accounting Service.

Other acceptable forms of evidence include deployment orders or a letter from a commanding officer detailing the dates and location(s) of service.

3.1.4 Active Duty Servicemember Personal Property

Full-time members of the United States Armed Forces are protected from personal property tax in some instances by the Service Members Civil Relief Act (superseding the Federal Soldiers and Sailors Relief Act). The exemption applies only when the personal property is used for non-commercial purposes. The exemption depends on where the service member is stationed, falling into one of three categories:

Personal property owned by **Utah members** of the armed forces stationed under military orders **in Utah** is **not** exempt from property tax.

Personal property owned by **Utah members** of the armed forces stationed under military orders **out of Utah** is **exempt** from property tax. The assessor may rely on a copy of the "leave and earnings statement" or other acceptable documentation to verify the permanent station of the service member. The personal property must have been out of Utah on the lien date (January 1). If the service member is stationed out of Utah, but the personal property remains in Utah, the property is **not** exempt from property tax.

Personal property owned by **non-Utah residents** who are members of the armed forces and stationed under military orders **in Utah** is exempt from property tax. The assessor may rely on a letter from the commanding officer or other documentation verifying out-of-state residency and military orders assigning the service member to Utah. For example, if the non-Utah resident service member owned a non-commercial manufactured/mobile home in Utah, the property would be exempt. (50 USC 4001)

3.1.5 Unmarried Surviving Spouse/Minor Orphan of a Veteran Killed in the Line of Duty

The unmarried surviving spouse or minor orphan of a veteran who was killed in action or in the line of duty may claim an exemption for the total value of their primary residence. (§ 59-2-1902). A letter indicating casualty information from the US Veterans Administration must accompany the application for the exemption.

Once the application is submitted, the unmarried surviving spouse or minor orphan will continue to receive the exemption on the full value of their primary residence and non-business personal property until they remarry or reach 18 years of age, respectively. (§ 59-2-1902).

3.1.6 Vehicle Uniform Fees

Although a fee-in-lieu if tax, the veteran with a disability or unmarried surviving spouse/minor orphan of a deceased veteran with a disability may receive a discount on uniform fees for a vehicle if any exemption amount is remaining in the allowed adjustable taxable value limit. The surviving spouse/minor orphan of a veteran killed in the line of duty may receive an exemption for the full uniform fee.

The county auditor/treasurer assumes the responsibility for calculating the exemption amount and supplying the taxpayer with a form that clearly states the amount of motor vehicle fee or tax to be abated for each vehicle. Click on the following link to view the form, PT-32 Veteran with a Disability or Blind Abatement of Motor Vehicle Uniform Fees and Property Tax.

The taxpayer will submit this completed form to the motor vehicle office at the time of registration or renewal of registration. To determine the appropriate rate refer to Page 2 of Form PT-32, which lists various personal property and the associated uniform fee, value-based uniform fee or property tax rate.

Guideline

The VADRS system, which registers vehicles throughout the state, has a calculator which determines the appropriate discount on any uniform fees (as a percentage or whole number, depending on the county). The PT-32 from the auditor/treasurer will ensure the clerk responsible for registering the vehicle knows how to apply the exemption.

3.1.7 Change of Primary Residence and Date of Ownership

If the claimant is a veteran with a disability or an active duty servicemember and moves primary residence during the year, the exemption applies only to the property the claimant resided in on September 1 of the year the exemption is claimed. (§ 59-2-1902 and 59-2-1904). Counties should develop systems to ensure the exemption is applied only to this property and not the second primary residence.

Guideline

As of January 1 2020, the January 1 ownership requirement no longer applies to armed forces exemption claimants. Previously, this requirement was only waived for unmarried surviving spouses and minor orphans. Since proration of relief between two properties is not allowed for in statute, September 1, the ordinary application deadline, determines which home to apply the exemption to.

Example

If an armed forces exemption claimant moves before September 1, the exemption should be applied to the second home. If the claimant moves on or after September 1, the exemption should be applied to the first home.

If taxes are paid by the claimant on the eligible exempt property above the amount due, these taxes must be refunded to the claimant.

Please see Tax Relief When Moving Home for further information.

3.1.8 Application Deadline

All classes of claimant must submit their application on or before September 1 of the year they seek the exemption. Active duty servicemembers must submit their applications the year after the year their service ends. The county may extend this deadline to December 31 with good cause. Additionally, the county may extend the deadline by an entire year if:

- The claimant or a member of claimant's immediate family had an illness or injury that prevented the claimant from filing on or before September 1;
- A member of the claimant's immediate family died during the calendar year the claimant was required to file the application;
- The claimant was not physically present in the state for a time period of at least six consecutive months during the calendar year the claimant was required to file the application; or
- Another reason beyond the reasonable control of the claimant, and it would be against good conscience for the county to deny the application. (§ 59-2-1902 and 59-2-1904)

3.1.9 Request for new or updated applications

Disabled veterans, unmarried surviving spouses/minor orphans of disabled veterans, and unmarried surviving spouses/minor orphans of veterans killed in the line of duty are only required to submit one application for their ongoing exemption. Counties may ask for a new application when they deem necessary, and have statutory backing in certain circumstances:

The claimant applies all or some of their exemption to personal property: Personal property is more frequently bought and sold than real property, so tracking any exemptions applied to it requires more oversight.

The disability percentage changes for the veteran: The percentage could go up or down and the exemption needs to change accordingly. The Code also allows for the percentage to change for a deceased veteran. An unmarried widow or minor orphan of a veteran should receive the same percentage the veteran had while alive. They should not receive a higher percentage unless they have supporting evidence from the VA or military entity.

The claimant's ownership/occupancy changes: If the veteran purchases a second house and relocates, the original property cannot be exempt in the even they retain ownership. It cannot be exempt if it is rented out as tenant's primary residence as the exemption is for the veteran, not the property.

The first claimant dies: Now the claimant is the unmarried widow or minor orphan, if applicable. The county must ensure the exemption is applied to their primary residence. In most cases it is the same home as the veteran, but if the eligible family members purchase a new home, the exemption needs to be reapplied to this new home instead. Most importantly, if no eligible claimant exists, no exemption should be granted.

The second claimant dies: Eligibility for the exemption can pass further, e.g. from an unmarried widow to a minor orphan. If the eligibility passed from an unmarried surviving spouse, any minor orphan must own (directly or in a revocable trust) and live in the primary residence. (§ 59-2-1105)

Guideline

Care must be taken to ensure the exemption is going to an eligible person. Although not explicitly listed as reason to ask for a new application, consider how to determine if an unmarried widow remarries. In this case, they are no longer eligible to receive the exemption. For this reason, counties should adopt procedures to determine when a new application should be filed. Annual contact with taxpayers receiving exemptions is necessary to ensure they are applied consistently. Latitude is given to either require new applications, or alter existing exemptions in the event of a disability percentage change or death of a veteran.

Standard 3.2 Blind Exemption

3.2.0 Eligibility

A blind person, or an unmarried surviving spouse/minor orphan of a blind person is eligible for this exemption. (§ 59-2-1106)

3.2.1 Application Requirements

The application must be submitted on or before September 1 of each year with the county where the person resides. The county can extend the filing deadline until December 31, if good cause exists. The first year's application must be accompanied by an ophthalmologist's statement. If the blindness is not permanent, a signed ophthalmologist's statement must be submitted each year. Click on the following link to view the form, PT-31 Blind Persons Property Tax Exemption Application.

3.2.2 Amount of Exemption

The first $11,500 of taxable value of real and tangible personal property is exempt. (§ 59-2-1106)

3.2.3 How Exemption Applies To Motor Vehicles

The county auditor/treasurer assumes the responsibility for calculating the exemption amount and supplying the taxpayer with a form that clearly states the amount of motor vehicle fee or tax to be abated for each vehicle. Click on the following link to view the form, PT-32 Veteran with a Disability or Blind Abatement of Motor Vehicle Uniform Fees and Property Tax. The taxpayer will submit this completed form to the motor vehicle office at the time of registration or renewal of registration. To determine the appropriate rate refer to Page 2 of Form PT-32, which lists various personal property and the associated uniform fee, value-based uniform fee or property tax rate.

Standard 3.3 Indigent Abatements and Deferrals

3.3.0 Eligibility

To claim an indigent abatement or deferral, the taxpayer:

- Must be at least 65 years old; or
  - disabled, regardless of age; or
  - facing extreme hardship, regardless of age; and
- Household income did not exceed $34,167 in 2019.

3.3.1 Amount

The amount of property tax the county may abate is limited to either the amount provided as a homeowner's credit for the lowest household income bracket or 50% of the tax levied, whichever is less. The homeowner's credit amounts are updated annually in Pub. 36 and the TC-90CY "Low Income Abatement and Homeowner's Tax Credit Application".

The maximum amount for indigent abatements in 2018 is $1,043.

Example

A taxpayer applies for an indigent abatement (not an adjustment). Assume the maximum homeowner's credit is $1,043 for the year in question. If the tax due is $1,500, the county may

abate $750. If the tax due is $2,500 the county may abate up to $1,043. The taxpayer must meet the income requirements for the year.

Deferrals are for the full amount, but will accumulate interest annually.

3.3.2 Deferred Taxes Accumulate Interest

Deferral of taxes must be recorded as a lien on the property and bear interest at a rate equal to the lesser of 6% or the target federal funds rate existing on the preceding January 1.

The property cannot be subject to final tax sale during the period of deferment if granted on the basis on indigence. Deferred taxes and interest are due when the property is sold. (§ 59-2-1802)

3.3.3 Required Application Information

On application forms approved by the State Tax Commission, the applicant shall specify:

- A description of the property including property identification number;
- The value of the property for the current year;
- The amount of delinquent taxes, interest and penalties;
- Adequate facts to support eligibility for exemption or deferral;
- The amount proposed to be paid in settlement or to be deferred;
- Both husband and wife must sign application if seeking relief on a residence in which they both reside and which they own as joint tenants; and
- Any other information required by the county.

The application must support the person's eligibility for deferral or abatement. In addition to the above:

- A statement certifying that the household income was equal to or less than maximum allowed by statue (see Pub. 36);
- The county may require proof of residency for at least ten months of the year in the residence where the tax relief, deferral or abatement is requested; and
- Signatures of both husband and wife are required if the husband and wife seek a deferral or abatement on the residence.

In addition, applicants for abatements based on hardship and/or disability must provide:

- A signed statement detailing the circumstances of the hardship and/or a signed statement from a licensed physician documenting the nature and extent of disability. (§ 59-2-1804)

In addition, deferral applicants must provide:

- A listing of all liquid and fixed assets other than items of nominal value;
- A listing of all assets transferred to relatives within the past three years; and
- Written approval by the holder of any mortgage or trust deed outstanding on the property.

3.3.4 Application Deadline

The indigent abatement or deferral application must be filed each year on or before September 1 with the county. The county can extend the filing deadline until December 31, if good cause exists. (§ 59-2-1804)

3.3.5 Mortgage Holder

If applying for a deferral on the basis of indigence the written consent of the holder of any mortgage or trust deed outstanding on the property must be submitted with the application form. (§ 59-2-1802).

3.3.6 No Income-producing Assets

If applying for a deferral on the basis of indigence, a taxpayer may not own income-producing assets that could be liquidated.

The county legislative body must consider any assets transferred to relatives in the prior three years when making a decision to defer taxes for the indigent. (§ 59-2-1802)

Standard 3.4 Discretionary Adjustment or Deferral

3.4.0 Eligibility

Counties may instead allow an adjustment or deferral to any taxpayer who applies if the best human interests and interests of the state and county is served, at the county legislative body's discretion. (§ 59-2-1347). The taxpayer is not subject to age or income requirements, but greater transparency is required through public posting requirements.

Guideline

When considering a discretionary adjustment under Section 59-2-1347, it is the responsibility of the county legislative body to weigh the best interests of the individual, the state and the county. It can be interpreted as human interests vs. community interests, as taxes not paid by one person are spread amongst other taxpayers. The considerations given to one applicant must be applied to all applicants. Granting abatements, adjustments and deferrals too leniently can result in lower collections over time and a higher tax rate for everyone else in a taxing entity.

3.4.1 Amount

Discretionary adjustments may be for any sum less than the amount of tax due. Deferrals are for the full amount, but will accumulate interest annually at the same rate as an indigent deferral. See Standard 3.3.2 "Deferred Taxes Accumulate Interest".

3.4.2 Application and Deadline

Form PT-33 Application for Settlement or Deferral of Delinquent Property Tax, or a county form with same information may be used. The county has the option of asking for further information if required.

Deferrals must accompanied by from PT-33A Agreement of Lien Holder for Deferral of Settlement of Delinquent Taxes.

A discretionary adjustment or deferral may be applied for at any time of year, or in subsequent years for a retroactive adjustment or deferral. (§ 59-2-1347)

Guideline

Due to the broad, discretionary nature of this program, counties may choose to apply it strictly. For example, although statute allows for adjustments to be made to previous years' taxes, counties may only choose to consider current year taxes, or taxes once they become delinquent.

Furthermore, in practical terms, a retroactive adjustment would apply to the previous 2-5 years (whether personal or real property), as other collection procedures would have been instigated by this time.

3.4.3 Posting Requirement

When the county legislative body grants a discretionary deferral or adjustment of taxes, notice must be posted in the county where the property is located.

This posting shall contain:

- Name of the applicant;
- Property address and parcel number;
- Value of the property for the current year;
- Sum of the delinquent taxes, interest, and penalty due; and
- Adjusted amount paid or deferred. (§ 59-2-1347)

Click on the following link to view the form, PT-34 Notice to be Posted by County of Delinquent Property Tax Settlement or Deferral.

3.4.4 Record

At the end of each month, the county is to send a record of all tax deferral and adjustment actions taken the preceding month to the State Tax Commission on an approved form. The contents should include the information in Standard 3.4.3 “Posting Requirement”.

Standard 3.5 Circuit Breaker

3.5.0 Purpose of Circuit Breaker

The purpose of the circuit breaker program is to provide general property tax relief to certain poor taxpayers who have “income” below statutorily mandated levels and who own or rent their places of residence. The circuit breaker program provides tax credits, refunds, and appropriations from Utah’s General Fund. (§ 59-2-1201). It comprises the homeowner’s credit, the additional homeowner’s valuation reduction and the renter’s credit. Much of the requirements and administration are the same for each category, but key differences between each are outlined in the following table:

Category	Property	Filing Requirements	Amount
Homeowner's credit	Owner occupied residence[5]	Before September 1 to the county	A dollar amount adjusted annually, progressively higher for lower income brackets. (Including an extra annually adjusted amount). For 2020 the maximum is $1,043
Additional homeowner's valuation reduction[6]	Owner occupied residence[5]	Before September 1 to the county	A 20% reduction on the taxable value of the residence
Renter's credit	Rented residence	On or before December 31 to the State	A percentage of rent, progressively higher for lower income brackets. Up to the maximum homeowner's credit allowed (not including the extra annually adjusted amount). For 2019 the maximum is $1012

3.5.1 Eligible Persons

All categories of circuit breaker have the same eligibility requirements:

- Claimants must have owned the home for the entire calendar year
- The claimant must be at least 66 years old, or the unmarried surviving spouse of a claimant, regardless of age;
- Is not claimed as a dependent or the subject of a tax credit on another person's federal tax return; and
- Household income did not exceed $34,167 for 2019.

Only one claimant per household is allowed. The claimants may decide amongst themselves who files the application. The county legislative body (for the homeowner's credit) or the State Tax Commission (for the renter's credit) may adjudicate if the claimants cannot agree on a single filer. (§ 59-2-1202)

Please see State Tax Commission Form TC-90CY "Low Income Abatement and Homeowner's Tax Credit Application" and/or Form TC-90CB "Renter Refund Application". Each are updated annually and become available in April or May.

[5] Includes up to one acre of land.

[6] Taxpayers who qualify for the homeowner's credit should automatically receive this reduction.

Guideline

A homeowner does not include an entity other than a qualifying trust, or individual who holds an ownership interest in that entity. An individual who is listed on a deed along with an entity other than a qualifying trust is also ineligible. (§ 59-2-1202)

Businesses that own a residence, even sole proprietorships, should not receive tax relief.

3.5.2 Amount

The homeowner's credit has a maximum of $1,043 for 2020, for a household earning less than $11,616 in 2019. The renter's credit maximum is 9.5% of rent up to $1012 for 2020, for a household earning less than $11,616 in 2019. Both credits are progressively smaller for each income bracket up to $34,167.

The renter's credit cannot be used for rent paid with other rental assistance. (§ 59-2-1209)

Form TC-90CY "Low Income Abatement and Homeowner's Tax Credit Application" and form TC-90CB "Renter Refund Application" contain complete credit schedules.

3.5.3 Household Income

Household income for the homeowner's credit means all income received by all members of a household in the calendar year preceding the calendar year in which property taxes are due. For example, all income received during 2019 by members living in the household as of January 1, 2020. This program abates the taxes due in the **current** calendar year. (§ 59-2-1207). This is why household membership as of January 1 of the current year is considered

Household income for the renter's credit means all income received by all members of a household for the year for which a claim is filed. For example, for an application filed in 2020, one would use 2019 household income from all household members living in the household as of January 1, 2019. This program refunds rent of the **previous** calendar year. (§ 59-2-1209). This is why household membership as of January 1 the previous year is considered.

The legislature has defined "income" to include not only amounts included in a taxpayer's federal adjusted gross income ("FAGI"), but also some additional amounts to better reflect the resources actually available to the taxpayer to meet obligations.

Household income includes all taxable and non-taxable income including:

- Wages and salaries;
- Interest and dividends;
- Trust income;
- support payments, including:
  - Alimony;
  - disability payments; and
  - public assistance payments;
- Retirement income and voluntary contributions to a tax-deferred retirement plan;
- Pensions and annuities;
- Capital gains;
- Workers' compensation;

- State unemployment insurance amounts;
- Social Security Benefits (excluding Social Security Disability Income [SSDI]) and Medicare payments;
- Nontaxable strike benefits;
- Child Tax and Earned Income Credits that **exceed** the federal tax liability;
- Loss carry forwards; and
- Rental depreciation.

Example
If a taxpayer's only incoming funds consist of $50,000 of nontaxable municipal bond interest, the taxpayer's FAGI may be zero, yet the taxpayer would have $50,000 with which to pay his or her property tax obligation and be above the tax relief income limit.

Both the TC-90CY "Low Income Abatement and Homeowner's Tax Credit Application" and TC-90CB "Renter Refund Application" list sources of income for the purposes of circuit breaker separately – both the FAGI and various non-taxable sources of income.

3.5.4 Exclusions from Household Income

The following income items are specifically addressed in rule relating to the definition of income for purposes of circuit breaker. They are **not** considered income, unless the taxpayer receives a tax credit above their tax liability: (R865-9I-34)

Federal income tax refunds

Federal income tax refunds are not income. They merely reflect an extra withholding of income taxes.

Federal childcare credits

Childcare credits are generally not "income." The credit only represents a reduction in the amount of tax a taxpayer must pay the federal government. The federal government's decision to allow a lower tax payment does not constitute income. There is an exception however, for the amount of the child credit that is "refundable."

To the extent a taxpayer is qualified for a childcare credit in excess of his or her tax liability, the taxpayer will receive a refundable credit under 26 USC 24. That refund is not merely a reduction of tax otherwise due. It represents additional income to the taxpayer. As such, it is in the nature of "cash public assistance or relief," included in "nontaxable income" under Section 59-2-1202 and thus also included in "income".

Federal earned income credits

The rule for federal earned income credits is the same as the rule for federal child care credits. The earned income credit only represents a reduction in the amount of tax a taxpayer must pay the federal government.

To the extent a taxpayer receives a refundable earned income credit under 26 USC 32, the taxpayer has essentially received cash public assistance or relief, which should be included as income for circuit breaker purposes.

Reverse mortgages

Payments received by an elderly homeowner under a reverse mortgage are not income. Each payment to the homeowner is simply a loan that will be repaid from the sales proceeds of the home on the homeowner's death. Although the reverse mortgage may generate cash that the homeowner could use to pay property taxes, it does so by reducing the taxpayer's non-cash assets, not by generating additional income.

Payments or reimbursements to senior program volunteers

For purposes of the circuit breaker, payments or reimbursements to senior program volunteers do not qualify as income as they are a repayment of the taxpayer's own expenses.

Minor/Elderly Wages

Wages earned by family members who live with the homeowner (eg minors, parents/in-laws, and/or grandparents) are not counted in a homeowner's household income

Social Security Disability Income (SSDI)

Social Security Disability Income payments received under the Social Security Act are excluded from household income (§59-2-1202)

Gifts

Gifts and bequests should not be taken into account in computing a taxpayer's income for circuit breaker

3.5.5 Housing and Community Development Act

When housing assistance payments are involved under the Housing and Community Development Act, Title II, Section 8, then:

- Only that portion of the rent paid by the tenant may be claimed under the terms of the Circuit Breaker Act; and
- The portion of the rent paid by the federal government to the landlord will not be considered as part of the household income since it is not subject to a claim for rebate. (R865-9I-34)

3.5.6 Claimant Owing Delinquent Property Taxes

Qualifying individuals owing delinquent property taxes may qualify for a homeowner's credit. The credit may not exceed the claimant's property tax liability for the year in which credit is requested. (§§ 59-2-1206)

Taxpayers may also apply for adjustments or deferrals for previous years taxes, granted at the county legislative body's discretion. (§ 59-2-1347). See Standard 3.4"Discretionary Adjustment or Deferral".

3.5.7 Application Process

An application for a renter's credit must be filed with the State Tax Commission on or before December 31 each year. The homeowner's credit must be filed with the county before September 1. (§§ 59-2-1205 and 59-2-1206).

An owner of a mobile home is considered a homeowner and may apply for a homeowner's credit against property taxes with the county. If the property that a mobile home sits on is rented, then the claimant should file an application with the State Tax Commission to apply for the renter refund. See Appendix 3A for a description of the application process for a mobile home owner. This process may vary slightly county to county.

3.5.8 Deadline Extension

The State Tax Commission or county may extend the time for filing a claim until December 31 of the claim year, if they find good cause to extend the deadline. (§ 59-2-1220)

3.5.9 Application Requirements

The application must be on a form approved by the Commission and include a statement of the applicant's total household income. (§ 59-2-1206)

Application for the renter's credit must include proof that the rent has been paid, the name and address of the property owner or manager, and information regarding changes of residence. (§ 59-2-1213). If rental assistance is received, include only the portion of rent the claimant paid.

Please see TC-90CY "Low Income Abatement and Homeowner's Tax Credit Application" and TC-90CB "Renter Refund Application" for a complete list of requirements and evidence.

3.5.10 Calculation of Additional Homeowner Valuation Credit

There is additional tax relief for any person qualifying for the existing homeowner's credit. The additional relief is equal to the difference in tax on 55% of market value and the tax on 35% of market value. In effect, the credit is equal to the tax on 20% of market value. (§ 59-2-1202) This credit is in addition to any other exemption or reduction for which a homeowner may be eligible for, including the homeowner's credit. (§ 59-2-1203)

Example

Assume a $100,000 home and a 1% tax rate.

Tax on 55% of market value = $100,000 x .55 x .01 = $550

Tax on 35% of market value = $100,000 x .35 x .01 = $350

Credit equals $550 minus $350, or $200

Another way to figure the credit would be the following:

Credit equals $100,000 x .20 x .01 = $200

3.5.11 Additional Homeowner Valuation Credit on Assessment/Tax Roll

The additional homeowner credit should be shown as a tax credit on the assessment/tax roll and not as a reduction in value for the following reasons:

- Rule 884-24P-36 requires that tax relief for taxpayers eligible for blind, veteran with a disability, indigent or circuit breaker be shown as credits to total taxes levied;
- It is likely that not all credits would be accounted for as a value reduction because of late filers; and
- Accounting for the adjustment as a value reduction would create an additional category to be tracked for statistical reporting purposes.

3.5.12 No State Reimbursement for Additional Homeowner Valuation Credit

A county legislative body may not obtain payment from the state's General Fund for the 20% fair market value reduction. County records should distinguish between the traditional credit based upon income brackets, which is reimbursable, and the credit based on 20% of market value, which is not reimbursable. (§ 59-2-1206)

3.5.13 Circuit Breaker Audits

If the audit of any claim reveals that the amount was incorrectly determined, the Tax Commission or the county shall re-determine the claim and notify the claimant of its reason for redetermination. The claimant has 30 days to appeal after this notice. (§ 59-2-1214)

Arms-length

If it is determined by the State Tax Commission that the rental of a property is not an arms-length transaction, the Commission may determine rent constituting property taxes accrued at arm's-length and the claimant may appeal within 30 days of notice. (§ 59-2-1216)

Excessive Claims

If the State Tax Commission or county determines that a claim is excessive and was filed with fraudulent intent, the claim shall be disallowed in full. The credit shall be canceled, and the amount paid or claimed may be recovered by assessment. The assessment shall bear interest from the date of the claim, until refunded or paid, at the rate of 1% per month. The claimant and any person assisting in the preparation or filing of the excessive claim shall be guilty of a Class A misdemeanor. (§ 59-2-1215)

Negligence

If the State Tax Commission or the county determines that a claim is excessive and negligently prepared, 10% of the corrected claim shall be disallowed. The improper portion of any amount paid shall be similarly recovered by assessment and the assessment shall bear interest at 1% per month from the date of payment until refunded or paid. (§ 59-2-1215)

Disallowed Claims

A claim shall be disallowed if the Tax Commission or county finds that the claimant received title to a residence primarily for the purpose of receiving benefits. (§ 59-2-1219)

Appendix 3A

Manufactured/Mobile Homeowners Circuit Breaker Guideline

1. Manufactured/Mobile Home Property Tax "Notice of Property Valuation and Tax Changes" received by taxpayer.
2. Taxpayer makes application with county.
   a. Using state form TC-90CY or county equivalent.
   b. Indication of lot rent paid, if any, excluding utilities.
3. County recalculates actual tax due including the additional 20% reduction for circuit breaker qualified persons.
4. County calculates circuit breaker and other abatements according to county regulations.
5. County identifies and notes on application the amount of circuit breaker credit, excluding other abatements given to customer.
6. Manufactured/mobile homeowners who rent their lot must file Form TC-90CB with USTC to apply for the renter refund.
7. County tracks circuit breaker amounts by customer for accounting and reporting.
8. County submits to the Utah State Tax Commission requests for reimbursement of Circuit Breaker funds by sending the following:
   a. Cover letter should reflect the Reimbursement Year, the Summary of Total Count of applicants and Grand Total Amount of refunds issued to the counties' Manufactured/Mobile Homeowners & Homeowners.
   b. Attached Printout of all claimants with the following information:

      Reimbursement Year

      Grand Total Amount of Circuit Breakers to be reimbursed

      Grand total Number of Applicants

      Social Security Number of Applicant

      Spouse Social Security Number

      Name of each applicant

      Spouse Name

      Address
9. Utah State Tax Commission compiles information and issues reimbursement to county.

Most manufactured/mobile homeowners will apply for circuit breaker property tax relief after their mobile home property tax has been paid. Therefore, special handling is necessary for mobile home circuit breaker applicants.

In most cases, the following steps should be followed to process mobile home circuit breaker applications:

- Applicant must meet qualifications for circuit break relief.

- Identify the fair market value (FMV) from the "Notice of Property Valuation and Tax Changes."
- Identify the tax rate (TR) from the "Notice of Property Valuation and Tax Changes."
- Calculate the new taxable value (TV) of the mobile home, which is fair market value multiplied by .035.

  Note: All primary residences receive a 45% reduction in fair market value to arrive at taxable value. Circuit Breaker applicants receive an additional 20% reduction. This totals 65% reduction in fair market value. Or, in other words, the taxable value becomes 35% of fair market value.
- If applicable, grant the veteran with a disability exemption (VE).
- If applicable, grant the blind exemption (BE).
- Calculate the new taxable value (NTV): **TV-VE-BE = NTV**
- Calculate the new tax amount (NTA): **NTV x TR = NTA**
- Calculate circuit breaker (CB) relief.
- Calculate Tax (T) amount for customer: **NTA - CB = T**
- If applicable, grant indigent abatement (IA).
- Identify final tax (FT) to be paid by customer: **T - IA = FT**
- Copy application.
- Ensure lot rent is noted (without utilities) on application copy.
- Ensure amount of circuit breaker granted is noted on application copy.

Appendix 3B

Travel Voucher or Subvoucher

TRAVEL VOUCHER OR SUBVOUCHER

Read Privacy Act Statement, Penalty Statement, and Instructions on back before completing form. Use typewriter, ink, or ball point pen. PRESS HARD. DO NOT use pencil. If more space is needed, continue in remarks.

1. PAYMENT
☐ Electronic Fund Transfer (EFT)
☐ Payment by Check

SPLIT DISBURSEMENT: The Paying Office will pay directly to the Government Travel Charge Card (GTCC) contractor the portion of your reimbursement representing travel charges for transportation, lodging, and rental car if you are a civilian employee, unless you elect a different amount. Military personnel are required to designate a payment that equals the total of their outstanding government travel card balance to the GTCC contractor.
NOTE: A split disbursement is only necessary when a GTCC is used while on official travel for the Government.
☐ Pay the following amount of this reimbursement directly to the Government Travel Charge Card contractor: $_____

2. NAME (Last, First, Middle Initial) (Print or type)	3. GRADE	4. SSN	5. TYPE OF PAYMENT (X as applicable)
			☐ TDY ☐ Member/Employee ☐ PCS ☐ Other ☐ Dependent(s) ☐ DLA

6. ADDRESS. a. NUMBER AND STREET	b. CITY	c. STATE	d. ZIP CODE

e. E-MAIL ADDRESS

7. DAYTIME TELEPHONE NUMBER & AREA CODE	8. TRAVEL ORDER/AUTHORIZATION NUMBER	9. PREVIOUS GOVERNMENT PAYMENTS/ ADVANCES	10. FOR D.O. USE ONLY a. D.O. VOUCHER NUMBER b. SUBVOUCHER NUMBER

11. ORGANIZATION AND STATION

12. DEPENDENT(S) *(X and complete as applicable)*
☐ ACCOMPANIED ☐ UNACCOMPANIED

a. NAME (Last, First, Middle Initial)	b. RELATIONSHIP	c. DATE OF BIRTH OR MARRIAGE

13. DEPENDENTS' ADDRESS ON RECEIPT OF ORDERS *(Include Zip Code)*

14. HAVE HOUSEHOLD GOODS BEEN SHIPPED? *(X one)*
☐ YES ☐ NO *(Explain in Remarks)*

c. PAID BY

d. COMPUTATIONS

15. ITINERARY

a. DATE		b. PLACE (Home, Office, Base, Activity, City and State; City and Country, etc.)	c. MEANS/ MODE OF TRAVEL	d. REASON FOR STOP	e. LODGING COST	f. POC MILES
	DEP					
	ARR					
	DEP					
	ARR					
	DEP					
	ARR					
	DEP					
	ARR					
	DEP					
	ARR					
	DEP					
	ARR					
	DEP					
	ARR					

e. SUMMARY OF PAYMENT

(1) Per Diem	
(2) Actual Expense Allowance	
(3) Mileage	
(4) Dependent Travel	
(5) DLA	
(6) Reimbursable Expenses	
(7) Total	
(8) Less Advance	
(9) Amount Owed	
(10) Amount Due	

16. POC TRAVEL *(X one)* ☐ OWN/OPERATE ☐ PASSENGER

17. DURATION OF TRAVEL
☐ 12 HOURS OR LESS
☐ MORE THAN 12 HOURS BUT 24 HOURS OR LESS
☐ MORE THAN 24 HOURS

18. REIMBURSABLE EXPENSES

a. DATE	b. NATURE OF EXPENSE	c. AMOUNT	d. ALLOWED

19. GOVERNMENT/DEDUCTIBLE MEALS

a. DATE	b. NO. OF MEALS	a. DATE	b. NO. OF MEALS

20.a. CLAIMANT SIGNATURE | b. DATE

c. REVIEWER'S PRINTED NAME	d. REVIEWER SIGNATURE	e. TELEPHONE NUMBER	f. DATE

21.a. APPROVING OFFICIAL'S PRINTED NAME	b. SIGNATURE	c. TELEPHONE NUMBER	d. DATE

22. ACCOUNTING CLASSIFICATION

23. COLLECTION DATA

24. COMPUTED BY	25. AUDITED BY	26. TRAVEL ORDER/ AUTHORIZATION POSTED BY	27. RECEIVED (Payee Signature and Date or Check No.)	28. AMOUNT PAID

DD FORM 1351-2, MAY 2011 PREVIOUS EDITION IS OBSOLETE. Exception to SF 1012 approved byGSA/IRMS 12-91. Adobe Designer 8.0

PRIVACY ACT STATEMENT

AUTHORITY: 5 U.S.C. Section 301; Departmental Regulations; 37 U.S.C. Section 404, Travel and Transportation Allowances, General: DoD Directive 5154.29, DoD Pay and Allowance Policy and Procedures; Department of Defense Financial Management Regulation (DoDFMR) 7000.14.R., Volume 9; and E.O. 9397 (SSN), as amended.

PRINCIPAL PURPOSE(S): To provide an automated means for computing reimbursements for individuals for expenses incurred incident to travel for official Government business purposes and to account for such payments.
Applicable SORN: T7333 (http://privacy.defense.gov/notices/dfas/T7333.shtml).

ROUTINE USE(S): Certain "Blanket Routine Uses" for all DoD maintained systems of records have been established that are applicable to every record system maintained within the Department of Defense, unless specifically stated otherwise within the particular record system notice. These additional routine uses of the records are published only once in each DoD Component's Preamble in the interest of simplicity, economy, and to avoid redundancy. Applicable SORN: http://dpclo.defense.gov/privacy/SORNs/component/dfas/preamble.html.

DISCLOSURE: Voluntary; however, failure to furnish the requested information may result in total or partial denial of the amount claimed. The Social Security Number is requested to facilitate the possible collection of indebtedness or credit to the DoD traveler's pay account for any residual or shortage.

PENALTY STATEMENT

There are severe criminal and civil penalties for knowingly submitting a false, fictitious, or fraudulent claim (U.S. Code, Title 18, Sections 287 and 1001 and Title 31, Section 3729).

INSTRUCTIONS

ITEM 1 - PAYMENT

Member must be on electronic funds (EFT) to participate in split disbursement. Split disbursement is a payment method by which you may elect to pay your official travel card bill and forward the remaining settlement dollars to your predesignated account. For example, $250.00 in the "Amount to Government Travel Charge Card" block means that $250.00 of your travel settlement will be electronically sent to the charge card company. Any dollars remaining on this settlement will automatically be sent to your predesignated account. Should you elect to send more dollars than you are entitled, "all" of the settlement will be forwarded to the charge card company. Notification: you will receive your regular monthly billing statement from the Government Travel Charge Card contractor; it will state: paid by Government, $250.00, 0 due. If you forwarded less dollars than you owe, the statement will read as: paid by Government, $250.00, $15.00 now due. Payment by check is made to travelers only when EFT payment is not directed.

REQUIRED ATTACHMENTS

1. Original and/or copies of all travel orders/authorizations and amendments, as applicable.
2. Two copies of dependent travel authorization if issued.
3. Copies of secretarial approval of travel if claim concerns parents who either did not reside in your household before their travel and/or will not reside in your household after travel.
4. Copy of GTR, MTA or ticket used.
5. Hotel/motel receipts and any item of expense claimed in an amount of $75.00 or more.
6. Other attachments will be as directed.

ITEM 15 - ITINERARY - SYMBOLS

15c. MEANS/MODE OF TRAVEL *(Use two letters)*

GTR/TKT or CBA *(See Note)*	- T	Automobile	- A
Government Transportation	- G	Motorcycle	- M
Commercial Transportation		Bus	- B
(Own expense)	- C	Plane	- P
Privately Owned		Rail	- R
Conveyance *(POC)*	- P	Vessel	- V

Note: Transportation tickets purchased with a CBA must not be claimed in Item 18 as a reimbursable expense.

15d. REASON FOR STOP

Authorized Delay	- AD	Leave En Route	- LV
Authorized Return	- AR	Mission Complete	- MC
Awaiting Transportation	- AT	Temporary Duty	- TD
Hospital Admittance	- HA	Voluntary Return	- VR
Hospital Discharge	- HD		

ITEM 15e. LODGING COST
Enter the total cost for lodging.

ITEM 19 - DEDUCTIBLE MEALS
Meals consumed by a member/employee when furnished with or without charge incident to an official assignment by sources other than a government mess *(see JFTR, par. U4125-A3g and JTR, par. C4554-B for definition of deductible meals)*. Meals furnished on commercial aircraft or by private individuals are not considered deductible meals.

29. REMARKS

a. INDICATE DATES ON WHICH LEAVE WAS TAKEN:

b. ALL UNUSED TICKETS *(including identification of unused "e-tickets")* MUST BE TURNED IN TO THE T/O OR CTO.

DD FORM 1351-2 (BACK), MAY 2011

Verifying Deployment Dates

Travel Voucher
DD Form 1351-2

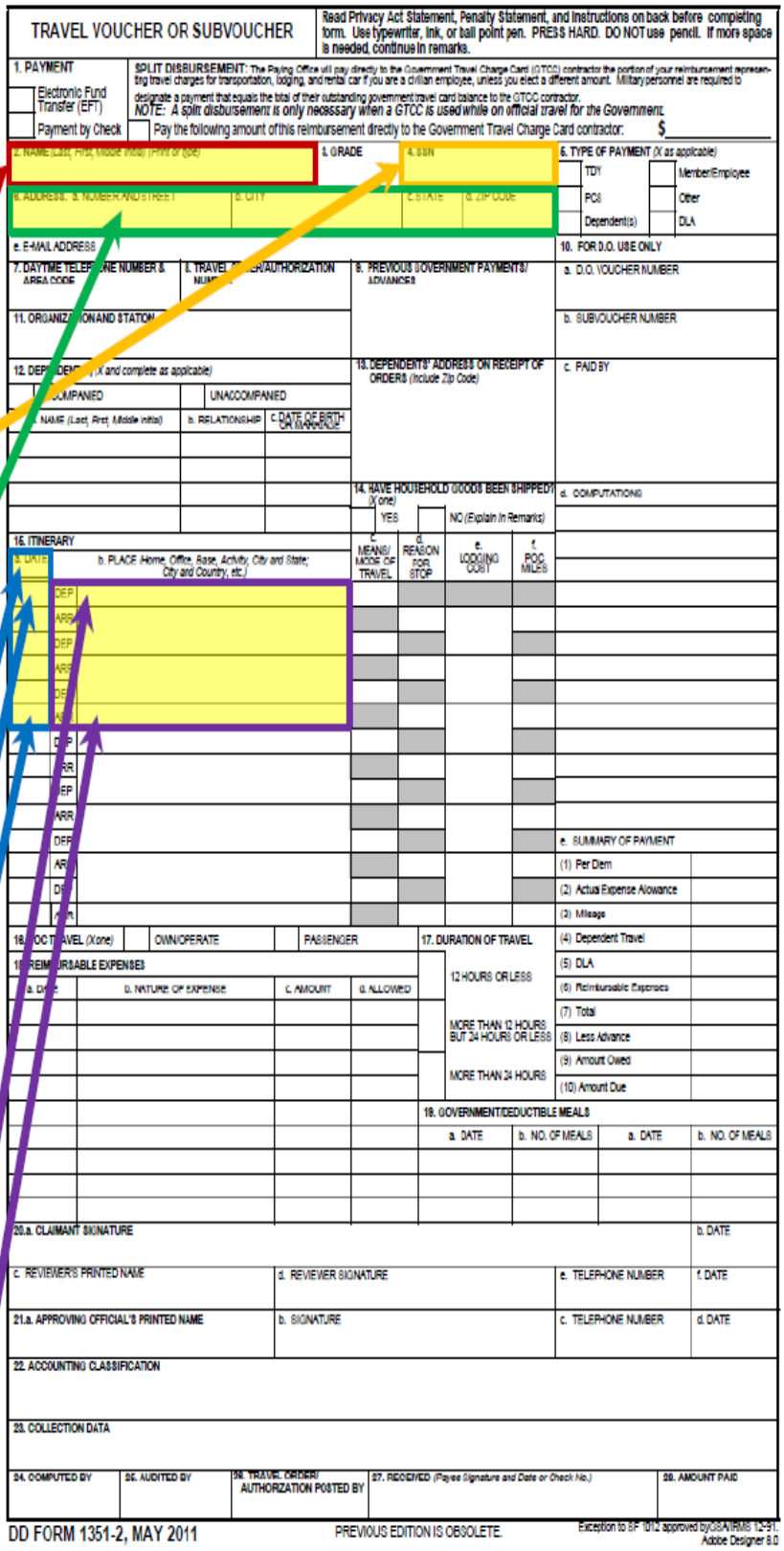
2. Name
- Matches tax relief application.
- Matches Defense Travel System printout.

4. Last 4 of SSN
- Matches tax relief application.
- Matches Defense Travel System printout.

6. Address
- Matches primary residence.
- There may be a reason that these don't match, but ask why.

15a. Date
- Matches application deployment dates.
- Year may be blank. (Sometimes they forget to fill the year out. Check year on the Defense Travel System printout.)
- Departure day is the first date .
- Return day is the last date on the list.

15b. Place
- DEP. The first place of departure should usually be in Utah.
- ARR. The last place of arrival should usually be in Utah.


TRAVEL VOUCHER OR SUBVOUCHER

Read Privacy Act Statement, Penalty Statement, and Instructions on back before completing form. Use typewriter, ink, or ball point pen. PRESS HARD. DO NOT use pencil. If more space is needed, continue in remarks.

1. PAYMENT
Electronic Fund Transfer (EFT)
Payment by Check
SPLIT DISBURSEMENT: The Paying Office will pay directly to the Government Travel Charge Card (GTCC) contractor the portion of your reimbursement representing travel charges for transportation, lodging, and rental car if you are a civilian employee, unless you elect a different amount. Military personnel are required to designate a payment that equals the total of their outstanding government travel card balance to the GTCC contractor.
NOTE: A split disbursement is only necessary when a GTCC is used while on official travel for the Government.
Pay the following amount of this reimbursement directly to the Government Travel Charge Card contractor: $

2. NAME (Last, First, Middle Initial) (First or Type)
3. GRADE
4. SSN
5. TYPE OF PAYMENT (X as applicable)
TDY
Member/Employee
PCS
Other
Dependent(s)
DLA
6. ADDRESS: a. NUMBER AND STREET
b. CITY
c. STATE
d. ZIP CODE
e. E-MAIL ADDRESS
10. FOR D.O. USE ONLY
7. DAYTIME TELEPHONE NUMBER & AREA CODE
8. PREVIOUS GOVERNMENT PAYMENTS/ ADVANCES
a. D.O. VOUCHER NUMBER
11. ORGANIZATION AND STATION
b. SUBVOUCHER NUMBER
12. DEPENDENTS (X and complete as applicable)
ACCOMPANIED
UNACCOMPANIED
NAME (Last, First, Middle Initial)
b. RELATIONSHIP
c. DATE OF BIRTH OR MARRIAGE
13. DEPENDENTS' ADDRESS ON RECEIPT OF ORDERS (Include Zip Code)
c. PAID BY
14. HAVE HOUSEHOLD GOODS BEEN SHIPPED? (X one)
YES
NO (Explain in Remarks)
d. COMPUTATIONS
15. ITINERARY
a. DATE
b. PLACE (Home, Office, Base, Activity, City and State; City and Country, etc.)
c. MEANS/ MODE OF TRAVEL
d. REASON FOR STOP
e. LODGING COST
f. POC MILES
DEP
ARR
e. SUMMARY OF PAYMENT
(1) Per Diem
(2) Actual Expense Allowance
(3) Mileage
16. POC TRAVEL (X one)
OWN/OPERATE
PASSENGER
17. DURATION OF TRAVEL
12 HOURS OR LESS
MORE THAN 12 HOURS BUT 24 HOURS OR LESS
MORE THAN 24 HOURS
(4) Dependent Travel
(5) DLA
(6) Reimbursable Expenses
(7) Total
(8) Less Advance
(9) Amount Owed
(10) Amount Due
18. REIMBURSABLE EXPENSES
a. DATE
b. NATURE OF EXPENSE
c. AMOUNT
d. ALLOWED
19. GOVERNMENT/DEDUCTIBLE MEALS
a. DATE
b. NO. OF MEALS
a. DATE
b. NO. OF MEALS
20.a. CLAIMANT SIGNATURE
b. DATE
c. REVIEWER'S PRINTED NAME
d. REVIEWER SIGNATURE
e. TELEPHONE NUMBER
f. DATE
21.a. APPROVING OFFICIAL'S PRINTED NAME
b. SIGNATURE
c. TELEPHONE NUMBER
d. DATE
22. ACCOUNTING CLASSIFICATION
23. COLLECTION DATA
24. COMPUTED BY
25. AUDITED BY
26. TRAVEL ORDER/ AUTHORIZATION POSTED BY
27. RECEIVED (Payee Signature and Date or Check No.)
28. AMOUNT PAID

DD FORM 1351-2, MAY 2011
PREVIOUS EDITION IS OBSOLETE.
Exception to SF 1012 approved by GSA/ITMS 12-91.
Adobe Designer 8.0

Defense Travel System
Verification of Processing

Document History
- This page shows the processing of the Travel Voucher.
- There may be additional pages submitted, but this is the important one.

Name & SSN
- Matches tax relief application.
- Matches Travel Voucher.

Travel Voucher Creation
- "Created" date is soon after the end of deployment travel. (See 15a on Voucher)
- Travel vouchers are supposed to be turned in shortly after returning home.

Travel Voucher Approval
- Verify that the travel voucher was "Approved."
- You don't need to worry about the other steps in the travel voucher process.

Signature
- This will usually be blank. That's okay.
- This page was printed from an electronic system, and so won't be signed.

01/23/14 DOCUMENT HISTORY Doc No. RCOTHERAPG040613_V01
Defense Travel System WASHINGTON, GEORGE XXX-XX-6789

STATUS	DATE	TIME	SIGNATURE NAME
CREATED	11/20/13	1228	GEORGE WASHINGTON
SIGNED	11/20/13	1337	GEORGE WASHINGTON
ADJUSTED	11/22/13	1746	JOHN ADAMS
ADJUSTED	11/22/13	1756	JOHN ADAMS
REVIEWED	11/22/13	1807	JOHN ADAMS
OBLIGATED	11/27/13	1551	THOMAS JEFFERSON
APPROVED	11/27/13	1551	THOMAS JEFFERSON
ADJUSTED	11/27/13	1551	THOMAS JEFFERSON
ADJUSTED	11/27/13	1553	THOMAS JEFFERSON
PAY LINK	11/27/13	1555	Pay Mod Generated
OBLIG SUBMITTED	11/27/13	1555	Pay Mod Generated
POS ACK RECEIVED	11/28/13	0313	Pay Mod Generated
VOUCHER SUBMITTED	11/28/13	0313	Pay Mod Generated
PAID	11/29/13	1713	Pay Mod Generated
ARCHIVE SUBMITTED	11/30/13	1001	Pay Mod Generated
ARCHIVE ACCEPTED	12/02/13	1304	Pay Mod Generated
ARCHIVE IMAGE SUBMIT	12/03/13	0334	Pay Mod Generated
ARCHIVE IMAGE ACCEPT	12/03/13	0352	Pay Mod Generated

I certify that the electronic signatures listed above are valid and on file.

SIGNED DATE

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING	
TITLE:	Approval of The 2022 Moab Craggin' Classic Special Event Permit
FISCAL IMPACT:	N/A
PRESENTER(S):	Angie Book The Old Spanish Trail Arena Director

Prepared By:

Angie Book
OSTA Director
(435) 259-1311
abook@grandcountyutah.net

Attorney Review:

N/A

SUGGESTED MOTION:
I move to approve The 2022 Special Event Permit for the Moab Craggin' Classic.

BACKGROUND:

Special Events

- Rock Climbing event with clinics, sponsor expo, and camping at OSTA with a silent disco night on Saturday at the Pavilion
- November 4th – 6th, 2022
- 250 Participants, 200 Spectators, 50 Staff/Volunteers
- OSTA & Rock-Climbing Venues (Schedule attached)

ATTACHMENT(S):

- SE Application
- Signed OSTA Agreement
- Schedule of Rock-Climbing Course
- 2022 Event Packet
- DBAC Permit



Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application 2021

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

Fri, Mar 11, 2022 at 1:38 PM

OSTA Special Event Permit Application 2021

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

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

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

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

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

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

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

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

OSTA Security / Compliance Officer	Yes
Today's Date	3/11/2022
First Name	MALORIE
Last Name	IRVIN
Application Type	New Application
Applying 180 business days prior to the first day of the event?	yes
Applicant Name:	Malorie Irvin
Business or Organization:	American Alpine Club
Mailing Address:	710 10th Street Suite 100
City	Golden
State	CO
Zip	80401
Email Address:	moabcraggin@americanalpineclub.org
Phone:	8127199120
Cell:	8127199120
Event Web Address:	https://americanalpineclub.org/home
Contact on-Call During the Event:	Malorie Irvini
Contact's Cell Phone:	8127199120
Contact's Email:	moabcraggin@americanalpineclub.org
Alternative on-Call:	Heidi McDowell
Alternative on-Call Cell Phone:	209.614.4695
Alternative on-Call Email:	hmcdowell@americanalpineclub.org

EVENT DETAILS

Event Name:	Moab Craggin' Classic
Specific Description of Event:	Climbing Festival promoting inclusion and advocacy
Preparation Begins	11/2/2022 1:00 PM

WED ?

Event Start Date & Time	11/4/2022 8:00 AM
Event End Date & Time	11/6/2022 2:00 PM
Clean-up Completed	11/7/2022 2:00 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Racetrack, parking lot and pavilion ✓

Security /Cleaning Deposits

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

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

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

Number of Event Staff & Volunteers	50
Maximum Number of Participants	250
Number of Spectators	200
Number of Event Staff & Volunteers	50
Maximum Number of Participants	250
Number of Spectators	200
Number of Event Staff &	50

Volunteers	
Maximum Number of Participants	250
Number of Spectators	200
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff/Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Daily total attendance Staff/Volunteers	50
Daily total of attendance of	250

Participants

Day Total of Spectators	200

CHECK YES OR NO FOR EACH

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

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

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

Field not completed.

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Escort/Security	*Field not completed.*

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

4. EMERGENCY MEDICAL SERVICES:

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

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

EMS Department (435) 259-1301

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

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

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

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

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

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

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

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

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

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

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

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.	(1) mobile stage, the rest will be 10x10 tents for Sponsors

Need Specs of Stage & safety plan

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

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

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

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

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

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

Beer Garden
Include location on the site/sketch plan.

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

Attach Business License	American Alpine-Moab Craggin Classic (2).pdf
Utah State Temporary Sales Tax Application	https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1
Special Event Sales Tax License	https://tax.utah.gov/sales/specialevents#temporary
Attach Utah Sales Tax License	*Field not completed.*

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

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

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

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

Attach 501 (c) 3 document	non-profit.pdf

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

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

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

Number of Merchandise Vendors:	0

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

B. Food Vendors:

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

Food Vendor

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

Additional Insurance requirements for using OSTA concession	*Field not completed.*
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	0
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*

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

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

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

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

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

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

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

Sketch.

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

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	Volunteers to assist with trash pickup and cans.
Attach Garbage Contract	*Field not completed.*

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

Please describe in detail your recycling plan:	Volunteers to assist.
Attach Recycling Contract if applicable.	*Field not completed.*

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

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

Permits from other entities, if applicable. Please check all that apply:	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

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

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

Grand County 125 East Center Street Moab Utah 84532

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

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

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

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	Conformation from OSTA verifying date. A signed OSTA agreement will be required., Certificate of liability insurance: current policy names Grand County additionally insured , Signed Indemnification Agreement , Signed Pledge, Signed Statement of Authority, A description of the number and types of vendors planned for the event
Site Plan and/or Detailed Course Map	*Field not completed.*
OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed Course Map	*Field not completed.*
Other Related Documents	IndemnificationLiability Agreement.pdf
2021 Fee Schedule	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL

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

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

APPLICANT CERTIFICATION

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

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Malorie
Middle Initial	*Field not completed.*
Last Name	Irvini
Date	3/11/2022

OSTA Contact Information:

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

Email not displaying correctly? View it in your browser.

GRAND COUNTY FACILITIES
RENTAL AGREEMENT

Event Name Malorie Irvin

Event Date November 4th – 6th, 2022

Event Contact Person Malorie Irvin

Contact Person's Cell # (812) 719-9120

Contact Person's Email moabcraggin@americanalpineclub.org

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

√	**Requirements for your Special Event permit** ***Some events will not require a Special Event Permit, OSTA will Advise.**
3/12	Special Event Application
	Signed OSTA Agreement
8/24	Insurance (Signed w/ required values & Grand County named additional Insured).
7/14	Signed Statement of Authority
3/11	Signed Indemnification Agreement
8/5	Temporary Business License
X	Sales Tax License (SE Sales Tax #)
8/24	Temporary Alcohol Permit (County & State approval required)
8/24	Event documentation: Course Map, Site Map, Schedule of events, Security Contacts, Cleaning contacts with schedule.
	Medical Form – Listing out location of first aid station, receipt of CPR/First Aid Cards, designated person for dialing 9-1-1.
X	EMS Application – if needed for event
	Safety Plan (required for some events at the discretion of OSTA's Director)
	Temporary Business Permit for each out of County vendor ($25 payable to Grand County)
	All land use permits, along with any UDOT, GCSO, UHP, SAR, OTHER.
	Health Department permit if using non-local, un-permitted food vendor.
	Traffic Control Plan, including copy of shuttle plan if applicable.
	Vendor Spreadsheet if selling merchandise.
	Administrative Fee (determined by number of participants)
	Security Deposit (determined by OSTA)

Old Spanish Trail Arena (435) 259-6226 or (435) 259-1311

Old Spanish Trail Arena Conditions of Conduct

General rules

Children must not be subject to alcohol or drugs in any area that they are occupying.
Children must be supervised at all times.
No walking on bleacher tops by anyone.
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball during indoor soccer.
No Drones – Nothing that takes flight
No Bounce Houses

Alcohol

Alcohol must be in plastic cups only (pull rings must be disposed of in trash) No glass or Styrofoam containers are allowed on the arena floor or grass areas. Intoxicated persons will be asked to leave the facility.

Event shut down times

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

Motorized Vehicles

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

Smoking/Vaping

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

Building surfaces

Building surfaces equipment and furniture if damaged or removed from site will be paid for by the Renter at the replacement cost. **NO TAPE OF ANY KIND IS TO BE USED!** Please plan for decorations and signs accordingly!

Inappropriate behavior

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

Security Deposits

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

OSTA Security

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

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

GRAND COUNTY
FACILITIES RENTAL AGREEMENT

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

TERMS AND CONDITIONS

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

Purpose of Function: Moab Craggin Classic

Term of Use: Starting November 3, 2022 Ending November 6, 2022 (the "term")

Total Rental Fees:

Items Charged	# Of Days/hrs	Amount	Amount Total
Pavilion Nov. 4, 5, 6	3	$200.00	$600.00
501 C-3 Discount	1	30.00%	$180.00
Tables ($2.00 each per day, 26 tables per day)	3	$52.00	$156.00
Chairs ($1.00 each per day, 130 chairs per day)	3	$130.00	$390.00
OSTA Staff Cleaning on Friday (4 hours, 2 staff minmum @ $35 per hour each staff)	4	$70.00	$280.00
OSTA Staff Cleaning on Saturday (6 hours, 2 staff minmum @ $35 per hour each staff)	6	$70.00	$420.00
OSTA Security on Friday (4 hours, 2 staff minmum @ $40 per hour each staff)	4	$80.00	$320.00
OSTA Security on Saturday (6 hours, 2 staff minmum @ $40 per hour each staff)	6	$80.00	$480.00
OSTA Staff Final Clean on Sunday (4 hours, 2 staff minmum @ $35 per hour each staff) If additional cleaning is needed past the 4 hours the additional time will be billed on a separate invoice after event.	4	$70.00	$280.00
Orange Fencing $5.00 per roll (Event Holder is responsible for installing & uninstalling, additional rolls can be billed if needed)	5	$5.00	$25.00
Camping fees will be invoiced after event. Fees are as follows: Dry Camping - Tent (real tents on the ground, this does not include tents on vehicles) $20.00 per night Dry Camping - Trailer (No Hook-up's), Vehicle, Tent attached to a vehicle $30.00 per night Trailer Camping with Hook-up's (Needs reservations with OSTA) $35.00 per night			
			$0
Non-Refundable Administration Fee	1	$200.00	$200.00
Total Rental Fee (subject to ticket sales, business licenses, and concession sales)		**Sub Total:**	**$2,971.00**
Refundable security Deposit	1	$1,000.00	$1,000.00
Extended total including refundable security deposit		Total:	$3,971.00

Security Deposit

Renter shall pay to County $1.200.00 a Security Deposit, $200.00 of is a Non-refundable Administration Fee pursuant to Grand County Code Section 8.16.100. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "B." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

Duties of Renter

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

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall include County as an Additional Insured on such insurance policy. Renter shall submit proof of insurance sufficient to the OSTA Director that liability with serving alcohol is included with insurance coverage prior to the event. Each Certificate of Insurance shall be attached hereto as Exhibit C and provide the following: a) designation of the County as an Additional Insured: and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the coverage hereunder shall constitute default

Licenses & Compliance with Laws

Renter shall obtain and be responsible for all licenses and permits required for the event prior to the commencement of the same. Further, Renter shall comply with all federal, state, and local laws, ordinances and regulations during the event.

Insurance

During the term of this Agreement, Renter shall carry general commercial liability insurance, including bodily injury and damage to the premises, with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better with coverage not less than $1 million each occurrence with a $2 million combined single limit. Renter shall include County as an Additional Insured on such insurance policy and shall submit proof of insurance to the OSTA Director prior to the Event. Each Certificate of Insurance shall be attached hereto as Exhibit C and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the coverage hereunder shall constitute default.

Indemnification

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

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County are immediately difficult to estimate or determine, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Termination

Either party may terminate this Agreement in advance of the event by providing written notice___30____ days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any local, state, or federal law.

Termination by Damage Not the Fault of Renter

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

Holdover

If Renter retains possession of the Property or any part thereof after the Termination of the Term, by lapse of time and otherwise, Renter shall pay to the County a Holdover Fee in an amount equal to one hundred fifty percent (150%) of the Total Rental Fees for each day or part thereof (without reduction for any such partial day) that Renter remains in possession. Renter shall also pay the County all actual damages sustained by reason of Renter's retention of possession. The provisions of this Section do not exclude the County's right of re-entry or any other right hereunder. Any such holdover period shall be subject to all other terms and conditions herein contained.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County has no liability for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns during the Event. Every effort will be made to ensure continuance of the Event through temporary means and pre-planning etc.

Attorneys' Fees

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

Venue and Jurisdiction

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

Entire Agreement/Amendment

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

Renter -Dated: 8/26/2022

Signature: 

By: Malorie Irvin (Printed name)

Address: 710 10th Street, Suite 100, Golden CO 80401

Phone: 812-719-9120

Email: moabcraggin@americanalpineclub.org

County Dated: August 24, 2022

Signature: _____

By: Angela Book (Printed name)

Its: OSTA Director

Address: 3641S Hwy 191 Moab UT 84532

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

Email: abook@grandcountyutah.net

Exhibit "A"

Participant's Release Form

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

EVENT(s): MOAB CRAGGIN CLASSIC

Date(s): 11/4-11/6

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

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

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

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

	Adults Name	Adults Signature	Childs Name	Childs Signature
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2				

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

Exhibit "B"

Inspection Report of Facility

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

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

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

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

Exhibit "C"

Proof of Insurance

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

Renter shall designate Grand County 125 East Center Street Moab Utah 84532 as an Additional Insured on all such insurance policies and provide proof of the same.

Insurance values

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

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

Exhibit "D"

Special Terms and Conditions

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

1. **Cleaning:** Renter is responsible for the cleaning, sanitizing, sweeping and mopping of all rented areas. All restrooms that are used need to be re-stocked (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. All tables and chairs must be cleaned prior to stacking. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of $5 per stall to be cleaned and a minimum of $50 for the tractor fee.

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

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

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

exit during the event. If any arenas on facility are not being rented, event holder must also allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

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

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

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

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

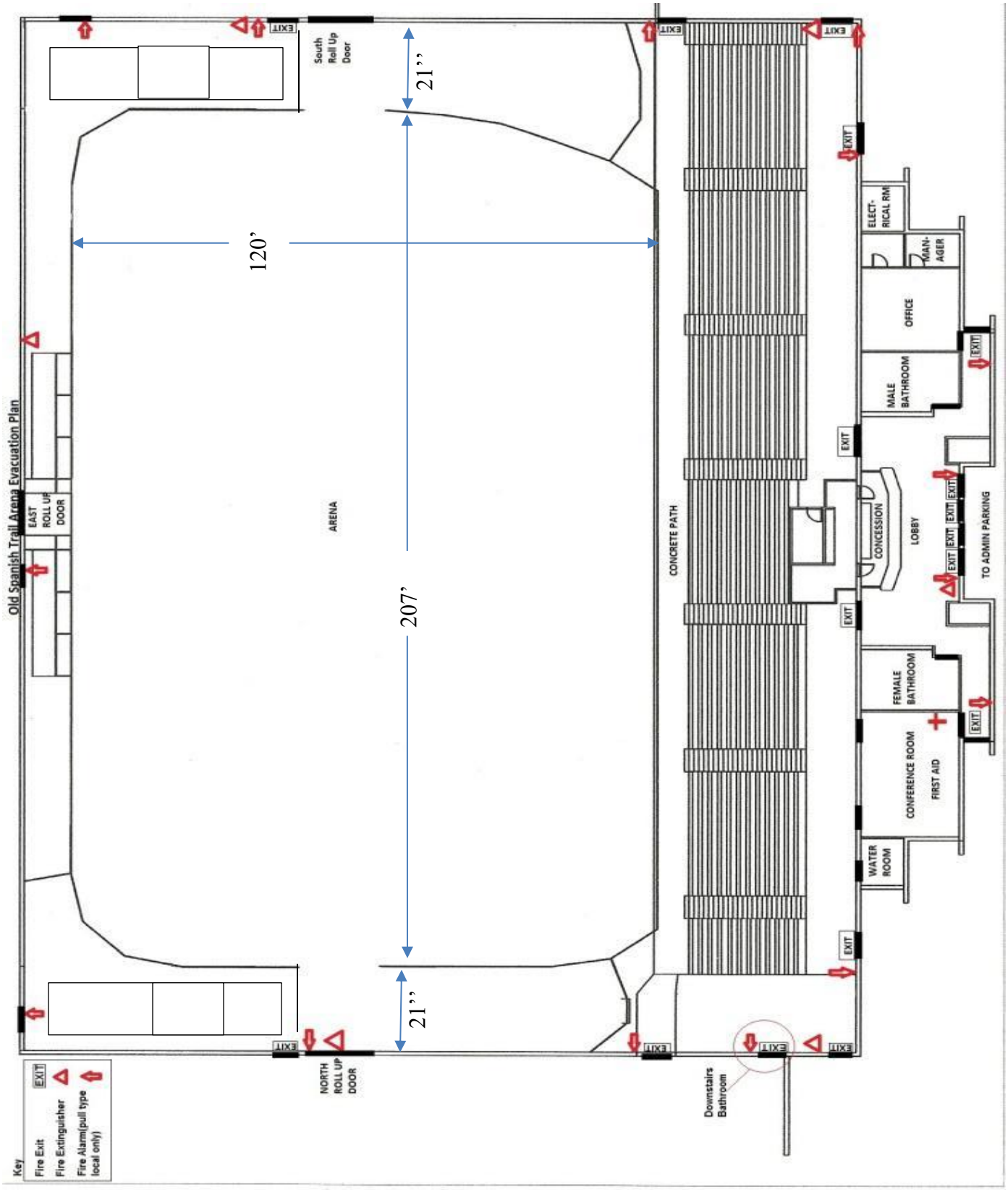
   - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
   - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
   - No speeding, excess noise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

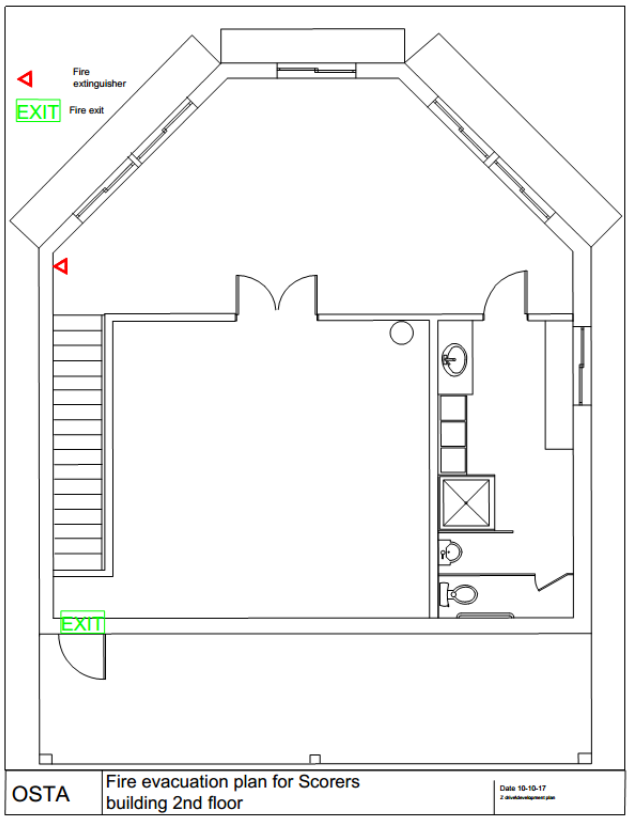
9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

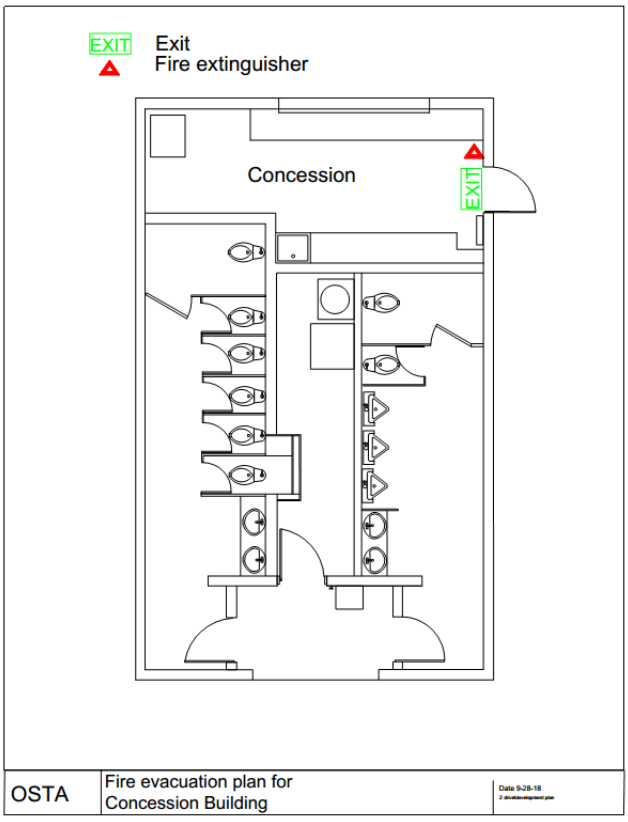
It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

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

Signature _____ **Date** 8/26/2022


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


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


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


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

EMERGENCY INFORMATION
THE OLD SPANISH TRAIL ARENA

Emergency Numbers: **911**

- **Grand County Sheriff** (435) 259-8115
- **Moab City Police** (435) 259-8938
- **Moab Fire Department** (435) 259-5557
- **Grand County EMS** (435) 259-1301
- **Poison Control** (800) 222-1222
- **Moab Veterinary Clinic** (435) 259-8710

Event Location:

The Old Spanish Trail Arena
3641 South Highway 191
Moab, Utah 84532

Urgent Care Services:

Moab Regional Hospital
450 West Williams Way
Moab, Utah 84532

Directions to Hospital:

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

Arena Contact Info:
Angie Book OSTA Director (435)259-1311(office) or (707)980-3082(cell)
Greg Poor OSTA Assistant Director (435)259-6226 or (435)773-2110

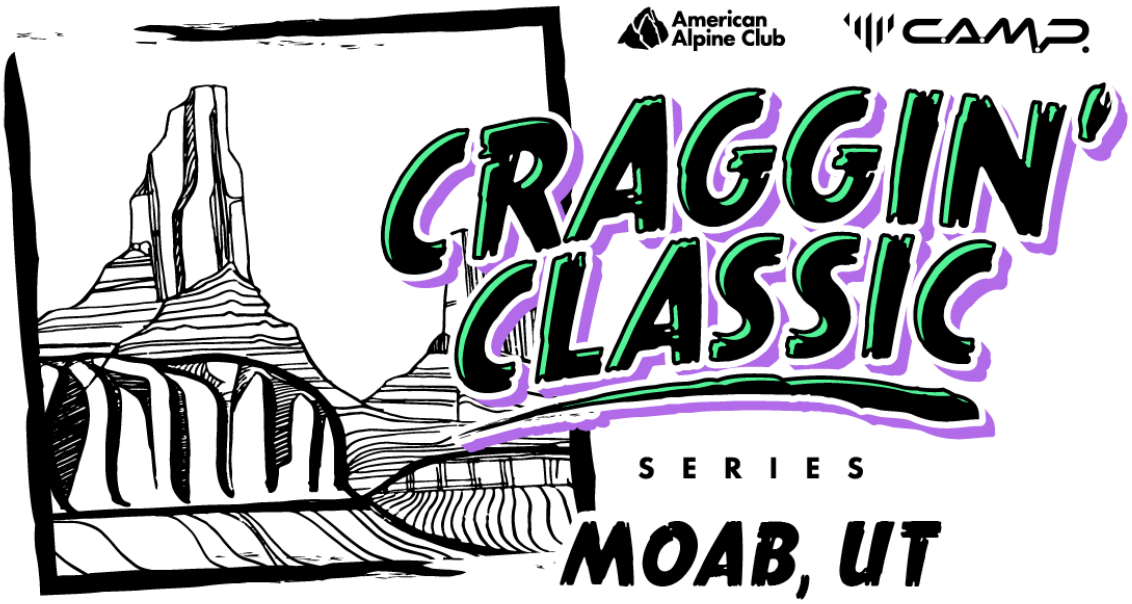
- ✓ **Please contact arena personnel after calling emergency responders.**
- ✓ **For all building related problems, please call arena personnel.**

These are for our Saturday clinics, November 5.
These are clinics that cost a fee.

Please see below for our locations and companies.

Location	Guiding Company
Reptilian Wall	Clapper Adventures
Maverick Buttress	Red River Adventures
Abraxis	Desert Highlights
Cinema	Clapper Adventures
Wall Street	Clapper Adventures
Kane Creek Bouldering Field	Red River Adventures
Shady Crag	Red River Adventures
Big Bend Boulders	Red River Adventures
Ice Cream Parlor	Red River Adventures
Deadmans Buttress	Red River Adventures
Day Canyon	Clapper Adventures

Pink highlight = change that needs to be added to website
Yellow highlight = still needs confirmation



MOAB CRAGGIN' CLASSIC

The Finest Desert Rat Climbing Fest!

November 4-6, 2022

About:
The Moab Craggin' Classic, powered by CAMP Technical Adventure Equipment, is the grassroots desert climbers fest! This November 4-6th, we'll be re-uniting a celebration of all things climbing. Rally to the desert with the AAC and your fellow climbers to learn new skills, meet new climbing partners, give back to our local crags, and celebrate our awesome climbing community.

Up your game with climbing clinics taught by local climbing guides and pro climbers like Ben Rueck, Marcus Garcia, and more. Covering a variety of topics, there are clinics for all skill levels.

Inspiring stories, films, speakers, live music and more—our programming is stacked! From Adidas Five Ten athlete Molly Mitchell, presenting "Playing with Fear", local bluegrass band The Family Trade, there will be plenty to keep you entertained!

Evenings are for partying, so we'll have beer from the Moab Brewery, talent show, costume contest, a Silent Disco, gear giveaways, a silent auction and so much more! Throughout the festival you can enjoy perusing the vendor village, competitions, games, and gear demos. Local food brought to you by Rock Star Catering.

So grab a buddy and rally to the desert for the Moab Craggin' Classic!

Registration:
Registration will open on 9/6/2022 at 9:00 AM. Tickets are limited and will sell out! Follow us on Facebook and Instagram to stay in the loop on event details and updates.

GENERAL WEEKEND PASS: $45.00
Includes: Entrance to festival and vendor village, AAC cup & hat, Films, live music, two beer tickets for those age 21+, gear demos, Climbing Zines, morning coffee and so much more!
*Clinics & Camping **NOT** included.*

CAMPING AT THE CRAGGIN'
Please register if you plan on camping on-site during the event.
Campsites WILL SELL OUT! Please carpool - parking is very limited and carpooling is necessary for both the planet and the event!
1 NIGHT ON-SITE CAMPING PASS: Tents - $20.00
2 NIGHT ON-SITE CAMPING PASS: Tents - $40.00
1 NIGHT ON-SITE CAMPING PASS: Car-Camping / Vans / Trailers under 25 feet - $30.00
2 NIGHT ON-SITE CAMPING PASS: Car-Camping / Vans / Trailers under 25 feet - $60.00

Anyone who would like electrical or water hook-up's needs to contact the Arena directly to make those reservations as they are limited.
Reservations can be made at
cpalmer@grandcountyutah.net
(435) 259-6226
You will need to let Chloe know that they are coming in for the event!

TWO NIGHT DINNER PASS - $25.00
SINGLE NIGHT DINNER PASS - $15.00
Enjoy a catered meal, brought to you by Rock Star Catering of Moab.
Be sure to bring your plate and get ready for a hot and delicious abundance of food!

FRIDAY ½ DAY CLINIC REGISTRATION: $50*
Up your game with an array of climbing clinics taught by pro climbers and guides. All clinics run Friday, November 4th from 12:00 PM - 4:00 PM. Please show up early!
See below for clinic details.

SATURDAY CLINIC REGISTRATION: $80*
Up your game with an array of climbing clinics taught by pro climbers and guides. All clinics run Saturday, November 5th from 9:00 AM - 4:00 PM. Please show up early!
See below for clinic details.

***Current AAC members will receive a 10% discount upon registration checkout.**

STEWARDSHIP EVENT: Volunteer -TBD
Come out to give back to our local crag. We are psyched to be partnering with Friends of Indian Creek for our local Craggin Classic stewardship project.

Craggin' Classic Talent Show
Have a special talent, play an instrument or are ready to throw down your best DJ Set? Sign-up and we will be contacting you regarding the Contest & more specifics!

Event Schedule:-- ALL LREADY TO UPDATE!

Friday November 4th

2:00-8:00 PM
Event & Camping Check-in Open
Our weekend headquarters will be located at the Spanish Trail Arena!

12:00 PM - 4:00 PM
Friday Clinics
You asked, we answered! Because demand has been so high, we've added a second day of clinics. There are a limited number of half day clinics. You can sign up for both a Friday and Saturday clinic. See clinic details below.

4:00 pm -10:00 PM
Weekend kickoff party, bar opens, raffle, games and evening entertainment!
Join us for an evening of fun! Enjoy some tasty beer from the Moab Brewery, presentations, raffle and gear giveaways and general shenanigans at Vendor Village!
Be a Craggin' Classic all-star and take home some prizes.



4:00 PM - 6:00 PM
The Family Trade will kick off the weekend with some local bluegrass.

5:30 - 7:00 PM
Dinner Time!
Be sure to bring your plate and get ready for Moab's own RockStar Catering Company.
Dinner available to those who signed up during registration!

6:00 PM - 6:30 PM
Friday Raffle Winners announced!
Head over to the AAC tent to check-out your potential winnings!

6:45 PM - 7:15 PM
Luke Mehall will be presenting a short film about a first ascent in The Creek called The Queen, followed by a Q&A.

7:30 PM - 8:30 PM
Adidas Five Ten athlete **Molly Mitchell** will be presenting "Playing with Fear", followed by a Q&A.

8:45 PM - 9:30 PM
Girls Gone Wide 2 Premier with Kaya and Mary, followed by a Q&A!

9:30 PM - 10:30 PM
WORLD PREMIERE OF EL GAVILÁN FILM, PRESENTED BY WILD COUNTRY AND RAB
Rising out of the arid Mexican Desert lies a 900 ft ship's prow of elegant limestone sporting a 9-pitch 5.13 established in the 90s by Jeff Jackson. A cutting-edge big wall free climb at the time, this route shut down hard men for years. Shrouded in mysticism, the bolts rusted and the holds collected dust until a couple young gals from Canada decided to give it a try.

Saturday, November 5

7:30 AM
Gear Demos Begin & Coffee with Alpine Start!
Your weekend pass includes access to gear demos (additional collateral required). Try out the latest and greatest gear at the crag Saturday, during your clinic or on your own. Demos are arranged with our fantastic sponsors at the Vendor Village.

9:00 AM - 4:00 PM
Climbing Clinics with the Pros
Take your climbing to a new level by signing up for a climbing clinic taught by professional climbers and local guides! Climbers of all abilities are welcome, though basic climbing knowledge and proficiency is expected. Learn the skills you need to climb more comfortably and efficiently in the desert and beyond. ***Clinic list and details below.*

12:00 PM - 8:00 PM
Event & Camping Check-in Open
Our weekend headquarters will be located at the Spanish Trail Arena

4:00 PM Onwards
Tappin' the Keg & Hanging in the Vendor Village!
Gather with the crew and enjoy some tasty beer from Moab Brewery, music, silent auction, raffle, costume contest, first ever Talent Contest and general shenanigans at the Vendor Village area!

5:00 PM - 5:30 PM
Hill to Crag

5:30 PM - 6:00 PM
Leave No Trace & Clean Climber Foundation Sustainability Panel at the LNT Booth

6:00 PM - 8:00 PM
Talent Contest!
Crowd favorite brings home a prize! Join us in Moab's first Talent Show. Bring your guitars, DJ sets, magic tricks or whatever it takes to bring home a prize!



6:00 PM - 7:30 PM
Dinner Time!
Be sure to bring your plate and get ready for Moab's own RockStar Catering Company.
Dinner available to those who signed up during registration!

8:00 PM: Silent Auction Bidding Closes
Be sure to check out the amazing items and get your bids in before it closes! Every dollar raised supports the AAC's work protecting wild places, educating climbers, and building community.

8:30 PM: Raffle Time & Auction Winners!
We've got a stacked raffle, filled with gear, art and more for you to win. So buy your raffle tickets and get ready to win!

9:00 PM - 9:15 PM
Costume Contest!
Just because Halloween is over doesn't mean we end the Costume Contest! Bring your best costume and take home a prize!

9:15 PM - 11:00 PM
Silent Disco!
Keep the party going with DJ Dan Dasana. Dance, shake and boogie and have yourself a Dance Party!

Sunday, November 6

9:00 AM - 10:00 AM: Yoga
Stretch out those muscles from your Clinics, and enjoy an hour of Yoga with ***Desert Power Yoga!***

10:00 AM-11:30 AM
RESILIENCE WITH THE CLIMBING GRIEF FUND
Resilience is the ability to face adversity with flexibility and grace. Hosted by a mental health professional with the AAC's Climbing Grief Fund, this workshop offers concepts and language regarding resilience and grief and its connection to climbing and the natural world.

Topics covered may include: different frameworks for understanding stress; definitions to grief and trauma; tools to manage stress and engage with grief in a healthy way; ways to show up and support others, and resources to help support individuals and communities in grief.
***The workshop begins at 10AM Sunday. You are welcome to come for the first 1.5 hours or stay for the duration. The second half of the workshop will offer more education related to grief and trauma as well as time to practice holding space for challenging content in a small group.*

9:00 AM: Crag Stewardship Project - TBD
Come out to give back to our local crag. *Project is TBD*

CLINIC OFFERINGS:

Clinics for the Moab Craggin' Classic will be held on Friday, November 4 from 12:00 PM - 4:00 PM and Saturday, November 5 from 9:00am to 4:00pm, weather permitting. Clinics will begin promptly at 8:00. Please meet at the Event Tent; grand central for the weekend's events. Arrive 15 minutes early, prepared to learn from the best. Clinics are $80.

Clinic offerings will include local-specific topics, as well as universally applicable climbing techniques. Clinics will be conducted with pro athletes and local professional guides. All guides taking part are local Moab folks; desert rats with hard and true knowledge of our diverse canyonlands terrain, and the sensitivities required to climb in the desert safely, respectfully, and at full throttle! Space is limited for all clinics and have a minimum participant number. We'll do the best to accommodate everyone's first choice but some rearranging may be necessary.

Equipment Needed: Personal climbing equipment including shoes, harness, helmet, personal anchor and belay/rappel equipment, hiking shoes, lunch/calories, hydration, and appropriate clothing for climbing.

GEAR DEMOS ARE AVAILABLE!

WORKSHOPS

Climb United Meet-up

Grab your climbing shoes and meet some of your fellow climbers during the first ever Climb United Meet Up! Whatever your skill level or background, let's get together for some climbing and good conversation. Supported by our partners; REI, Eddie Bauer, Mountain Hardwear, Patagonia, Mammut, Adidas, North Face and TINCUP Whiskey. The session will be facilitated by Climb United Director, Cody Kaemmerlen. Please note that this is not a guided session and no climbing instruction will be provided.

> **Who Is this for:** We encourage participation from BIPOC, LGBTQ+, Adaptive, Plus Size climbers and allies.

Climbing Grief Fund with Virginia Sanford

Resilience with the Climbing Grief Fund

Sunday 10AM - 1PM - TBD

(Attendees have option to come from 10-11-30 or to stay for the duration of the workshop)

Workshop description:

Additional Details:

Event Headquarters:

Spanish Trail Arena

Old Spanish Trail Arena, Moab, UT 84532

Camping:

Check-in begins at 2:00 PM on Friday, check-out by 2:00 PM on Sunday.

- We are only able to accommodate rigs under 25 feet.
- Please register either a Van or a tent at Registration

Other Lodging:

Moab has many lodging options including hostels, hotels, motels, condos, guest houses, B&B's resorts etc. The best lodging planning info is available at discovermoab.com.

Dogs:

Dogs are allowed but strongly discouraged. This is a loud and busy event. If you bring your dog they MUST be leashed at all times, both at the campground and at the pavilion. Dogs are not allowed at clinics without prior permission from the instructor.

Volunteering

We would love your help to make this event a success! If you would like to volunteer to help with setup the day before, parking and check-in the day of, and/or clean up and breakdown the day after, we'll have something special to offer you in thanks!

Questions?

If you have any questions regarding the Moab Craggin' Classic, please contact Event Coordinator Malorie Irvin at moabcraggin@americanalpineclub.org.

State Of Utah
Department Of Alcoholic Beverage Services

SINGLE EVENT PERMIT

Permit Number
SE09271

Event Date(s)
November 4, 2022 to November 6, 2022
Hours: 10AM to 10PM

Name of Event **MOAB CRAGGIN CLASSIC 2022**

Permit Holder AMERICAN ALPINE CLUB

Permit# 1 in 2022

To Be Held At **The Spanish Trail Arena**
3641 S HWY 191
MOAB, UT 84532

Permit: 72 Hour

TO HOLD A SINGLE EVENT PERMIT ALLOWING THE STORAGE, SALE & CONSUMPTION OF LIQUOR / WINE / BEER PURSUANT TO UTAH CODE 32B-9-301.

Approved on **August 19, 2022** by the
Utah Alcoholic Beverage Services Commission

Tiffany Clason

Tiffany Clason, Executive Director

This permit must be displayed continuously in a prominent place for public view in the permitted premises, and may be cancelled for violation of its terms or the provisions of the Utah Alcoholic Beverage Services Act.

This permit may not be transferred to any other person or business entity.

Location Begin Date: 11/4/2022
Location End Date: 11/6/2022
Location Hours: 10AM to 10PM

Event Information:

Primary Location
* Outdoor Public Event;
* Minors may Attend
* Event purpose/activity: Fundraiser
* Proceeds go to: American Alpine Club
* Admission: $45.00 Daily Attendance: 350
* Alcohol Beverages Included in Admission: 2 - Beer; Liquor;
* Additional Notes: Outdoor Public Event with Minors and an Alcohol Garden

Control Measures:
* Food available * Alcohol Garden * Event Properly Secured
* Number of entrances/exits available to patrons: 1; Secured
* I.D. Station Separated from Alcohol Sales * Wristband * Trained I.D. Personnel
* Food and Alcohol Separate * Required Number of Trained Servers
* Alcohol Beverages in Readily Identifiable Containers * One alcohol beverage at a time per patron
* Security: 7 Security for 350 Guests

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4TH, 2022

TITLE:	Approving resolution titled: "A resolution of the Grand County Commission updating the Grand County Employee Handbook Section X. Work Polices- All Employees, J. Work Hours and X. Remote Work
FISCAL IMPACT:	None
PRESENTER(S):	Renee Baker, Personnel Services Director

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDED MOTION:

I move to approve the resolution titled: "A resolution of the Grand County Commission updating the Grand County Employee Handbook Section X. Work Polices- All Employees, J. Work Hours and X. Remote Work" effective October 5th, 2022.

BACKGROUND

Update to Section J. Work Hours-

This update allows for Department Heads to have more flexibility when staffing departments as long as there is business hour coverage for public service. A schedule will be filed with the Commission Admin and Personnel Service Office.

Addition of Section X. Remote Work-

This policy solidifies the current practice of Remote Work requests in the County. Since we are taxpayer funded, we want those taxpayers to be able to get in- person service. Remote Work will be used as a management option under extraneous circumstances and not an on-going benefit.

In talking with other government entities many are back in the office and only allowing remote work on this case by case basis.

ATTACHMENT(S):

1. DRAFT- Res # XXXX- "A resolution of the Grand County Commission updating the Grand County Employee Handbook Section X. Work Polices- All Employees, J. Work Hours and X. Remote Work

GRAND COUNTY, UTAH

RESOLUTION NO._____(2022)

A RESOLUTION OF THE GRAND COUNTY COMMISSION UPDATING THE GRAND COUNTY EMPLOYEE HANDBOOK SECTION X. WORK POLICIES- ALL EMPLOYEES, J, WORK HOURS AND X. REMOTE WORK

WHEREAS, it is necessary from time to time to amend policies contained in the Grand County Employee Handbook previously enacted by the Grand County Commission in order to improve and establish new policies and procedures; and

WHEREAS, Exhibit A, incorporated herein, more fully describes the updated "Section X. Work Policies - All Employees, J. Work Hours"

WHEREAS, Exhibit B, incorporated herein, more fully describes the addition of "Section X. Work Policies - All Employees, X. Remote Work"

WHEREAS, the policies established herein is to be effective October 5th 2022 , and is to be included in the next County Commission approved version of the Employee Handbook (last adopted effective January 1, 2014); and

NOW, THEREFORE, be it resolved by the Grand County Commission to amend and enact policies. The proposed amendments are contained in Exhibit A and Exhibit B which are attached to and made a part of this resolution.

APPROVED by the Grand County Commission in open session of a public meeting this 4th day of October by the following vote:

Those voting aye:

Those voting nay:

Those absent:

ATTEST:	**APPROVE:**
_____	_____
Gabriel Woytek	Jacques Hadler
Grand County Clerk/Auditor	*Grand County Commission Chair*

Exhibit A

J. Work Hours

All Grand County employees are expected to work their assigned schedule.

1. Work Hours

In Grand County offices, work hours are from 8:00 am to 5:00 pm unless otherwise approved by the Personnel Services Director and Commission Administrator.

a. Business hours to enhance services may, occasionally, include extended hours, nights, early mornings, weekends and holidays as needed.
b. Department Heads and Elected Officials may establish an alternative work schedule for their employees. This alternative work schedule shall be written and approved by the Commission Administrator prior to implementation. Personnel Services will keep the approved work schedule on file.
c. Alternative work schedules can be adjusted or discontinued by the Commission Administrator or Personnel Services Director at any time for any reason. A response will be provided in writing prior to the schedule change.
e. Department Heads and Elected Officials are responsible for setting the schedule of their department to ensure proper coverage of the office for the public.

2. Rest Breaks

All full-time non-exempt employees are permitted two (2) paid breaks of not more than fifteen (15) minute durations, usually, one (1) to be taken at least an hour prior to lunch and one (1) to be taken at least an hour after lunch. The purpose of granting breaks is to relieve mental strain and fatigue; therefore the following practices are not permitted:

a. Combining two daily breaks into one thirty (30) minute rest period
b. “Banking” breaks from day to day
c. Saving breaks to extend lunch hours or shorten workdays
d. Requesting compensatory time off or pay for work performed during breaks.
e. Failure to return on time from breaks will subject the employee to disciplinary action and docking of pay for missed time.

Part-time regular employees who work at least four (4) hours in one day are permitted one (1) break of not more than a fifteen (15) minute duration.

3. Smoking Breaks

Employees shall take smoke breaks only during their rest and lunch breaks. This is allowed only in the designated smoking areas outside and 25 feet away from any building's exits. If additional breaks are taken for this reason, the employee will be subject to disciplinary action and docking of pay for missed time.

4. Lunch Breaks

Each full-time employee is allowed up to a one (1) hour unpaid lunch break. The employee's actual lunch break may be determined by the Elected Official, Commission Administrator or Department Head.

Employees are normally expected to be present during all other work hours unless special arrangements are made with the Elected Official, Commission Administrator or Department Head. Requesting compensatory time off or pay for work performed during unpaid meal periods will not be authorized.

5. Break time for Nursing Mothers

An employee who is nursing will be allowed reasonable break time as needed to express breast milk for her nursing child for one (1) year following the child's birth. The frequency and length of such breaks will depend on the needs of the mother, and will likely vary. To the extent that break time is needed in excess of the lunch and other breaks described above, such break time will be unpaid.

Break rooms which are free from intrusion from co-workers and the public, have been assigned for this purpose in the main Grand County building. If such breaks are needed in other locations, employees should consult with their Elected Official, Commission Administrator or Department Head and the Personnel Services Director to determine an appropriate location.

Exhibit B

X. Remote Work

1. **Purpose:**

   The purpose of this policy is to outline the requirements for remote work for Grand County Employees.

   Due to the nature of the business needs of Grand County, the County does not allow remote work with the exception of extraordinary, situational circumstances. The circumstantial requests shall be considered on a case-by-case basis.

   Remote work is neither a universal employee right nor a universal employee benefit. Remote work requests can be denied by the Department Head, Personnel Services Director or Commission Administrator at any time, for any reason.

2. Policy:

a. Department Heads may consider remote work arrangements for an employee. Formal approval by Personnel Services Director and Commission Administrator is required.
b. Remote work is not appropriate for all employees and jobs. The ability to meet the duties in the employee's job description must be considered.
c. In consideration of a remote work arrangement, Department Heads must assess Department needs, public service and the potential impact on other employees.
d. Remote work requests by or for Department Heads shall be submitted in writing within a reasonable amount of time, based on the circumstance(s).
e. Remote work requests shall include the following:
    i. Reason for the request, including the justification for the extraordinary circumstance(s).
    ii. A list or description of what the requestee will be working on.
    iii. Specific times that the requestee will be working must be during regular business hours unless expressly approved by the Department Head, Personnel Services Director, and Commission Administrator.
f. If a remote request is approved, it will be the duty of the employee to notify other staff.
g. The employee may be asked to keep a log of the work completed while working remotely.
h. The employee must be available during all working hours that were approved.
i. The employee must sign a remote work agreement. The agreement shall include acknowledgment of and compliance with employment-related rules, policies and procedures, compensable hours, acceptable use of IT resources, and compliance with all cyber security measures outlined by IT.

3. Eligibility:

a. Remote work requests shall only be considered for employees in good standing and not under any disciplinary action, coaching plan, or corrective action plan.
b. Employees with documented violations (s) of the Employee Code of Conduct in the past two years are not eligible.

4. Remote Work Equipment, Worksites and Security:

Grand County will determine what equipment, if any, to provide the employee to facilitate the remote arrangement. Any equipment that Grand County provides to the employee remains the property of the County and shall be maintained as such. Equipment is to be used for business purposes only.

A remote worker should designate a workspace in the off-site work area. This workspace should be maintained in a safe condition, free from hazards to people and equipment. The employee will immediately report any injury sustained while remotely immediately to their supervisor and Personnel Services Director.

Employees working remotely are responsible for the security of information, documents, and records in their possession or used during remote work. Restricted-access material should not be accessed or removed from the work site without the consent of the employee's supervisor.

5. Termination and Abuse:
A remote work agreement can be terminated by the employee's supervisor, Commission Administrator/ Assoc. Commission Administrator or Personnel Services Director at any time, for any reason.

Employees who intentionally violate the remote work agreement may be subject to disciplinary action up to and including termination.

This policy in no way alters the employment at-will relationship in any way, nor does the remote work agreement establish any employment contract between the employee and Grand County.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

10/4/2022

TITLE:	Approving the Demolition of the "Melich" house adjacent to the northwestern side of the County Courthouse.
FISCAL IMPACT:	38,000.00
PRESENTER(S):	Shawn Fugit

Prepared By:

Shawn Fugit
Facilities Supervisor
(435)259-1314
sfugit@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDED MOTION:

I move to award the bid to S&S Enterprises of Moab. in the amount of $38,000.00 and authorize the chair to sign all associated documents.

BACKGROUND

The house is currently not fit for any type of use, and would require substantial amounts of work and repairs. Such as a New roof, new wiring, plumbing and would need to meet ADA compliance standards. Which could end up costing the county a lot of money.

ATTACHMENT(S):

1. Melich House Demolition ICA
2. S&S Enterprises bid

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this -____ day of September 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 **S&S Enterprises,** a Utah limited liability company located at 4951 US-191, Moab, UT 84532 (the "Contractor").

WITNESSETH

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

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

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

   Demolition of the "Melich" house adjacent to the northwestern side of the County Courthouse and backfill the basement when finished. Parcel 01-0B18-0010 **40 N 100 E, Moab.**

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

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

   The project start date depends on scheduling, weather, and the cost/availability of construction materials. The project end date is before the end of the year December 31, 2022.

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

3. PROPERTY. Contractor shall perform the Services for the benefit of real property owned by the County located at **40 N 100 E Moab, Utah. 84532** (the "Property"). The County warrants and represents that it owns the Property.

4. TERM OF AGREEMENT. Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on or before December 31, 2022.

5. PAYMENT.

    a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: **$38,000.00** (the "Compensation"). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.

    b. Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics', laborers' and materialmen's liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.

6. NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If the County does not timely object hereunder, then the Services shall be deemed acceptable to the County.

7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

8. CONTRACTOR, DEFINED.

    a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums,

contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

d. This Section shall survive expiration or termination of this Agreement.

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

10. REPRESENTATIONS AND WARRANTIES.

a. Best Efforts.Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b. Service Warranty. Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the "Warranty Period"). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period.

Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

d. This Section shall survive expiration or termination of this Agreement.

11. INSURANCE.

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

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

ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease; and

iii. *Business Auto Liability Insurance* with coverage of not less than $1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as ***Exhibit B*** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement.

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

13. TERMINATION OF AGREEMENT.

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

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

    c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

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

complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons. This Section shall survive expiration or termination of this Agreement.

15. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.

16. ENTIRE AGREEMENT. This Agreement together with its exhibits and RFB and bid documents contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

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

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

19. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs

incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

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

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

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

23. UNDERSTANDING AND EFFECT OF AGREEMENT.

    a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.

    b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

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

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

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

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

IN WITNESS WHEREOF, 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: kelly Sheets
Title: Owner

Address:4951 S hwy 191
Phone: 435.260.8220
Fax:
Email: kellywsheets@yahoo.com

County's Assigned Project Manager

Name: Shawn Fugit
Title: Facilities Supervisor

Address:125 E. Center St.
Phone: (235) 259-1314
Fax: (435) 259-4139
Email: sfugit@grandcountyutah.net

Exhibit A
Scope of Work

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

Demolition of “Melich” house adjacent to the northwestern portion of the County Courthouse and backfill the basement when finished.

Import fill for backfill and compaction included/compaction testing will be cost plus 10%

Tipping fees and trucking are included in bid

Any permits needed to be obtained by others

Documented proof of the absence of asbestos to be provided by the county. Any remediation or testing will be addressed by county or a change order

EXHIBIT B
Certificates of Insurance

CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for _____ ("**Contractor**") and is authorized to grant, on Contractor's behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied or will supply laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the "**Construction Work**") to the real property described as follows:

Grand County Courthouse (collectively, the "**Property**").

3. Contractor, for all Construction Work, including but not limited to Improvements, each as defined by the Utah Preconstruction and Construction Lien Act at Utah Statute § 38-1A-101, *et seq*., supplied through the date of _____, shall, upon receipt of $_____ ("**Payment**"):

(a) release, relinquish, and waive any and all rights to and claims for a mechanics' lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Construction Work, any related Improvements, or the Property; and

(b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the "**Releasees**") from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Construction Work, any related Improvements, or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Construction Work and the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Construction Work and Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me this _____ day of _____, 20__, by _____ as _____ of _____.

Witness my hand and official seal.

_____

(SEAL) Notary Public

S&S ENTERPRISES OF MOAB, INC.
435-259-1517

Excavation/Grading/Underground Utilities/Pipeline & Oil Field
PO Box 1086 Moab Utah 84532

Proposal, House Demo/Grand County.
8/11/2022

Proposal to Demo house by the court house and backfill the basement when finished.	$	38,000.00

Import fill for backfill and compaction included/compaction testing will be cost plus 10%

Tipping fees and trucking are included in bid

Any permits needed to be obtained by others

Documented proof of the absence of asbestos to be provided by the county. Any remediation or testing will be addressed by county or a change order

Bid good for 60 days

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4, 2022

Agenda Item:

TITLE:	Approving Study of Rents and Fees at the Airport
FISCAL IMPACT:	$16,850
PRESENTER(S):	Christina Sloan, County Attorney

Prepared By:

Tara Collins
Assistant to
CNY Airport Director
tcollins@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the Study of Rents and Fees at the Airport, to be performed by Aviation Management Consulting Group, for $16,850 dollars.

BACKGROUND:

The Airport has not researched market rental rates for hangars and lots since 2015, and that endeavor was an informal polling done by the Airport Director. There are areas of the Airport, such as the skydive drop zone, that could be generating rent. The Airport needs a comprehensive rent study to analyze and illuminate the current market rates for hangar rent, terminal rent, lot rent (improved and unimproved land), parking fees, etc.

The Airport Board met in an open meeting on September 19, 2022, and after much discussion, voted to recommend that the County Commission approve the Rent Study. The Chair of the Board had searched for similar consulting firms to find a lower price tag, and found that the firm chosen by Armstrong Consultants was clearly the best choice. Additionally, County Attorney Christina Sloan is in favor of procuring the Rent Study, to aid in making upcoming adjustments to the County Fee Schedule.

This project will be managed by Armstrong Consultants, which through contract with Grand County, is the Airport's Engineer and Planner of record. This Study was not included in the 2022 Airport budget. Armstrong estimates the study will take 2-3 months.

Attachment:

1. Final Scope of Work for Rent Study

TASK ORDER R
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2022

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on December 17, 2019, between GRAND COUNTY, UTAH (Sponsor) and ARMSTRONG CONSULTANTS, INC., (Engineer) providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.
2. **WORK PROGRAM** - Attached

3. **FEES** - The fee will be as noted below. (Lump sum)

Rent Study: $16,850

SPONSOR:
GRAND COUNTY, UTAH

_____
Jacques Hadler, Commission Chair

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

_____
Dennis Corsi, President

Scope of Services

The consultant proposes to conduct a Rent Study to determine an estimated opinion of market rent for certain Airport land used for aeronautical and non-aeronautical purposes (including both improved and unimproved land) and a single vehicle parking area (Subject Properties).

Aeronautical Land

To derive an estimated opinion of market rent for aeronautical airport properties, the team will analyze rental rates on a comparative basis for similar land at comparable and competitive airports (and at national and regional airports) to derive a supported market based rental rate for each component of the Subject Properties. If fees are being charged in lieu of or in addition to rent, the consultant team will take that into account.

MARKETPLACE CONSIDERATIONS

General conditions, trends, and demographics in the market will be considered by the consultant (as appropriate).

OTHER CONSIDERATIONS

The consultant will assume that the highest and best use of the Subject Properties is aviation related (aeronautical use), that the Subject Properties will continue to be part of an operating airport, and that access to the infrastructure and amenities of the airport will be available.

Non-Aeronautical Land

To derive an estimated opinion of market rent for non-aeronautical airport properties, the consultant team will survey sales (and listings) in the local area. Each non-aeronautical property will be analyzed from a comparability standpoint considering such factors as location (access and exposure), zoning and use, size and configuration (of the property), topography, utilities, etc.

When airport property is leased, the property exhibits partial rights of ownership – as the lessor can generate income by charging rent. However, the lessor is not able to use the property. This is different than fee simple ownership wherein the property exhibits all (or the full bundle of) rights. Moreover, airport property is restricted to certain types of uses by 14 CFR Part 77 requirements and/or any additional limitations that may be imposed on or by the airport sponsor.

As such, to ascertain a supportable marked based rental rate for the non-aeronautical airport properties, depending on the situation and/or circumstances, it may be reasonable to adjust off-airport listings and/or sales and apply an appropriate rate of return to the adjusted value. Additionally, it may be reasonable to consider the cost of airport property and apply an appropriate rate of return to the cost. If fees are being charged in lieu of rent,

it would be reasonable and appropriate to consider that also.

Work Plan (Tasking)

To accomplish the scope of work for the Rent Study, the consultant team will complete the following work plan:

TASK 1: INFORMATION GATHERING

Relevant and pertinent information, data, and documentation on the community, market, Airport, aviation businesses, and non-commercial aeronautical entities located at the Airport will be compiled by Airport management. The consultant team will provide a written information request to Airport management to help facilitate this process.

TASK 2: COMPARABLE AND COMPETITIVE AIRPORT IDENTIFICATION

Develop a preliminary list of comparable and competitive airports (based on the existing infrastructure and activity indicators pertinent to the Airport) for review by Client.
The selection of comparable airports and the assimilation and analysis of data for similar properties (including, but not limited to, type, use, and attributes) at comparable airports is essential to the rent study process.

A number of variables will be considered when identifying and selecting comparable airports including, but not limited to, the following:

- Infrastructure (number, configuration, and capacity of runways and taxiways)
- Approaches (precision versus non-precision)
- Presence or absence of a control tower
- Number and type of aviation businesses (including the number of fuel providers)
- Amount of available land for aviation development (and related land use considerations)
- Type of market and number and type of airports in the market
- Activity levels (based aircraft, aircraft operations, and fuel volumes)

TASK 3: COMPARATIVE ANALYSIS

Collect, review, and analyze information, data, and documents from comparable, competitive, regional, and national airports using the consultant team's proprietary database, reference library, and/or directly from the airports identified in Task 2.

In order to derive an opinion of market rent for the non-aeronautical land, information and data from similar properties in the local area (used for non-aeronautical, off-airport purposes) will be analyzed. Once a base rental rate is ascertained for non-aeronautical land (with consideration given to lease structure – modified gross vs. triple net), specific conclusions will be derived for each land parcel based on adjustments for the following attributes (as applicable):

- Size
- Landside access
- Zoning
- Utilities

The consultant team will analyze off-airport, non-aeronautical land sales to determine a market rent opinion for the non-aeronautical use, on-airport properties. The consultant will derive the market rental rate for the Subject Properties (by component and use).

CONSIDERATION OF REGIONAL AND NATIONAL AIRPORT DATA

As a supplement to the comparable airport data, the rental rates being charged at airports within the subject FAA's Region as well as those being charged at airports located throughout the United States – as maintained within the consultant team's proprietary database – will be considered.

IDENTIFICATION AND SELECTION OF SIMILAR PROPERTIES (CRITERIA)

The consultant team will consider the following factors when identifying and selecting similar
properties at comparable airports, including, but not limited to, the following:

- Use (commercial versus non-commercial)
- Size (usable versus unusable)
- Location and access (landside and airside) to/from the Subject Properties, infrastructure, and utilities
- Lease terms and conditions
- Type, quality, condition, and functional utility or limitations of the Subject Properties (this includes, but is not necessarily limited to, any restrictions on the development of the land, the availability of utilities, and the ability of the land to support the aircraft that normally frequent the subject airport)

TASK 4: DRAFT DOCUMENT (FIRST)

The consultant team will prepare the first draft of the summary report (based on the comparative analysis) conveying the market rental rate for the Subject Properties (by component and use) and provide to Airport management for review.

DETERMINING MARKET RENTS

Based on an analysis of the data compiled, the consultant will derive a market based and supported rental rate for each component of the Subject Properties.

A written summary report will be provided as the final work product or deliverable. In addition, to conveying the consultant team's opinion of the market rental rate for the Subject Properties, the summary report will describe the data, reasoning, and analysis (and identify the approach utilized) to develop the consultant team's opinion.

Unless otherwise noted, market rental rates will be conveyed on a "per square foot per year" or "per unit per month" and a "triple net" basis. As part of rent study process, the consultant team will evaluate the market rental rates for reasonableness to ensure compliance with federal mandates.

TASK 5: REVIEW SESSION (FIRST)

The consultant team will conduct a review session (by telephone) with Airport management to review each draft summary report.

TASK 6: DRAFT DOCUMENT (SECOND AND FINAL)

The consultant team will finalize the summary report and provide the final reports.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

[DATE HERE]

Agenda Item:

TITLE:	Labyrinth Rims/Gemini Bridges TMA comment letter
FISCAL IMPACT:	none
PRESENTER(S):	Kevin Walker

Prepared By:

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the attached comment letter for the Labyrinth Rims/Gemini Bridges TMA draft environmental assessment.

BACKGROUND:

Grand County sent the BLM letters during earlier phases of the Labyrinth Rims/Gemini Bridges NEPA process. This letter is in response to the recently released draft environmental assessment. This is the final public comment period of this decision process.

ATTACHMENT(S):

- Draft EA comment letter
- May 18, 2021 letter from Grand County

GRAND COUNTY COMMISSION
Mary McGann (Chair) · Gabriel Woytek (Vice Chair)
Evan Clapper · Jacques Hadler · Trish Hedin
Sarah Stock · Kevin Walker

May 18, 2021

Nicollee Gaddis-Wyatt
82 East Dogwood
Moab, UT 84532

Dear Ms. Gaddis-Wyatt,

Here are Grand County's preliminary comments on the Labyrinth Rims/Gemini Bridges travel planning process.

Public lands in Grand County, and more specifically in the Labyrinth/Gemini Bridges area, offer a wide variety of recreational opportunities. We think the top priority for the future travel plan is to make sure that there is a fair allocation of recreational opportunities amongst various groups, even as use numbers increase.

We hope that in the future, hikers, bikers, jeepers, UTVers, river rafters and others will all have ample recreational opportunities in the Laby/GB area. This will not happen by accident. It will require a careful "zoning" approach by the BLM.

In particular, it is important to provide opportunities for quiet forms of recreation, out of earshot of motorized trails. We think the travel plan should ensure that a reasonable percentage of the planning area is more than one mile from a road or motorized trail.

The present road network is not the result of a careful planning process that kept recreational opportunities in mind. Rather, it is largely the result of historical accident, with the location of old seismic lines and mineral exploration routes from decades ago playing a dominant role in where motorized routes are located today. The current planning process is an opportunity for BLM to implement a more rational travel plan that will serve us well decades into the future.

Here are some principles we hope the BLM will keep in mind when constructing the future travel plan. We realize that in some cases these principles will conflict.

- We would like to see a wide variety of motorized recreation opportunities available in the future.

- Areas where quiet recreation is popular should be separated from (i.e. out of earshot of) motorized routes. This includes canyon bottoms, canyon rims, and the Green River corridor.

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- There are very few riparian areas in this semi-desert area, and we don't think it makes sense to place motorized routes in riparian areas.

- Habitat important to wildlife should be protected. This includes, specifically, bighorn sheep habitat.

- Areas with important archeological and cultural resources should be protected.

- The west side of Labyrinth Canyon is designated wilderness, and Grand County has endorsed wilderness for the east side in the past. We think the travel plan should be consistent with likely future wilderness designations in Labyrinth Canyon.

It is our understanding that with the current travel plan roughly 95% of the planning area is within half a mile of a motorized route and less than 1% is more than a mile from a motorized route. This does not seem balanced to us. We hope the new travel plan will result in 15% of the area more than a mile from a motorized route and 30% more than half a mile from a motorized route. We also request that each alternative be evaluated by this metric. In other words, for each alternative studied in detail the BLM should disclose what percentage of the planning area is more than 0.5, 1, or 2 miles from a motorized route. This will help the public and Grand County determine how well each alternative is doing in terms of a balanced allocation of recreational opportunities.

Grand County prides itself in offering a wide variety of public lands recreation opportunities. With careful travel planning, this wide variety can be preserved, despite rising use levels. At low use levels, hikers, bikers and jeepers can all use and enjoy the same trail. The users are not separated in space, but they are separated in time and rarely cross paths. At high use levels this sort of trail sharing no longer works and it becomes necessary to separate different types of use in space rather than time. In other words, it becomes necessary to "zone" the backcountry into non-motorized and motorized areas. If this is done carefully and fairly, then we can look forward to a future where Grand County continues to offer a wide variety of recreational opportunities.

Sincerely,

Mary McGann

Mary McGann
Chair, Grand County Commission

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September 29, 2022

Jacques Hadler
Grand County Commission Chair
125 E. Center St.
Moab, UT 84532

Chair Hadler,

We write today regarding the Bureau of Land Management (BLM) Moab Field Office's public review and comment period for Labyrinth Rims/Gemini Bridges Travel Management Area (TMA). Because amendments to this Travel Management Plan (TMP) inherently have effects on non-motorized recreation, we would like to recognize the support that the Grand County Commission has specifically given to non-motorized user groups during this process, including advocating for plan alternatives that consider non-motorized recreational user groups, including those that we represent such as cyclists, hikers, climbers & canyoneers, equestrians, and trail runners.

As you wrote in your December 7, 2021 letter to the BLM, user conflicts in this area are increasing proportionally to its visitation. Pragmatic, visionary planning is necessary to ensure multiple uses are viable and balanced in the years to come. What may have worked decades ago may no longer work today when accounting for increased overall use and a wider array of recreational pursuits. User conflicts have been reported between motorized and non-motorized users across this TMA, such as where singletrack mountain bike trails intersect with motorized routes. A reduction of motorized use to some of these areas can help to rebalance the parity of various user groups.

For the aforementioned reasons, the TrailMix Committee support the Commission's willingness to recognize and advocate for appropriate, multi-use planning in this area. We agree that it is Grand County's responsibility to ensure that a variety of recreational activities—motorized and non-motorized, quiet or not—have a place in this important area. Thank you for your efforts to address these issues.

Sincerely,



Colin Topper
TrailMix Committee Chair

GRAND COUNTY COMMISSION
Jacques Hadler (Chair) · Mary McGann (Vice Chair)
Evan Clapper · Trish Hedin · Josie Kovash
Sarah Stock · Kevin Walker

David Pals, Acting Field Office Manager
82 East Dogwood
Moab, UT 84532

Dear David,

Thank you for the opportunity to comment on BLM's draft environmental assessment for the Labyrinth Rims/Gemini Bridges travel planning process.

We have attached a copy of our scoping comments from May, 2021. Alternative B comes closest to meeting the goals we set forth in that letter, and we hope that the final decision resembles Alternative B with only minor variations.

Grand County prides itself in offering a wide variety of public lands recreation opportunities. With careful travel planning, this wide variety can be preserved, despite rising use levels. At low use levels, hikers, bikers and jeepers can all use and enjoy the same trail. The users are not separated in space, but they are separated in time and rarely cross paths. At high use levels this sort of trail sharing no longer works and it becomes necessary to separate different types of use in space rather than in time. In other words, it becomes necessary to establish separate areas for quiet and motorized recreation. If this is done in a careful and balanced way, then we can look forward to a future where Grand County continues to offer a wide variety of recreational opportunities.

What constitutes a balanced travel plan, from the recreational opportunity point of view? The best metric for assessing this is found in Table C.21. It shows the percentage of the planning area that is not close to a motorized route, using various buffer distances to delimit what is considered close. For example, in Alternatives A, C and D, between 91% and 97% of the planning area is less than half a mile from a motorized route, while for Alternative B 78% of the planning area is within half a mile of a motorized route. Thus Alternatives A, C and D do not seem at all balanced to us. Alternative B still heavily favors motorized recreation, but provides for a small but non-trivial percentage of the area (22%) to be out of earshot of a motorized road or trail.

In addition to the above general comments, we have a number of more specific comments:

- Alternative B would close the Gold Bar Rim Trail entirely. We think it would be more appropriate to limit this route to full-sized vehicles only. Full-sized vehicles are, on

average, much quieter than motorcycles or UTVs, so this limitation would help with noise in this high-conflict area, while still allowing some motorized use.

- Alternative B would close most (but not all) routes along the Green River and in the inner parts of Mineral, Hell Roaring, and Tenmile Canyons. We think this is appropriate. Within the planning area, these canyons are among the most important and popular for non-motorized recreation. While Alternative B leaves the large majority of the planning area very close to a road, we think it makes sense to set aside some areas, including these inner Labyrinth canyons, for quiet recreation.
- Riparian areas are rare in the desert, and we think roads and motorized trails should be kept out of riparian areas. In particular, we think Tenmile Canyon should be closed to motor vehicles.
- We urge the BLM to prioritize the protection of big horn sheep habitat in the planning area. In particular, we think BLM should take into account Section III.C (page 11) of the Utah Bighorn Sheep Statewide Management Plan.
- In addition to the options of closing a route entirely or leaving it open for all users, BLM also has the option of designating some routes as administrative-only. We think this designation should be used more widely, and in particular it should be used whenever the main purpose of a route is non-recreational (for example, access routes to stock tanks, SITLA sections, or drill pads).

Public lands recreation is a cornerstone of Grand County's economy and in its various forms a cherished part of living here for most Grand County residents. We appreciate the opportunity to comment as a cooperating agency and look forward to moving ahead with a forward-looking and balanced plan.

Sincerely,

Jacques Hadler
Chair, Grand County Commission

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4, 2022

TITLE:	Adopting Ordinance repealing and replacing Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 658
FISCAL IMPACT:	n/a
PRESENTER(S):	Mallory Nassau, Commission Administrator

Prepared By:

Mallory Nassau

FOR OFFICE USE ONLY:

Attorney Review:

Complete – 9/20/22 Workshop Scheduled

**Postponed at 9/20/22 meeting. Discussion and possible action on 10/4/22

SUGGESTED MOTION:

I move to repeal Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 658 and adopt new Chapter 8.16 (Special Events), as set forth in the attached Ordinance and its Exhibit A.

BACKGROUND:

The proposed Ordinance repealing and replacing Chapter 8.16 Ordinance No. 658 modifies the special event application process and policies related to review and approval. The Ordinance establishes a quarterly review schedule and process for special event Intent to Apply submissions. The Ordinance also integrates the proposed Special Event Coordinator's role processing applications and conducting post event evaluations. Lastly, the Ordinance modifies some of the application requirements and amends deadlines.

ATTACHMENT(S):

- Draft Ordinance
- Exhibit A
- Ordinance 658

GRAND COUNTY, UTAH
ORDINANCE NO. ___ (2022)

TO REPEAL ORDINANCE NO. 658 AND CHAPTER 8.16 (SPECIAL EVENTS) OF THE GRAND COUNTY GENERAL ORDINANCES AND ADOPT NEW CHAPTER 8.16 (SPECIAL EVENTS)

WHEREAS, Grand County recognizes the value of special events to the economy, tourism, and quality of life experienced in the community;

WHEREAS, Grand County has an important and compelling governmental interest in regulating the needs and impacts associated with special events in order to protect property, public health, safety, and welfare and provide for orderly crowd movement and traffic safety, personal privacy, noise and litter control;

WHEREAS, Grand County desires to establish reasonable and uniform time, place and manner regulations governing the permitting and operation of special events in order to establish clear rules and an efficient process for event sponsors and county administration;

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

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

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

WHEREAS, under such statutory authority as cited above and in exercise of its general powers, the County has the authority to issue special events permits and regulate the same, which authority includes the power to deny, revoke, or suspend such permits;

WHEREAS, the Grand County Commission enacted Ordinance No. 627 (2021) to license and regulate special events held in Grand County; adopt uniform procedures to promote and protect the rights of those organizing special events, those participating in them, and Grand County residents;

WHEREAS, the County repealed and replaced Ordinance No. 627 (2021) with Ordinance No. 637 (2021) to update Chapter 8.16 to restructure the Special Event Committee membership, and update COVID-19 guidelines;

WHEREAS, the County repealed and replaced Ordinance No. 637 (2021) with Ordinance No. 643 (2021) to update Chapter 8.16 to restructure to the modify the approval authority, review process and requirements, and update COVID-19 guidelines;

WHEREAS, the County repealed and replaced Ordinance No. 643 (2021) with Ordinance No. 658 (2022) to update Chapter 8.16 to remove COVID-19 guidelines and requirements;

WHEREAS, the County seeks to update Chapter 8.16 to incorporate additional definitions, modify Commission review procedures and requirements, adopt a Commission review schedule, update application deadlines, and integrate the role and responsibilities of a Special Event Coordinator;

WHEREAS, the County Commission held a public meeting on October 4, 2022 to consider this matter; and

WHEREAS, the Grand County Commission has determined that it is in the best interests of the citizens of Grand County to repeal and replace Chapter 8.16 and Ordinance No. 658.

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

1. Repeals Ordinance No. 658 and Chapter 8.16 (Special Events) of the Grand County General Ordinances; and

2. Adopts new Chapter 8.16 (Special Events) of the Grand County General Ordinances as set forth in ***Exhibit A***.

ADOPTED by the Commission in a public meeting on October 4, 2022 as follows:

Those voting aye:
Those voting nay:
Those absent:

Grand County Commission: **ATTEST:**

_____ _____

Jacques Hadler, Chair Gabriel Woytek, Clerk/Auditor

EXHIBIT A

Chapter 8.16 Special Events

Sections:

8.16.010 Purpose and Intent
8.16.020 Special Event Permits Required
8.16.030 Definitions
8.16.040 Exceptions
8.16.050 Special Events Advisory Committee
8.16.060 Review, Approval Authority, and Determination Considerations
8.16.070 Intent to Apply Requirements
8.16.080 Intent to Apply Review - High Impact Determination
8.16.090 Intent to Apply Review - Low Impact Determination
8.16.100 Application Requirements
8.16.110 Deadlines
8.16.120 Fees
8.16.130 Conditions
8.16.140 Post Event Evaluation
8.16.150 Grounds for Denial
8.16.160 Final Decisions; Appeals
8.16.170 Enforcement
8.16.180 Remedies and Penalties
8.16.190 Constitutional Right
8.16.200 Severability

8.16.010 Purpose and Intent

It is necessary for Grand County to regulate the assemblage of people on private and public land in the unincorporated County to protect the health, safety, and welfare of County inhabitants, and improve the morals, peace, good order, comfort, convenience, and aesthetics of the County, its present and future inhabitants, and local businesses. Toward these ends, the purpose of these Special Event regulations is to ensure that permitted Special Events in Grand County:

A. do not cause excessive noise, disruption or crowding;
B. provide economic benefit to the community;
C. offer varied event types for residents and visitors alike;
D. provide opportunities for local event organizers; and
E. minimize impacts on surrounding public lands.

8.16.020 Special Event Permit Required

No person, organization, business, firm or other entity may conduct, organize, establish, institute, operate or sponsor a Special Event in unincorporated Grand County without first obtaining a valid written Special Event Permit issued by Grand County. All Special Events which are located within or start or end in Grand County require a Special Event Permit even if the Permittee has obtained a special recreation

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permit, or similar, from the state or federal government.

8.16.030 Definitions

A. "Application Requirements" shall mean all requirements outlined in Section 8.16.070. If permission is given for the applicant to submit a complete application, this shall also mean all requirements outlined in Section 8.16.100.

B. "Characteristics" shall mean components of proposed special events that do not constitute approval or denial but serve as a tool for assessing alignment with Section 8.16.010.

C. "Cost Recovery Surcharge" shall mean a project specific fee to recover costs incurred by Grand County for event-related public safety, utilities, traffic control, and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges.

D. "Committee" or "SEAC" shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth below.

E. "Daily Total Attendance" shall mean and include all registrants,-spectators (including family or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.

F. "High Impact Events" shall mean Intent to Apply submissions with characteristics as per Section 8.16.050, that require review and approval by the County Commission.

G. "Intent to Apply" or "ITA" shall mean formal notice from an organization, entity, or individual requesting approval to proceed with the Special Event permit application.

H. "Low Impact Events" shall mean Intent to Apply submissions that may be reviewed by and approved or denied by the Special Event Advisory Committee as per Section 8.16.050.

I. "Permit Conditions" shall mean conditions for approval and issuance of a special event permit provided in Section 8.16.130.

J. "Permittee" shall mean the applicant for the Special Event who becomes the Permittee upon issuance of a Special Event permit by the County.

K. "Quarterly Review Meeting" shall mean an open and public meeting of the Grand County Commission to review Special Event ITAs for approval or denial to proceed with a complete application.

L. "Referral Agencies" shall mean Grand County Planning and Zoning, Roads,

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Building, and Economic Development Departments; Utah Department of Transportation; Utah Highway Patrol; Grand County Sheriff's Office; Moab City Police Department; Grand County Emergency Medical Services; Moab Valley and/or Thompson Fire Protection Districts; Southeast Utah Health Department; Utah Division of Alcoholic Beverage Control; City of Moab; Town of Castle Valley; San Juan County; federal and state agencies, including but not limited to land management agencies; and other agencies the County deems appropriate.

M. "Special Event" or "Event" shall mean a sporting, cultural, entertainment, commercial, competitive or similar gathering or activity that impacts the County, it's present or future inhabitants, or local businesses, whether for profit, non-profit or charitable purposes, whether open to the public or not, whether located on private or public land (including trails), occurring for a limited duration not to exceed thirty (30) consecutive days where any one of the following criteria applies:

i. Noise that exceeds permissible levels set forth in Title 11 of the Grand County General Ordinances (the "Noise Ordinance") may be used or created;
ii. Activities exceed the normal scope of the permitted use of the property;
iii. Public rights of way, including County roads and sidewalks, may be fully or partially closed; OR
iv. The County Commission determines that the proposed Event will result in identifiable impacts on County services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors.

By way of illustration but not limitation, Special Events include events where entrance/participant fees are charged or suggested; retail sales are conducted or vendors offer goods or services; trail rides which are regulated by a Special Recreation Permit issued by the state or federal government; races; concerts; or a public assembly, such as a parade, rally, or celebration.

Special Events do not include the exceptions set forth in Section 8.16.040 below.

K. "Special Event Coordinator" or "SE Coordinator" means a Grand County employee to which the Grand County Commission has delegated the processing of special event permits, including post event reviews.

L. "Special Event Permit" or "Permit" means a certificate or other written approval sought by an applicant for a Special Event as defined in this Chapter, granted by the Grand County Commission or its designee, the Clerk/Auditor. A Special Event permit shall authorize the Permittee to operate the Special Event and conduct business in Grand County during the duration of the Special Event dates approved by the County.

8.16.040 Exceptions

A Special Event shall not include:

A. Non-commercial, non-competitive family or youth events such as weddings,

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family reunions, dances, parties, or garage sales; or

B. Conferences, trainings, lectures or similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards.

8.16.050 Special Events Advisory Committee

A. Membership. The Grand County Commission hereby establishes a Special Events Advisory Committee comprised of the following persons or their designee:

Special Event Coordinator;
Commission Administrator;
Economic Development Director;
County Attorney;
Clerk/Auditor; and
One County Commissioner.

B. Duties and Obligations.

i. Subject to this Chapter 8.16 and the Governing Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter;
   a. conduct initial ITA reviews upon submission to determine the Impact Tier and Approval Authority based on the County's philosophy, as determined by a unanimous vote of the Committee
   b. refer High Impact Events to the Grand County Commission for approval or denial;
   c. review all complete Special Event applications;
   d. refer technical matters to the related Referral Agencies; and
   e. recommend approval or denial of each Special Event application, with or without conditions, to the Clerk/Auditor or County Commission.

Notwithstanding the above Duties and Obligations, the County Commission has the authority to review and approve or deny any Intent to Apply submission as well as complete applications.

8.16.060 Impact Characteristics and Approval Authority

The SEAC shall refer and the County Commission shall review and approve or deny ITA submissions where the proposed event:

A. Noise that exceeds permissible levels set forth in Title 11 of the Grand County General Ordinances (the "Noise Ordinance") may be used or created;
B. Activities exceed the normal scope of the permitted use of the property;

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C. Public rights of way, including County roads and sidewalks, may be fully or partially closed; OR

D. The SEAC determines that the proposed event will result in identifiable impacts to County services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors.

The ITA review findings do not constitute approval or denial of the Special Event. Similarly, initial approval of Special Event dates by the County does not constitute approval of the Special Event.

Proposed event applicants must receive ITA approval by the SEAC or Commission prior to submitting a permit application.

8.16.070 Intent to Apply Requirements

By the deadlines stated in Table 1 (Section 8.16.110), the applicant shall submit an Intent to Apply that shall include all of the following information (except as expressly set forth in this Section 8.16.070):

A. Intent to Apply Application;
B. Name, address, telephone number, and email address of Applicant and single point of contact for each day of proposed Special Event;
C. The proposed dates and times of operation of the proposed Special Event, including Event setup and Event takedown/cleanup;
D. Event type and narrative;
E. Anticipated elements such as road closures, residential impact (trail access, alcohol served; food services, vendor, types of live entertainment or recreation, sound systems, etc.;
F. Environmental impact mitigation plan;
G. Residential neighborhood impact mitigation plan;
H. Noise impact mitigation plan;
I. Description of the benefit(s) the proposed special event adds to the Community (optional but encouraged);
J. The proposed Event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
K. The name, address, telephone number, and email address of property owner(s) for each proposed Event location; and
L. Anticipated average Daily Total Attendance, broken down into the following categories:
    i. registrants;
    ii. spectators;
    iii. staff;
    iv. volunteers;
    v. vendors (number and type); and
    vi. any other participants.
M. List of initial vendors including name, contact, email, a list of products to

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vend, a copy of each vendor's sales tax account number issued by the State of Utah (or 501(c)(3) non-profit organization confirmation letter), and a copy of each vendor's business or temporary business license issued by Grand County;

8.16.080 Intent to Apply - High Impact Determination

A. If the SEAC finds that the ITA is high impact and that Commission review and approval is required, the SE Coordinator shall set the Special Event application for consideration by the Grand County Commission at their next Quarterly Review Meeting as set forth in Table 2.

B. At the Quarterly Meeting:

i. The SE Coordinator shall present the Intent to Apply application, and the Special Events Calendar for the month of the Proposed Special Event to the Grand County Commission;

ii. The Commission shall take into consideration which proposed Special Events provide the best overall benefit to the community based on the following factors:

a. Economic benefit to the community;
b. Variety;
c. Community well-being;
d. Minimal residential neighborhood impact (noise, traffic, amplified sound, crowds, etc.);
e. Community participation and benefit;
f. Locally originated and sponsored; and
g. Event track record (compatible and responsible).

iii.

iv. The Grand County Commission shall approve the Intent to Apply, deny the ITA by adopting Findings of Fact to support the denial, approve the ITA with conditions, or request additional information from the applicant.

D. If the Commission grants approval of the Intent to Apply, the SEAC shall process the application as set forth in Section 8.16.100 subject to conditions imposed by the Commission, unless the Commission reserved final approval authority to itself when approving the ITA

E. If the Commission conditions final approval on its review, the SE Coordinator shall forward the complete application to the Commission immediately upon receipt of a complete application; provided, however, that if the application is not complete by the deadlines set forth in Section 8.16.050, then it is automatically denied.

F. Upon review of a complete application, the Grand County Commission shall

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approve the application; deny it by adopting Findings of Fact to support the denial; approve with conditions including but not limited to those set forth in Section 8.16.130; or request additional information of the applicant, in which instance the Commission may grant a written extension to the deadlines set forth in Section 8.16.050.

G. The SE Coordinator shall be responsible for noticing the applicant of all decisions of the Grand County Commission.

8.16.090 Intent to Apply Review - Low Impact Determination

A. If the SEAC finds that the ITA is low impact and that the Committee may approve it, the SE Coordinator shall facilitate formal review for approval or denial. The SEAC shall formally approve or deny the Intent to Apply within 15 days.

B. If the SEAC approves the ITA, the Coordinator shall immediately notify the applicant with permission to submit a Special Event Application.

C. The applicant shall submit a complete Special Event Application within the time period stated in Table 1 (Section 8.16.050). An application shall be deemed complete upon submission of all items required by Section 8.16.070.

D. Upon an applicant's submission of a complete Special Events Application, the SE Coordinator shall immediately refer the application to the appropriate Referral Agencies for review. The Referral Agencies shall recommend approval or denial of the application, with or without conditions.

E. Upon recommendation by the Referral Agencies, the SE Coordinator shall immediately refer the application, with or without conditions, to the Committee for final review within the time period stated in Table 1 (Section 8.16.050), the SEAC shall approve, deny, approve with conditions, or request additional information from the applicant.

F. If the proposed Special Event is non-compliant with local, state or federal law or policy, the Committee shall deny the proposed Special Event and provide written findings of fact supporting the denial. If SEAC finds that other grounds for denial set forth in Section 8.16.140 apply, the SEAC may deny the proposed Special Event with written findings of fact supporting the denial.

G. The SE Coordinator shall be responsible for noticing the applicant of all decisions of the SEAC.

8.16.100 Application Requirements

By the deadline stated in Table 1 (Section 8.16.110), and upon the County's approval of the Intent to Apply application, the applicant shall submit a Special Event Application, which

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shall include all of the following information:

A. Special Event Application;
B. Application Fee;
C. Copy of Intent to Apply Application;
D. If Applicant is an entity, Statement of Authority, Corporate Bylaws, or Organizational Operating Agreement proving signatory authority to bind the applicant entity;
E. Applicant's sales tax account number, temp sales tax account number or 501(c)(3) non-profit organization confirmation letter;
F. Property owner(s) signature(s) authorizing the proposed Special Event on the property;
G. Schedule of activities for the proposed Special Event;
H. A Site Plan and a Detailed Course Map for each proposed Special Event location:
    i. An outline of the entire event venue, including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes;
    ii. Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, and trailers. If semi-permanent structures are to be included, applicant must supply specific information on how those structures will be anchored to the ground;
    iii. Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
    iv. Location, type, and provider of restroom facilities;
    v. Location of operator's headquarters at the gathering;
    vi. Location of all beer gardens and cooking areas;
    vii. The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
    viii. Parking areas and overflow parking areas;
    ix. Shuttle plan;
    x. Entrance and exits;
    xi. Vendor stations;
    xii. Fencing and appropriate gates;
    xiii. Security and parking personnel (if applicable);
    xiv. Generator locations and/or source of electricity; and
    xv. First aid and water stations.

M. Final Vendor List and all required documentation shall be submitted to the County at least 3 days before Special Event setup begins. No extensions and no exceptions shall be permitted. If a vendor is not included on the final Vendor List, or is otherwise denied by the County in writing, they are denied permission to vend at the Special Event.

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N. For vendors required to register with the Industrial Hemp or Cannabis division of the Utah Department of Agriculture and Food, a copy of the Hemp or Cannabis license for the precise Special Event Location is required;
O. For vendors selling food, a copy of vendor's SEUHD food permit;

N. Sanitation service commitments, including the following minimum mandatory requirements: daily recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan;
O. Certificate of insurance naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $2 million aggregate in effect for the duration of the proposed Special Event;
P. County Indemnification Agreement;
Q. Any pertinent information requested by the Referral Agencies concerning impacts generated by the event including traffic control, security, emergency medical services, etc.;
R. Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;
S. Additional Special Requirements, as applicable:
    i. If the proposed Special Event serves alcohol, Grand County Local Consent;
        a. Applicant's Utah Department of Alcoholic Beverages Services ("DABS") License shall be submitted to the County at least 3 days before the Special Event begins. No extensions and no exceptions shall be permitted. If the DABS license is not submitted by this deadline, Permittee shall not serve or sell alcohol at the Special Event;
    ii. If the proposed Special Event utilizes state or federal land or facilities, copies of required permits and approvals from said entities, including but not limited to special recreation permits;
    iii. If the proposed Special Event occurs in a public right of way (streets or sidewalks), a detailed plan identifying the anticipated route, street names, start/finish points, start/finish times, traffic control plans, traffic fixture locations, and anticipated street crossings;
    iv. If the proposed Special Event involves Utah Department of Transportation ("UDOT") managed rights of way, a copy of the UDOT permit; and
    v. If the Special Event is located at the Old Spanish Trail Arena or other County facility:
        a. Signed OSTA Agreement;
        b. A certificate of insurance naming Grand County as an Additional Insured showing alcohol liability insurance in the amount of $500,000.

8.16.110 Deadlines

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Intent to Apply and complete applications must be submitted no later than the deadlines described below and are based on the impact determination. If an applicant is uncertain which impact tier applies to their application, they should submit an ITA based on the earlier deadlines for a High Impact Event.

A. **High Impact Events** that require Commission approval shall adhere by the following deadlines:

i. Intent to Apply must be submitted at least 6 months but no more than 12 months prior to the proposed event date.

a. As per Section 8.16.080, ITAs will be reviewed quarterly by the Commission. The quarterly review schedule is provided below and summarized in Table 2.

1. **Quarter 1 Events:** January 1 - March 31
Intent to Apply Deadline - First Monday of July
Commission Review Date - Second Commission meeting in July
Complete Application 60 days in advance of the event

2. **Quarter 2 Events:** April 1 - June 30
Intent to Apply Deadline - First Monday of October
Commission Review Date - Second Commission meeting in October
Complete Application 60 days in advance of the event

3. **Quarter 3 Events:** July 1 - September 30
Intent to Apply Deadline - First Monday of January
Commission Review Date - Second Commission meeting in January
Complete Application 60 days in advance of the event

4. **Quarter 4 Events:** October 1 - December 31
Intent to Apply Deadline - First Monday of April
Commission Review Date - Second Commission meeting in April
Complete Application 60 days in advance of the event

ii. As a condition of ITA approval, the Commission may require that they conduct the final review and permit approval/denial.

iii. Complete Special Event application for High Impact Events must be submitted at least 60 days prior to the proposed event date.

B. **Low Impact Events** that may be approved by the SEAC shall adhere to the following deadlines:

i. Intent to Apply must be submitted at least 60 days prior to the proposed Special Event date. The relevant deadlines are provided in Table 1.

ii. Complete Special Event application for Low Impact Events must be submitted at least 30 days prior to the event date.

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TABLE 1. Deadlines

Event Impact Determination	ITA Submission Deadline	ITA Review Date	ITA Review & Approval/ Authority	Complete Application Deadline	Approval Authority
Low Impact (SEAC Review & Approval)	60 days prior to event	Within 15 days of submission	SEAC	At least 30 Days prior to event	SEAC
High Impact (Commission Review & Approval)	First Monday of the month	Second Commission Mtg of the Month based on the event quarter	County Commission	At least 60 days to the event	SEAC* Unless ITA approval condition of Commission approval

TABLE 2. Commission Quarterly Review Meeting Schedule

Event Quarter	For Events Held:	ITA Deadline	Meeting Review Date	Complete Application Deadline
Q1	January 1 – March 31	First Monday in July	Second Commission Mtg - July	60 days pre-event
Q2	April 1 - June 30	First Monday in October	Second Commission Mtg - July	60 days pre-event
Q3	July 1 - September 30	First Monday in January	Second Commission Mtg - January	60 days pre-event
Q4	October 1 – December 31	First Monday in April	Second Commission Mtg - April	60 days pre-event

8.16.120 Fees

A. Application Fees: Each Special Event Application shall be accompanied by a nonrefundable Application Fee, established by the Grand County Consolidated Fee Schedule (collectively "Application Fees"). The Application Fees shall be due regardless of the location of the Special Event and at the time of submission. Applications shall not be deemed complete until the applicable Application Fee has been paid. The payment of the Application Fees and/or the acceptance of fees by the County shall not constitute approval or otherwise be deemed to signify that the application is complete or appropriate in any manner.

B. Sheriff's Fees: Special Events shall be subject to any applicable Sheriff's Fees as established by the Grand County Consolidated Fee Schedule.

C. Cost Recovery Surcharge: In addition to the Application and Sheriff's Fees, Special Events shall be subject to a Cost Recovery Surcharge proportionate to impacts and costs generated by the Special Event. The Cost Recovery Surcharge shall reimburse the County for unbudgeted expenses including but not limited to excess public services, staff time, or the like. The Permittee shall pay the estimated Cost Recovery Surcharge at least thirty (30) days in advance of the Special Event, which Cost Recovery Surcharge may be increased within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.

D. Financial Security: The County Commission or Committee may require an applicant to post a cash deposit with the County Clerk/Auditor for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against fees, damages, cleanup, or loss of public property.

8.16.130 Conditions

The County Commission or the Committee may impose conditions on the Special Event Permit to achieve the Purposes and Intent set forth in Section 8.16.010, either in the Special Event application or at the time of approval of the Special Event. The Permittee shall submit proof of compliance with the conditions within the time period set forth in Section 8.16.140. Conditions may include, but are not limited to:

A. Security requirements;
B. Additional liability insurance if deemed necessary by the Budget Officer or County Attorney;
C. Damage deposit or surety bond to guarantee the obligations hereunder;
D. Cost Recovery Surcharge;
E. Additional indemnification and/or liability waivers;
F. Limits upon days or hours of operation, number of participants, size and type of lighting, acreage and location, audio or visual equipment, or noise;
G. Requirements for emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
H. Additional parking and/or traffic control; and
I. Recycling, waste removal and sanitation.

8.16.140 Post Event Evaluation

A. Within the time period set forth in Section 8.16.140, the Permittee shall submit the County's Post Event Survey with the following information:
    i. Total fees charged, including entrance/participant fees, booth/vendor or other vendor fees, or any other fee generated by the event;
    ii. Actual Daily Total Attendance per day, broken down in the following categories:
        a. registrants;

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b. Spectators;
c. staff;
d. Volunteers;
e. vendors (number and type); and
f. any other participants.

B. Upon receipt of the Post Event Survey, the SE Coordinator shall conduct a Post Event Evaluation of each Special Event and compliance with Application requirements and Permit conditions. The SE Coordinator shall present the results of the Evaluation to the SEAC for discussion and action.

C. If the SEAC determines that Permittee did not comply with any material Application requirement or Permit condition, the SEAC shall issue a Notice of Failure to Comply to the Permittee. If the SEAC determines that Permittee did not comply with any non-material Application requirement or Permit condition, the SEAC shall issue a Post Event Report with Improvement Plan to the Permittee. As used herein, a "material requirement or condition" shall mean any requirement or condition related to the health and safety of Event Attendees, the County, or County inhabitants.

D. The County's failure to so conduct a Post Event Evaluation or issue a Notice or Report does not constitute a finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

8.16.150 Grounds for Denial

Hosting a special event in Grand County is a privilege. Thus, the County may deny an application for a Special Events upon written Final Decision with Findings of Fact, including but not limited to the following:

A. The County determines that other Special Events planned for the same dates provide greater overall benefit to the community;
B. Applicant submits incorrect, incomplete, or false information, including an inaccurate or incomplete estimate of the Daily Total Attendance;
C. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morals, or may result in an unreasonable inconvenience or cost to the public, which determination may be supported by community complaints received in advance or after the Special Event;
D. The zoning of the proposed Special Event site does not permit the use contemplated by the applicant;
E. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
F. Impacts associated with the proposed Special Event cannot be mitigated;

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G. Applicant does not meet the deadlines and timelines required herein;
H. Permittee fails to comply with the prior year's Application requirements or Permit Conditions, as determined by a Notice of Failure to Comply or Post Event Report;
I. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; or
J. Executive or Public Health orders preclude the Event as per the order's provisions.

8.16.160 Final Decisions; Appeals

In the event of denial under this Chapter 8.16, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Chapter 8.1.16 of the Grand County General Ordinances, as amended.

8.16.170 Enforcement

The County or its designee may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Events Permittee shall provide access to all areas of the Special Event the County deems necessary and provide the number of access credentials requested.

8.16.180 Remedies and Penalties

In the event a Permittee or Special Event is violating local, state, or federal law or conditions of approval, the County shall have the following remedies:

A. Cancel or stop the Special Event and/or revoke the Special Event Permit;
B. Seek an injunction in the Moab District Court;
C. Issue Civil Fines pursuant to the Grand County Consolidated Fee Schedule, this Chapter, and Title 1 of the Grand County General Ordinances;
D. Issue criminal citations. Any person, firm, entity, or corporation found violating this Chapter or the conditions of approval shall be guilty of a Class C misdemeanor;
E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years; or
F. Request a state or federal land management agency cancel or suspend Permittee's special recreation permit for violations of local law.

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GRAND COUNTY, UTAH
ORDINANCE NO. 658 (2022)

TO REPEAL ORDINANCE NO. 643 AND CHAPTER 8.16 (SPECIAL EVENTS) OF THE GRAND COUNTY GENERAL ORDINANCES AND ADOPT NEW CHAPTER 8.16 (SPECIAL EVENTS)

WHEREAS, Grand County recognizes the value of special events to the economy, tourism, and quality of life experienced in the community;

WHEREAS, Grand County has an important and compelling governmental interest in regulating the needs and impacts associated with special events in order to protect property, public health, safety, and welfare and provide for orderly crowd movement and traffic safety, personal privacy, noise and litter control;

WHEREAS, Grand County desires to establish reasonable and uniform time, place and manner regulations governing the permitting and operation of special events in order to establish clear rules and an efficient process for event sponsors and county administration;

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

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

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

WHEREAS, under such statutory authority as cited above and in exercise of its general powers, the County has the authority to issue special events permits and regulate the same, which authority includes the power to deny, revoke, or suspend such permits;

WHEREAS, the previously named Grand County Council enacted Ordinance No. 627 (2021) to license and regulate special events held in Grand County; adopt uniform procedures to promote

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and protect the rights of those organizing special events, those participating in them, and Grand County residents;

WHEREAS, the County repealed and replaced Ordinance No. 627 (2021) with Ordinance No. 637 (2021) to update Chapter 8.16 to restructure the Special Event Committee membership, and update COVID-19 guidelines;

WHEREAS, the County repealed and replaced Ordinance No. 637 (2021) with Ordinance No. 643 (2021) to update Chapter 8.16 to restructure to the modify the approval authority, review process and requirements, and update COVID-19 guidelines;

WHEREAS, the County seeks to update Chapter 8.16 to remove COVID-19 guidelines and requirements;

WHEREAS, the County Commission held a public meeting on April 19, 2022 to consider this matter; and

WHEREAS, the Grand County Commission has determined that it is in the best interests of the citizens of Grand County to repeal and replace Chapter 8.16 and Ordinance No. 643.

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

1. Repeals Ordinance No. 643 and Chapter 8.16 (Special Events) of the Grand County General Ordinances; and

2. Adopts new Chapter 8.16 (Special Events) of the Grand County General Ordinances as set forth in ***Exhibit A***.

ADOPTED by the Commission in a public meeting on April 15, 2022 as follows:

Those voting aye: Hadler, Hedin, Kovash, McGann, Stock, Walker
Those voting nay:
Those absent: Clapper

Grand County Commission:

4/20/2022

Jacques Hadler, Chair

ATTEST:

Gabriel Woytek 4/21/2022

Gabriel Woytek, Clerk/Auditor

EXHIBIT A

Chapter 8.16 Special Events

Sections:

8.16.010 Purpose and Intent
8.16.020 Severability
8.16.030 Definitions
8.16.040 Permits Required
8.16.050 Exceptions
8.16.060 Sales Tax
8.16.070 Special Events Advisory Committee
8.16.080 County Commission
8.16.090 Application Requirements
8.16.100 Fees
8.16.110 Application Review Procedure
8.16.120 Conditions
8.16.130 Grounds for Denial
8.16.140 Enforcement
8.16.150 Remedies and Penalties
8.16.160 Post Event Evaluation
8.16.170 Constitutional Right

8.16.010 Purpose and Intent

It is the purpose of Grand County to regulate assemblage of people requiring mitigation of impacts to the health, safety, peace, comfort and welfare of all persons in Grand County, residents and visitors alike.

8.16.020 Severability

If a provision, clause, sentence, or paragraph of this chapter or application thereof to any person or circumstances shall be ruled invalid, such ruling shall not affect the other provisions or applications of this chapter, and to this end the provisions of this chapter are severable.

If any provision of this Chapter conflicts with any state or county executive or public health order or other temporary regulation, the latter shall govern.

8.16.030 Definitions

A. "Cost Recovery Surcharge" shall mean a project specific fee to recover costs incurred by Grand County for event-related public safety, utilities, traffic control, and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges.

B. “Committee” shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth in Section 8.16.070.

C. “Daily Total Attendance” shall mean and include all registrants,-spectators (including family of or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.

D. “Permittee” shall mean the applicant for the Special Event, as hereinafter defined, becomes the Permittee when the Special Event permit is signed by the Clerk/Auditor, as defined in Section 8.16.100, County Commission as defined in Section 8.16.080, or other designee of the County.

E. “Processing Department” shall mean the Economic Development Department (“ED”) for events in the county or Old Spanish Trail Arena (“OSTA”) for events at the facility.

F. “Referral Agencies” shall mean Grand County Planning and Zoning, Roads, Building, and Economic Development Departments; Utah Department of Transportation; Utah Highway Patrol; Grand County Sheriff’s Office; Moab City Police Department; Grand County Emergency Medical Services; Moab Valley or Thompson Fire Protection Districts; Southeast Utah Health Department; Utah Division of Alcoholic Beverage Control; City of Moab; Town of Castle Valley; San Juan County; federal and state land management agencies; and other agencies the Committee deems appropriate.

G. “Special Event” shall mean a sporting, cultural, entertainment, commercial, or similar gathering or activity, whether for profit or nonprofit, whether open to the public or not, whether located on private or public land (including trails), occurring for a limited duration not to exceed thirty (30) consecutive days; and:

i. Where Daily Total Attendance may exceed one hundred persons;
ii. Noise that is prohibited by Title 11 of the Grand County General Ordinances may be used or created (the “Noise Ordinance”);
iii. The County Commission determines that the proposed event will result in identifiable impacts to county services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors; or,
iv. Any event available to the public that requires the full or partial closure of a public right of way or use of public property.

By way of illustration but not limitation, Special Events include events where entrance fees are charged, retail sales are conducted, or vendors offer goods or services; races; concerts; dances; exhibitions; lectures; or a public assembly, such as a parade, rally, or celebration, whether open to the public or not. Special Event shall not include non-commercial family or youth events held in a County facility.

H. “Special Event Permit” or “Permit” means a certificate or other written approval sought

by an applicant for an event as defined in this chapter, granted through the Grand County Commission or its designee, the Clerk/Auditor.

8.16.040 Permits Required

Unless otherwise provided herein, no person, entity, organization, business, firm or other establishment may conduct, organize, establish, institute, operate or sponsor a Special Event in unincorporated Grand County without first obtaining a valid written Special Event Permit issued by Grand County.

In addition, all Special Events shall operate under a valid Grand County business license, or temporary business license, pursuant to Title 5 of the Grand County General Ordinances, as amended.

8.16.050 Exceptions

Weddings, family reunions, neighborhood block parties, garage sales, conferences, and similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards shall not require a Special Event Permit.

8.16.060 Sales Tax

With the exception of religious and charitable entities, all vendors participating in Special Events are required to obtain a Sales Tax Account Number from the Utah Tax Commission prior to application to the Special Events Committee. Religious and charitable entities shall submit proof of 501(c)3 entity status to the Grand County Clerk no less than thirty (30) prior to the Special Event.

Each Special Event Permitee is responsible for ensuring compliance with Utah State Tax Commission requirements. By way of illustration, but not limitation, admission fees, entrance fees, participation fees, tangible goods, merchandise, and prepared food are taxable sales sourced to the county and/or municipality in which the Special Event starts regardless of the location of the business entity or end location.

8.16.070 Special Events Advisory Committee

8.16.070.1 Membership. The County Commission hereby establishes a Special Events Advisory Committee comprised of the following persons or their designee:

Commission Administrator or Associate Administrator;
Economic Development Director;
Old Spanish Trail Arena Director;
County Attorney;
Clerk/Auditor;
One County Commissioner.

8.16.070.2 Duties and Obligations. Subject to Section 8.16.080 and the Governing

Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter; review all applications; refer technical matters to the related Referral Agencies; and recommend application approval or denial, with or without conditions, to the Clerk/Auditor or County Commission.

8.16.070.3 Review Guidelines. The County Commission shall adopt Policies and Procedures to govern the Committee's review of special events applications, which Policies and Procedures shall require the Committee to determine whether the special event's economic, entertainment or recreational benefit to the County and its residents outweighs the impact to the County and its residents.

8.16.080 County Commission

The County Commission has the authority to review, approve, or deny any application of interest to the Commission. The Committee shall refer the final approval of complete applications, as reviewed by the Committee, to the County Commission for additional review and final approval where the proposed Special Event:

A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;
C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
E. Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.).

8.16.080.1 Pre-Authorization Approval List. The Commission may approve a pre-authorization list granting the Clerk/Auditor approval authority for applications otherwise require County Commission review under Section 8.16.080(D). In approving the pre-authorization list, the County Commission may consider the follow criteria:

A. Event type;
B. If the event is recurring;
C. If the event and/or applicant are in good standing with the County;
D. If the event is locally sponsored; and
E. If the event is intended to be cultural, community/family, educational or historical.

The Committee may refer any other applications to the County Commission in its sole discretion.

8.16.090 Application Requirements

All applicants shall provide the following information:

A. Special Events Application and Compliance Fee;
B. Copy of Applicant's Business License;
C. Copy of State of Utah Special Event Temporary Sales Tax License;
D. Name, address, telephone number, and email address of Applicant and single point of contact for each day of Special Event;
E. The proposed dates and times of operation of the Special Event;
F. Description of Special Event, including description of all the anticipated elements such as signage, listing types of merchandise, types of food being prepared/sold, alcohol sales, types of live entertainment, sound systems, temporary power, amusement rides, inflatable devices, and/or fireworks;
G. The proposed event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
H. The name, address, telephone number, and email address of property owner(s);
I. Property owner(s) signature(s) authorizing the Special Event on the property;
J. Anticipated number of total event attendance and average Daily Total Attendance:
    i. registrants;
    ii. spectators;
    iii. staff;
    iv. volunteers;
    v. vendors (number and type); and
    vi. any other participants;
K. A Site Plan/ Detailed Course Map for each event location:
    i. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes;
    ii. Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, and trailers. If semi-permanent structures are to be included, applicant must supply specific information on how those structures will be anchored to the ground;
    iii. Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
    iv. Location, type, and provider of restroom facilities;
    v. Location of operator's headquarters at the gathering;
    vi. Location of all beer gardens and cooking areas;
    vii. The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
    viii. Parking areas and overflow parking areas;
    ix. Shuttle plan;
    x. Entrance and exits;
    xi. Vendor stations;
    xii. Fencing and appropriate gates;

xiii. Security and parking personnel (if applicable);

xiv. Generator locations and/or source of electricity; and

xv. First aid and water stations.

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

M. Proof of insurance coverage naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $2 million aggregate unless a lesser amount is approved in writing by the Commission Administrator or County Attorney;

N. County Indemnification Agreement;

O. Applicant's sales tax account number;

P. Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event;

Q. Any pertinent information requested by staff concerning impacts generated by the event including traffic control, security, emergency medical services, or other similar information;

R. Pertinent coordination information such as required permits and approvals from the Referral Agencies;

S. Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;

T. If the special event occurs in the public right of way, a detailed plan identifying the anticipated route, street names, start/finish points, start/finish times, traffic control plans, traffic fixture locations, and anticipated street crossings; and

U. If the special event involves Utah Department of Transportation ("UDOT") managed rights of way, a copy of the UDOT permit.

8.16.100 Fees

A. Application Fee: Each application shall be accompanied by the nonrefundable Application Fee established by the Grand County Consolidated Fee Schedule. The Application Fee shall be due regardless of location of the Special Event. The Application Fee is due and payable upon submission of an application. Applications shall not be deemed complete until the Application Fee has been paid. The payment of the Application Fee and/or the acceptance of fees by the County shall not constitute approval or otherwise be deemed to signify that the application is complete or appropriate in any manner.

B. Compliance Fee: Special Events shall be subject to a Compliance Fee which reimburses the County for its costs to ensure compliance with the requirements of this Chapter and the Special Events Permit in the amounts established by the Grand County Consolidated Fee Schedule. Where an event is held in a County Facility, the Permittee shall pay the fees charged by the County for use of the facility or the Compliance Fee, whichever is greater. The Permittee shall pay the Compliance Fee at least thirty (30) days in advance of the Special Event.

C. Sheriff’s Fees: Special Events shall be subject to any applicable Sheriff’s

Fees as established by the Grand County Consolidated Fee Schedule.

D. Cost Recovery Surcharge: In addition to the Application and Compliance Fees, Special Events shall be subject to a Cost Recovery Surcharge proportionate to impacts and costs generated by the Special Event. The Cost Recovery Surcharge shall reimburse the County for unbudgeted expenses including but not limited to excess public services, staff time, or the like. The Permittee shall pay the estimated Cost Recovery Surcharge at least thirty (30) days in advance of the Special Event, which Cost Recovery Surcharge may be increased within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.

E. Financial Security: The County Commission or Committee may require an applicant to post a cash deposit or other security with the County Clerk/Auditor for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against fees, damages, cleanup, or loss of public property.

8.16.110 Application Review Procedure

A. Intent to Apply:
   i. Applicants must submit an Intent to Apply to the appropriate Processing Department for approval of the dates desired for the Special Events. The Intent to Apply shall include a description of the event, proposed location, number of attendees, and event dates. Upon request of the Intent to Apply, the Processing Department shall approve the dates or work with the applicant to arrange alternative dates. Approval of dates by shall not constitute approval of the proposed Special Event and shall not be deemed a Special Event Permit.

B. Initial Special Event Advisory Committee Review:
   i. The Committee shall conduct an initial review of the Intent to Apply to determine if the proposed event is in compliance with local, state and federal laws as well as County Ordinances and Resolutions. The Committee shall all identify the approval authority as defined in Section 8.16.080. The Committee may identify additional conditions, requirements and/or request additional information. The Committee shall provide, in writing, through the Processing Department, approval to proceed with the application. If the event is non-compliant with local, state or federal, and/or County Ordinances or Resolutions, the Committee shall provide, in writing, through the Processing Department findings of fact regarding the denial.

C. Application Submission:
   i. Upon written approval to proceed with the application submission, the Processing Department shall work with the applicant to submit a complete Special Event Permit Application.

D. Referral Agency Review:

i. When the Processing Department confirms the application is complete, the application shall be reviewed by the Referral Agencies.

ii. Referral Agencies shall provide agency-specific approval or denial, with or without conditions within five (5) business days. The Processing Department may proceed to The Committee review without all Referral Agencies approval or denial after five (5) business days.

E. Special Event Advisory Committee Application Review:

i. The Processing Department shall send the complete application to The Committee following the Referral Agency review.

ii. The Committee shall review the application and make a formal recommendation to the Clerk/Auditor or Commission to approve or deny the application, with or without conditions.

iii. The Processing Department shall submit a permit with conditions for approval to the Clerk/Auditor or Commission for the necessary signature.

iv. Upon signing of the permit, the Processing Department shall notify the applicant of approval or denial, with or without conditions, in writing to the applicant. The Processing Department shall send both the applicant and Referral Agencies a copy of the signed permit.

F. Submission Deadlines:

i. The Intent to Apply shall be submitted to the Processing Department a minimum of one hundred and twenty (120) days in advance of the proposed Special Event. This deadline may be waived at the discretion of the Committee if a complete application is received, minimal impacts are anticipated, additional services or emergency response is not necessary or otherwise expected for the event, requested dates are available, and available staff time is adequate to fully process the application. The Committee may also require additional time if questions or concerns arise.

The Committee shall review the application for consistency and compliance with this Chapter and County law, including the Grand County land use zone and the General Ordinances. As necessary, the Committee may request additional information from the applicant and shall refer review of the application to the Referral Agencies as necessary.

G. The Committee shall provide a written recommendation for approval or denial (with or without conditions) to the Clerk/Auditor or Commission at least forty-five (45) days before the proposed Special Event.

H. A Special Events Permit authorized by this section shall be valid for the dates specified therein, subject to Section 8.16.120 below.

8.16.120 Conditions

The County Commission, the Clerk/Auditor, or the OSTA Director may impose conditions on the Special Events Permit to protect the health, safety, peace, comfort and welfare of Grand County residents and visitors. Conditions may include, but are not limited to:

A. security requirements;
B. Grand County Local Consent with approval conditional upon receiving DABC permit for alcohol;
C. liability insurance and/or additional insurance coverage,
D. damage deposit or surety bonds;
E. cost recovery surcharge;
F. additional indemnification and/or liability waivers;
G. limits upon days or hours operation, number of participants, size and type of lighting, acreage and location, audio or visual equipment, or noise;
H. provision of emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
I. additional parking and/or traffic control;
J. waste removal and sanitation; and
K. other similar requirements to promote public health, safety, peace, comfort and welfare of Grand County residents and visitors.

The Permittee shall provide proof that all conditions are met at least thirty (30) days before the Special Event or the Special Events Permit shall be void and of no further force or effect.

8.16.130 Grounds for Denial

A special event is a privilege. Thus, the Committee, or the County Commission may deny an application for a Special Events upon written Final Decision explaining the reasons for the denial, including but are not limited to:

A. Applicant submits incorrect, incomplete, or false information;
B. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morals, or may result in an unreasonable inconvenience or cost to the public;
C. The zoning of the proposed event site does not permit the use contemplated by the applicant;
D. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
E. Impacts associated with the proposed Special Event cannot be mitigated;
F. Applicant does not meet the deadlines and timelines required herein;
G. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season;

H. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or
I. Executive or Public Health orders preclude the Event as per the order's provisions.

In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Chapter 1.16 of the Grand County General Ordinances, as amended.

8.16.140 Enforcement

The County or its designee may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Events Permittee shall provide access to all areas of the Special Event the County deems necessary and provide the number of access credentials requested.

8.16.150 Remedies and Penalties

In the event a Permittee or Special Event is violating local, state, or federal law or conditions of approval, the County shall have the following remedies:

A. Cancel or stop the Special Event and/or revoke the Special Event Permit;
B. Seek an injunction in the Moab District Court;
C. Issue Civil Fines pursuant to the Grand County Consolidated Fee Schedule, this Chapter, and Title 1 of the Grand County General Ordinances;
D. Issue criminal citations. Any person, firm, entity, or corporation found violating this chapter or the conditions of approval shall be guilty of a Class C misdemeanor; or
E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years.

8.16.160 Post Event Evaluation

The Committee shall conduct a Post Event Evaluation of each Special Event and may issue an After-Action Report/Improvement Plan, as deemed necessary; provided, however, that the Committee's failure to so conduct a Post Event Evaluation or issue an After-Action Report/Improvement Plan does not constitute a finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

8.16.170 Constitutional Right

Grand County recognizes and supports the public's right to assembly and free speech and this Chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint or message. To the extent the terms herein are ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of speech shall prevail.

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING OCTOBER 4, 2022	
TITLE:	Rescission of Resolution No. 3245 (2020), ATV Special Event Moratorium
FISCAL IMPACT:	N/A
PRESENTER(S):	Mallory Nassau, County Commission Administrator

Prepared By:

Mallory Nassau

FOR OFFICE USE ONLY:

Attorney Review:

Complete
September 28, 2022

RECOMMENDED MOTION:

I move to rescind and void Grand County Resolution No. 3245 (2020), which shall be of no further force or effect.

BACKGROUND

Upon passage of the Special Event Ordinance overhaul on October 4, 2022, the ATV Special Event Moratorium is ready to be terminated.

ATTACHMENT(S):

1. Grand County Resolution No. 3245 (2020)

GRAND COUNTY, UTAH
COUNTY RESOLUTION NO. 3245 (2020)
CITY OF MOAB, UTAH
CITY RESOLUTION NO. 41-2020

TO FORMALLY INITIATE PROCEEDINGS TO AMEND THE GRAND COUNTY LAND USE CODE AND THE MOAB MUNICIPAL CODE TO AMEND THOSE RELEVANT PORTIONS PERMITTING VEHICLE SALES, RENTALS, OR LEASING, COMMERCIAL OUTDOOR RECREATIONAL USES, AND OUTFITTER, GUIDE SERVICES AND FACILITIES
AND
TO IMPOSE A TEMPORARY MORATORIUM ON ISSUING NEW BUSINESS LICENSES FOR THE SALE, RENTAL, OR LEASING OF ALL-TERRAIN VEHICLES (ATVS), COMMERCIAL OUTDOOR RECREATIONAL USES INVOLVING AN ATV, AND ATV OUTFITTING, GUIDING, AND TOURING
AND
TO IMPOSE A TEMPORARY MORATORIUM ON ISSUING NEW SPECIAL EVENTS PERMITS FOR ALL-TERRAIN VEHICLE VENDORS, ASSOCIATIONS, AND GROUPS

WHEREAS, Utah Code § 41-6a-1509 permits the operation of street-legal all-terrain vehicles on County roads and City streets (subject to certain requirements);

WHEREAS, Chapter 9a of Title 10 and Chapter 27a of Title 17 of the Utah Code authorizes the City of Moab and Grand County to enact ordinances, resolutions, and rules and to enter into other forms of land use controls and development agreements that the County and City consider necessary or appropriate for the use and development of land within the County and City of Moab, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing: uses; density; open spaces; structures; buildings; energy-efficiency; light and air; air quality; transportation and public or alternative transportation; infrastructure; street and building orientation and width requirements; public facilities; fundamental fairness in land use regulation; and considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections;

WHEREAS, Chapter 9a of Title 10 and Chapter 27a of Title 17 of the Utah Code requires the City of Moab and Grand County to provide for the health, safety, and welfare of its residents; improve the peace and good order, comfort, convenience, and aesthetics of the County and City; protect the tax base; foster the state's agricultural and other industries; promote the orderly development of urban and nonurban development; provide fundamental fairness in land use regulation; and facilitate orderly growth and allow growth in a variety of housing types;

WHEREAS, the previously named Grand County Council ("County Council") adopted the Grand County General Plan Update on February 7, 2012 with Resolution No. 2976 and adopted the Grand County Land Use Code ("LUC") on January 4, 1999 with Ordinance No. 299, as

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amended, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Moab City Council ("City Council") adopted the City of Moab General Plan Update on July 11, 2017 with Resolution No. 28 (2017) and adopted the General Ordinances of Moab, Utah in 1958, as amended ("City Code");

WHEREAS, from time to time, the County and City adopt ordinances to modify the LUC and City Code to further the purposes of the respective Land Use, Development, and Management Acts and align the same with changing community conditions and state law;

WHEREAS, while the County and City General Plans acknowledge the important contribution of tourism to the local economy, it also states that business development shall be ecologically responsible, fit the community and the needs and preferences of the residents, and be designed to avoid damaging natural amenities and resources. The General Plans also prioritizes a balance between economic sectors and recreational users to enhance the local recreational, scenic, and cultural amenities to attract and accommodate visitors;

WHEREAS, specifically, the County General Plan states a preference development that does not degrade the natural quiet of the surrounding landscape; and, specifically, the City General Plan seeks in Goal 7: Aural Environment: "to reduce noise levels so residents can peacefully enjoy their property and provide a pleasant environment for businesses and visitors;"

WHEREAS, the LUC permits vehicle sales, rental, or leasing facilities and outfitter, guide services and facilities in Sections 3.1, 3.4.9H, and 3.4.9K, and the City Code permits "vehicle sales and rentals," "outdoor recreational uses, commercial," and "recreational tour companies, outfitters and guide services" in Sections 17.21.20(A)(18), 17.24.20(A)(26), 17.27.20(A)(38), 17.31.20(A)(13) and (14), and 17.32.20(A)(4)(h);

WHEREAS, as provided in Utah Code §§ 10-1-203 and 17-53-216, the City and County adopted ordinances which provide for the licensing of businesses within their jurisdictions for the purpose of regulation and includes the power to deny, revoke, or suspend such licenses, as codified in Chapter 5 of the City Code and Chapter 5.04 of the Grand County Codified Ordinances;

WHEREAS, under similar authority and in exercise of their general police powers, the City and County have the authority to issue special events permits and regulate the same, which authority includes the power to deny, revoke, or suspend such permits, as codified in Chapter 8.16 of the Grand County Codified Ordinances and Chapter 4.11 of the City Code;

WHEREAS, there has been a recent increase in business license applications in the County and City for sales, rentals, and licensing of All-Terrain Vehicles and related guide services that serve non-residents ("ATV rentals and tours");

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WHEREAS, the rapid growth of ATV rentals and tours in the County and City has resulted in a sharp increase in noise impacts to the residents of the County and City during all hours of the day and night;

WHEREAS, numerous studies have found: noise pollution increases anxiety, depression, high blood pressure, heart disease, and stroke; small increases in unwanted ambient sound have significant health effects; and noise aggravates health conditions by inducing higher levels of stress;[1]

WHEREAS, at least one additional study has found that people living in areas with more road traffic noise were 25 percent more likely than those living in quieter neighborhoods to have symptoms of depression;[2]

WHEREAS, studies have shown that continuous noise in excess of 30 dB disturbs sleep, which is well documented to be a prerequisite for good physiologic and mental functioning in healthy individuals,[3] and the U.S. Environmental Protection Agency sound guidance for the protection of human health and welfare in rural areas is 55 dB;[4]

WHEREAS, during operation on streets and roads, most All-Terrain Vehicles in the state of Utah (not built to California noise standards) produce decibel levels louder than 70 dBA and often between 85 and 100 dBA;[5]

WHEREAS, the County adopted a Noise Ordinance in 2019 via Ordinance No. 602 that acknowledges this science and defines noise as "any Sound that is unwanted and causes or tends to cause an adverse psychological or physiological effect on human beings." However, the County's Noise Ordinance has been ineffective at reducing the impact of ATV noise because measuring the noise emitted by a moving vehicle on roads and highways is impractical given surrounding ambient noise and equipment limitations;

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[1] Floud, *Medication use in relation to noise from aircraft and road traffic in six European countries: results of the HYENA study*, https://pubmed.ncbi.nlm.nih.gov/21084328/; Schmidt, *Effect of nighttime aircraft noise exposure on endothelial function and stress hormone release in healthy adults* https://academic.oup.com/eurheartj/article/34/45/3508/435199; Hahad, *Annoyance to Different Noise Sources is Associated With Atrial Fibrillation,* https://www.internationaljournalofcardiology.com/article/S0167-5273(17)37174-7/fulltext;

[2] Orban, R*esidential Road Traffic Noise and High Depressive Symptoms after Five Years of Follow-up: Results from the Heinz Nixdorf Recall Study*, https://ehp.niehs.nih.gov/doi/10.1289/ehp.1409400

[3] Jariwala, *Noise Pollution and Human Health: A Review,* https://www.researchgate.net/publication/319329633_Noise_Pollution_Human_Health_A_Review

[4] Harrison, *Rock Creek Enduro Sound Tests,* Eldorado National Forest, USDA Forest Service Special Report, May 1994.

[5] Horse Farms Forever, *ATV Engine Noise - the Sound of Science,* https://www.horsefarmsforever.com/lets-have-a-sound-test/; Rowley, *Are ATVs A Noisy Nuisance Or A Right?,* https://shawangunkjournal.com/2014/03/27/news/1403273.html

WHEREAS, the Moab valley is narrow and surrounded by sandstone cliffs which cause noise generated by ATV rentals and tours to reverberate valley-wide, which increases the impact of ATV rentals and tours on residents and visitors;

WHEREAS, several popular ATV trails are accessed through residential neighborhoods in the City and County, including the vast trail systems located in the Sand Flats Recreation Area and those accessed via Kane Creek Boulevard, Spanish Valley Drive, Spanish Trail Road, Westwater Drive, and Murphy Lane, which increases the impact of ATV rentals and tours on residents and visitors;

WHEREAS, market conditions and the boom in ATV rentals and tours have impacted other recreational user groups and associated economic activity, including mountain biking, hiking, rafting, and climbing, which economic sectors thrive in natural quiet;

WHEREAS, in the Fall of 2020, the City and County received a historical number of public comments objecting to noise impacts from ATV rentals and tours (and related special events), which public comments are included in the record for the joint meeting of the City and County on October 20, 2020;

WHEREAS, Utah Code §§ 10-9a-509 and 17-27a-508 permit the City and County to deny approval of a land use application submitted within an 180-day period after initiation of formal proceedings to amend applicable land use regulations;

WHEREAS, under Utah law, the City and County may exercise powers and perform functions that are reasonably related to the safety, health, morals, and welfare of its inhabitants; and

WHEREAS, for the reasons articulated above and under the authority set forth herein, the Grand County Commission and the Moab City Council find that compelling, countervailing public interests justify the temporary prohibition of new business licenses for sale, rental, or leasing of All-Terrain Vehicles and ATV outfitting, guiding, and touring, and new special events permits for the assemblage of vendors, enthusiasts, or users of All-Terrain Vehicles, including associations, groups, and individuals; until such time that either body ends the prohibition;

NOW, THEREFORE BE IT RESOLVED that the Grand County Commission and Moab City Council do hereby:

1. Formally initiate proceedings to amend the Grand County Land Use Code and the Moab Municipal Code to amend those relevant portions permitting All-Terrain Vehicle sales, rentals, or leasing and outfitter, guide services and facilities, including LUC Sections 3.1, 3.4.9H, and 3.4.9K and City Code Sections 17.21.20, 17.24.20, 17.27.20, 17.31.20, and 17.32.20; and

2. Impose a temporary moratorium on the issuance of new business licenses for the Sale, Rental, or Leasing of All-Terrain Vehicles and ATV Outfitting, Guiding, and Touring, until such time that either body ends the prohibition; and

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3. Impose a moratorium on the issuance of new special events permits for the assemblage of vendors, enthusiasts, or users of All-Terrain Vehicles, including associations, groups, and individuals, until such time that either body ends the prohibition;

4. Definitions. As used herein:

A. "All-Terrain Vehicles (ATVs or ATV)" shall mean all-terrain Type I, II, and III vehicles as defined under Utah Code §§ 41-6a-102 and 41-22-2;

B. "Outfitting, Guiding, and Touring" shall mean accompanying customers and guests in an ATV, and/or outfitting a customer or guest with an ATV, whether driving the vehicle or not, whether or not monetary compensation is exchanged; and

C. "Sale, Rental, and Leasing" shall include the business use of All-Terrain Vehicles for customers, guests, or vendors or any other commercial activity involving an All-Terrain Vehicles whether or not monetary compensation is exchanged.

D. "Special Events" and "Special Events Permits" shall have the same meaning as set forth in Chapter 8.16 of the Grand County Codified Ordinances and Chapter 4.11 of the City Code.

APPROVED by the Grand County Commission and the Moab City Council in a joint public meeting on October 20, 2020 by the following vote:

GRAND COUNTY COMMISSION:

Those voting aye: Clapper, Woytek, Halliday, McGann, Hawks

Those voting nay: Wells _____

Those absent: Paxman (present/recused) _____

ATTEST:

Mary McGann

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

MOAB CITY COUNCIL:

*Those voting aye: Jones, Derasary, Guzman-Newton, Duncan_*

*Those voting nay: Knuteson-Boyd*_____

*Those absent:*_____

ATTEST:

_____ _____

Emily Niehaus, Mayor Sommar Johnson, Clerk/Recorder

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AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING	
TITLE:	Amending the Approval of the 2022 Fallen Peace Officers Event
FISCAL IMPACT:	
PRESENTER(S):	Angie Book The Old Spanish Trail Arena Director

Prepared By:

Angie Book
OSTA Director
(435) 259-1311
abook@grandcountyutah.net

Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the 2022 Fallen Peace Officers Event originally scheduled on April 22nd - 23rd to the new date of November 10th – 12th.

BACKGROUND:

- Memorial Trail Ride at The Fallen Peace Officers Trail with a Memorial Ceremony at The Old Spanish Trail Arena
- November 11th – 12th, 2022
- 250 Participants, 50 Spectators, 15 Staff
- The Fallen Peace Officers Trail & The Old Spanish Trail Arena

ATTACHMENT(S):

- Special Event Application
- Schedule of Event



Angela Book <abook@grandcountyutah.net>

Online Form Submittal: OSTA Special Event Permit Application

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

Fri, Aug 26, 2022 at 3:21 PM

OSTA Special Event Permit Application

SPECIAL EVENT APPLICATION FOR OSTA EVENTS

APPLICANT INFORMATION

GRAND COUNTY, UTAH ORDINANCE 658 Special Events	Ordinance NO. 658 (2022)
I have read and understand the Grand County, Utah Ordinance 658	Yes
Statement of Authority	/DocumentCenter/View/12788/STATEMENT-OF-AUTHORITY
OSTA Security / Compliance Officer	Yes
Today's Date	8/26/2022
First Name	Del
Last Name	Schlosser
Application Type	Renewal Application
Applying 180 business days prior to the first day of the event?	yes
Applicant Name:	Del Schlosser
Business or Organization:	Utah Peace Officers Association
Mailing Address:	5671 South Redwood Road #19
City	Taylorsville
State	Utah
Zip	84123
Email Address:	dschlosser@thefallenride.org
Phone:	801-313-0760

Cell:	435-0590-6921
Event Web Address:	thefallenride.org
Contact on-Call During the Event:	Del Schlosser
Contact's Cell Phone:	435-590-6921
Contact's Email:	dschlosser@thefallenride.org
Alternative on-Call:	Brody Young
Alternative on-Call Cell Phone:	801-386-2355
Alternative on-Call Email:	brodyyoung@utah.gov

EVENT DETAILS

Event Name:	Fallen Peace Officer Trail Ride
Specific Description of Event:	Off Highway trail ride to raise monies for fallen officers
Preparation Begins	11/10/2022 6:00 PM
Event Start Date & Time	11/11/2022 1:00 PM
Event End Date & Time	11/12/2022 6:00 PM
Clean-up Completed	11/12/2022 9:00 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Pavilion and parking lots

Security /Cleaning Deposits

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

Concession	None
Managers/Food Handlers Permit	*Field not completed.*
Concessionaires Insurance	*Field not completed.*
Property Owner Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit
Event Location & Property Description:	3641 S Hwy 191, Moab and also the fallen Peace Officer Trail north of Moab
Trails or Surrounding Land Use:	Fallen Peace Officer Trail

Weather/Cancellation Policy:	No refunds
Ticket Sales:	TBD

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

Number of Event Staff & Volunteers	15
Maximum Number of Participants	100
Number of Spectators	0
Number of Event Staff & Volunteers	15
Maximum Number of Participants	250
Number of Spectators	50
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0
Maximum Number of Participants	0
Number of Spectators	0
Number of Event Staff & Volunteers	0

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

CHECK YES OR NO FOR EACH

1. Event date verified with OSTA?	Yes ✓
2. Will you be serving alcohol?	No
3. Public street/road or parking lot closure?	No
4. Mechandise Sales/Vendors Requiring Sales Tax Collection?	Yes
5. Onsite Food Service Vendors Requiring Sales Tax Collection?	No
6. Security or Escort required?	No
7. Race, Parade or Pedestrian/Bicycle event?	No
8. Emergency Management Services required?	No
9. Additional needs-portable	Yes

Double check - NOT Needed.

toilets, waste collection, & recycling?	
10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers?	Yes Stage
11. Approval/permits from other entities? (see section 10 below for more details)	Yes
12. Is Grand County listed as an Additional Insured on Certificate of Insurance?	Yes
13. Is power required	Yes
14. Is water required	No
15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc)	Yes Qty's
16. Will you require compacting of arena dirt (floor)	No
17. Hiring of OSTA Staff for cleaning during/after event	No
18. Any Special Deliveries	No
19. Will you have live entertainment (bands, DJ's, shows, animal events, etc)	No
20. Will your event require any Tractor time, or implement use	No
21. Will your event require use of stalls/pens for overnight use.	No
22. Will your event offer overnight camping options.	No
23. If renting Ballfields - Will you require lighting	No
24. Will you require any rail/pen removal	No

If you answered yes to any of the above questions, please supply more information

below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.

Field not completed.

1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

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

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

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

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

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

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

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

3. ESCORT OR SECURITY:

Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office

will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.

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

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

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

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

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

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

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

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

EMS Department (435) 259-1301

Indicate One	Other Emergency Medical Provider
Agreement (Yes or No)	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*

Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
Name of Staff/Volunteer	*Field not completed.*
Contact Phone	*Field not completed.*
Contact Email	*Field not completed.*
If you have additional Staff/Volunteers upload the information here.	*Field not completed.*
CPR Certifications can be uploaded here or as described below.	*Field not completed.*

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

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

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

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

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.
Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.

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

Stage Height ?

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

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

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

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

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

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

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

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

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

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

Beer Garden
Include location on the site/sketch plan.

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

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

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

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

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

501(c)3

Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document	UPOA Foundation Determination Letter (1).pdf

RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

A. Merchandise Vendors:

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

Vendors

Vendors name and location on the site/sketch plan.

Number of Merchandise Vendors:	0
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

B. Food Vendors:

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

Food Vendor

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

Additional Insurance requirements for using OSTA concession	*Field not completed.*
Attach Insurance	*Field not completed.*
Number of Food Vendors*:	*Field not completed.*
Temporary Food Service Permit Application	https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application
1. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
2. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
3. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
4. Name of Company/Vendor, Contact Name	*Field not completed.*
Sales Tax Number	*Field not completed.*
Phone	*Field not completed.*
If you have more than four vendors please attach additional information.	*Field not completed.*

8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:

If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.

Number & Type of Motor Vehicles to be used (if any):	10

Number of Walkers/Foot Racers:	0
Number of Bicyclists	0
Description of staging/pre-event gathering and finish areas and event route:	Staging at the Fallen Peace Officer Trail Head

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

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

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

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

Sanitation Service Providers Name	Zunich Bros
Phone	435-259-8777
Email	zunbros@aol.com
Attach Sanitation Contract if applicable.	*Field not completed.*

Garbage:
Daily garbage pick-up.

Please describe your detailed clean up plan during and after the event:	We will have our own trash cans and will transport our trash out.
Attach Garbage Contract	*Field not completed.*

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

Please describe in detail your recycling plan:	We will have our own recycling cans and will transport them out to the proper location.
Attach Recycling Contract if applicable.	*Field not completed.*

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

10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):

Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.

Permits from other entities, if applicable. Please check all that apply:	City of Moab: (435) 259-5121; www.MoabCity.org, BLM: (435) 259-2100; www.blm.gov
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*
Permit from other entity	*Field not completed.*

11. Proof of Insurance

A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than $1 million per occurrence and $2 million aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.

Grand County 125 East Center Street Moab Utah 84532

Upload copy of Certificate of Insurance	0142_001.pdf
Indemnification & Liability Agreement Affidavit	https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit
Indemnification and Liability Agreement	*Field not completed.*

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

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

CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:

REQUIRED ATTACHMENTS / TASKS: The following supporting materials are required:	*Field not completed.*
Site Plan and/or Detailed Course Map	Site Plan and/or Detailed Course Map (See Below for Details)
OSTA Site Map	/DocumentCenter/View/11370/OSTA-Site-Plan
Site Plan and/or Detailed	*Field not completed.*

Course Map	
Other Related Documents	*Field not completed.*
2022 Fee Schedule 3.06.140	/DocumentCenter/View/12007/OSTA-Fee-Schedule

GROUND FOR DENIAL

8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Chapter 1.16 of the Grand County General Ordinances, as amended.

APPLICANT CERTIFICATION

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

Applicant Certification	By checking this box and typing my name below, I am electronically signing my application.
First Name	Del Schlosser
Middle Initial	*Field not completed.*
Last Name	Schlosser
Date	8/26/2022

OSTA Contact Information:

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

Email not displaying correctly? View it in your browser.

Schedule of event

11/10 – Packet Stuffing

11/11 – Set up & Family Ride @ Fallen Peace Officer Trail (Private Event)

11/12 – Ceremony @ OSTA 7AM- Noon

11/12 – Trail Ride @ Fallen Peace Officer Trail 11:00AM – 4:00PM

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING	
TITLE:	Letter of Cooperation and Commitment on the Safe Streets for All Grant
FISCAL IMPACT:	20% match from Grand County and Moab City
PRESENTER(S):	

Prepared By:
QH

Attorney Review:

Complete or N/A

SUGGESTED MOTION: (Use "**Suggested Motion**" not "**Recommendation**")

I move to ratify the Chair's signature on the Letter of Cooperation and Commitment on the Safe Streets for All Grant

BACKGROUND:

General

- Chair signature on Letter of Cooperation and Commitment on the Safe Streets for All Grant

- Moab City and Grand County contribute to meet the 20% match requirement

ATTACHMENT(S):

DocuSign Envelope ID: 6F73EFBA-543D-46B7-9A15-17B82ABA34F4

Letter of Cooperation and Commitment on the Safe Streets for All Grant

Joint Application for Project Implementation Funding

Grand County, Utah

City of Moab, Utah

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 an effective plan of action which - by covering 39 square miles - demonstrates that it is 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

Date: 9/9/2022

Joette Langianese

Mayor, City of Moab

Date: 9/12/2022

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING	
TITLE:	Extending a State of Local Emergency Due to Severe Rain and Flash Flooding
FISCAL IMPACT:	N/A
PRESENTER(S):	Chris Baird, Grand County Strategic Development Director

Prepared By:

Attorney Review:

Not Required

SUGGESTED MOTION:

I move to approve Emergency Order 2022-02 extending the state of local emergency due to severe rain and flash floods to February 1, 2023

BACKGROUND:

General

- This is Grand County backing up Moab City with an extension of the local state of emergence from flash flooding
- It's possible that by extending the state of emergency at some point other funding to assist in clean-up efforts may become available

ATTACHMENT(S):

Emergency Declaration 2022-2

EMERGENCY ORDER 2022-02

EXTENDING A STATE OF LOCAL EMERGENCY DUE TO SEVERE RAIN AND FLASH FLOODING

WHEREAS, on August 20, 2022, severe rainstorms occurred in the La Sal Mountains, Grand County, and in the City of Moab, Utah;

WHEREAS, on August 21, 2022, the Grand County Commission Chair declared a state of emergency for 30 days;

WHEREAS, early reports indicate that these rainstorms created a 100-year flood event that caused flash flooding through the Pack Creek and Mill Creek drainages with massive quantities of debris, mud, and water;

WHEREAS, debris and flooding created impassable conditions on many roadways while also damaging, homes, private property, public roads, walk paths, public use areas, and infrastructure throughout the City of Moab and Grand County;

WHEREAS, homeowners, public officials, and public works crews have taken measures to mitigate and prevent further damage by procuring and distributing sandbags, closing roads, and surveying affected areas to enact other emergency preventative measures;

WHEREAS, these conditions have the potential to worsen, and immediate attention is needed to ensure the safety, health, and welfare of the citizens of the City of Moab and Grand County;

WHEREAS, Utah Code § 53-2a-205 authorizes the Chief Executive Officer to declare a local emergency, which Utah Code § 53-2a-203(5) defines as "a condition in any municipality or County… which requires that emergency assistance be provided by the affected municipality or County…to save lives and protect property within its jurisdiction in response to a disaster, or to avoid or reduce the threat of a disaster;" and

WHEREAS, the aforesaid rainstorms and flooding in the City of Moab and Grand County constitute a "State of Local Emergency" within the intent of the Disaster Response and Recovery Act found in Title 53, Chapter 2a of the Utah Code Annotated 1953, as amended, and therefore necessitate that the Chair of the Grand County Commission proclaim the existence of a local emergency.

WHEREAS, Utah Code § 53-2a-208 (6)(b)(ii) states "The legislative body of a municipality or county may by majority vote extend a state of emergency for a time period stated in the motion".

NOW, THEREFORE it is declared that:

1. Nature of the Local Emergency: A local emergency exists for Grand County, Utah due to the flooding and related impacts that resulted from the storm event on August 20, 2022, the impacts of which threaten and affect the entire City of Moab and outlying unincorporated areas.

2. Emergency Powers and Operations: Grand County's emergency powers and operations are hereby invoked and County personnel and resources are ordered and authorized to perform all functions authorized by federal, state, and local law to address this local emergency, including but not limited to those actions authorized under Utah Code § 53-2a-205.

3. Assistance: Grand County is authorized to request all assistance available with respect to this local emergency from all federal, state, and local sources, and is authorized to participate in or enter into any mutual aid agreements.

4. Term: This declaration is effective immediately and will remain in effect until February 1, 2023 unless terminated or extended pursuant to Utah Code § 53-2a-208.

5. Dissemination: This declaration will be: (a) filed with the Clerk of Grand County pursuant to Utah Code § 53-2a-209; (b) posted to Grand County's website, the Utah Public Notice website, and applicable County social media accounts as determined by the Commission Administrator, and (c) delivered to the City of Moab and the State of Utah.

PASSED by the Grand County Commission in open session this 4th day of October, 2022 by the following vote:

Those voting aye: _____
Those voting nay: _____
Those absent: _____

_____
Jacques Hadler, Commission Chair – Grand County

ATTEST:

_____
Gabriel Woytek, Clerk/Auditor – Grand County

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
SEPT. 20, 2022

TITLE:	Grand County Children's Justice Center Utah Attorney General Office VidaNyx annual contract 2022
FISCAL IMPACT:	
PRESENTER(S):	Brooke DeGraw, Director Children's Justice Center

Prepared By:

FOR OFFICE USE ONLY:
Attorney Review:

RECOMMENDED MOTION:
I move to approve the Grand County Children's Justice Center Utah Attorney General Office VidaNyx annual contract 2022.

BACKGROUND

VidaNyx is the Grand County Children's Justice Center's cloud-based digital video evidence management system for forensic interview recordings.

ATTACHMENT(S):
1. UAGO VidaNyx contract 2022

ATTACHMENT B: SCOPE OF WORK FOR CHILDREN'S JUSTICE CENTER

CONTRACTOR and the Attorney General's Office (AGO) agree that state law defines the requirements and purposes of a Children's Justice Center as follows, pursuant to 67-5-b-102(3):

(3) The attorney general and each center shall fulfill the statewide purpose of each center by:
(a) minimizing the time and duplication of effort required to investigate, prosecute, and initiate treatment for the abused child in the state;
(b) facilitating the investigation of the alleged offense against the abused child;
(c) conducting interviews of abused children and their families in a professional manner;
(d) obtaining reliable and admissible information which can be used effectively in criminal and child protection proceedings in the state;
(e) coordinating and tracking:
(i) the use of limited medical and psychiatric services;
(ii) investigation of the alleged offense;
(iii) preparation of prosecution;
(iv) treatment of the abused child and family; and
(v) education and training of persons who provide services to the abused child and its family in the state;
(f) expediting the processing of the case through the courts in the state;
(g) protecting the interest of the abused child and the community in the state;
(h) reducing trauma to the abused child in the state;
(i) enhancing the community understanding of sexual abuse of children, physical abuse of children, and other crimes in the state involving children where the child is a primary victim or a critical witness, such as in drug-related child endangerment cases;
(j) providing as many services as possible that are required for the thorough and effective investigation of child abuse cases; and
(k) enhancing the community understanding of criminal offenses committed against or in the presence of children.

To fulfill the requirements and purposes of a CJC, CONTRACTOR agrees to comply with the following conditions:

1. **Child Focused Setting. The CJC shall:**
    a. Maintain a child friendly facility that is designed to make child/youth feel comfortable and at ease and that meets all applicable state and local codes;
    b. Provide suitable interview rooms and waiting area for the child and family; provide sufficient and suitable staff to interact with the child and family, answer questions, to provide immediate crisis intervention; to ensure privacy when discussing cases with parent, staff, children, etc;
    c. Facilitate and coordinate child's and family's journey through criminal and juvenile systems;
    d. Ensure child and family are treated with respect and dignity.

2. **Forensic Interviews. The CJC shall:**
    a. Respond as quickly as possible to requests for interviews from law enforcement (LE) or the Division of Child Family Services (DCFS)/Child Protective Services (CPS);
    b. Schedule interviews and coordinate them with LE, DCFS/CPS and family;
    c. Record interviews and provide the original recordings to the interviewing entity and a copy to DCFS/CPS or law enforcement; provide transcripts upon request of LE or prosecutors, subject to limitations based on staff capacity; monitor recordings and transcripts to ensure quality and accuracy;
    d. Ensure optimal performance of all recording equipment and advise interviewers that CJC staff may need to periodically monitor interview to ensure audio and visual quality;
    e. Be responsible for ensuring the quality and professionalism of the interviewer if the CJC hires its own forensic interviewer;
    f. Refrain from mandating the use of a particular interviewing protocol as a condition of using the CJC, but can suggest or recommend a particular protocol be used by an interviewer (LE or DCFS/CPS);

g. Relay any concerns of CJC staff regarding interviews or techniques used by any particular interviewer/investigator to the interviewer's supervisor with the suggestion that the supervisor review the interview; concerns may also be brought to the attention of the prosecutor's office.

3. **Referrals to Medical Exams, Mental Health Treatment, and Other Services. The CJC shall:**
   a. Make referrals for forensic medical exam to qualified provider;
   b. If CJC has medical program in center, schedule appointments and coordinate with LE, DCFS/CPS and family; maintain quality medical program;
   c. Provide referral and resource information on available community services, victims' rights, Crime Victims Reparations, etc. to child and family; coordinate treatment referrals with DCFS/CPS upon request by DCFS/CPS;
   d. Facilitate referrals to prosecutor/other victim advocate as needed for court preparation;
   e. Answer phone calls or other requests from parents of abused children (or others concerned about an abused child) for referral and resource information (may include treatment referrals which may need to be coordinated with DCFS/CPS, explanation of the general investigative process, general prosecution process, referral to a victim advocate, referrals for crisis counseling for family and child, information on CJCs and what they do, etc.);
   f. Refrain from recommending any one specific treatment provider over another, although CJC staff may identify the types of treatment offered by providers.

4. **Multidisciplinary Team (MDT) Meetings. The CJC shall:**
   a. Maintain multidisciplinary team (MDT) that includes LE, DCFS/CPS, prosecutor, medical provider, mental health provider, victim advocate, CJC representative, and other necessary professionals;
   b. Coordinate and facilitate MDT meetings on new and pending cases at regularly scheduled intervals;
   c. Document when MDT meetings are held, agencies attending, cases discussed; note if case continued for further discussion or follow-up, disposition of case in court (juvenile or criminal);
   d. Obtain input from LE, DCFS/CPS and prosecutors, child protection assistant attorneys general and other team members as to their needs;
   e. Facilitate the sharing of information among MDT members as needed;

5. **Case Management System (CMS). The CJC shall:**
   a. Maintain and update AG CMS promptly and accurately on a regular basis, at least weekly, and provide quarterly reports to CJC Program. Data must be entered by the 20th day of the month following the close of each quarter to ensure accuracy of the quarterly statistical reports;
   b. Document number of cases opened, number of interviews done at center, number of transcripts requested and number of transcripts provided;
   c. Track and document if criminal charges are filed or not filed; if filed, document the case outcome; enter the info into the CJC Program CMS;
   d. Track trainings and categories of persons trained;
   e. Restrict notations maintained in the CMS. Other than documentation of staff activity, such as notations regarding date and outcome of appropriate family follow-up, CJC employees are prohibited from maintaining case notes, summaries of discussions, and opinions or notes of substance of discussions, as CJCs are not record keepers who would then be subject to GRAMA or subpoena.

6. **Training and Community Education: The CJC shall:**
   a. Facilitate and/or coordinate training opportunities on interviewing children for local law enforcement (LE) and the Division of Child and Family Services (DCFS)/Child Protective Services (CPS);
   b. Facilitate and coordinate training opportunities for LE, DCFS/CPS, prosecutors and other allied agency professionals;
   c. Notify the administration of the Program of any training offered or promoted by a CJC;
   d. Provide public awareness presentations to local businesses, community groups, etc. on CJCs and what they do;
   e. Coordinate with other agencies or persons who provide such presentations;
   f. Have relevant education materials readily available for distribution;

g. Facilitate and coordinate educational or informational meetings where LE, DCFS/CPS and other professionals can make presentations;
h. Refrain from endorsing any third-party organization or keeping an organization's promotional or marketing materials in the center, unless otherwise authorized by the Program.

7. **Organizational Capacity. The CJC shall:**
   a. Provide management and supervision of center staff; provide financial reports as requested by state and in format requested by state; be fiscally responsible; maintain accurate accounting (receipt and disbursement) of all state monies, federal monies, county monies, private monies as well as an accurate accounting of in-kind services, items or other donations from state, county, federal and private sectors;
   b. Participate in CJC directors meetings, State Advisory Board meetings, State Advisory Board committee meetings and any special appointments to committees by the State Advisory Board
   c. Schedule and facilitate local advisory board meetings; provide record keeping and minutes for local advisory board meetings; send minutes of local board meetings to CJC Program within 45 days of board meeting;
   d. Facilitate discussion at local levels with supervisors, local advisory board meetings and MDTs, of concerns and needs, and identify solutions, strategies, plans, etc. to address those needs;
   e. Review MDT protocols, operating guidelines and MOUs at least annually and update when necessary. If said documents have been updated in the course of the fiscal year, the CJC will provide copies of updated documents by June 1st to the CJC Program.

8. **National Children's Alliance Standards and Membership Categories**
   a. The AGO utilizes the National Children's Alliance (NCA) Standards to assist in determining the "substantial compliance" of the CJC with the following:
      i. Multidisciplinary Team
      ii. Cultural Competency
      iii. Forensic Interviews
      iv. Victim Support and Advocacy
      v. Medical Evaluation
      vi. Mental Health
      vii. Case Review
      viii. Case Tracking
      ix. Organizational Capacity
      x. Child-Focused Setting.
   b. The AGO recognizes the NCA membership categories, including accredited, associate, and affiliate membership and utilizes NCA's membership definitions as needed, including when determining eligibility for state chapter support funding.

9. **Auxiliary Programs/Services. The CJC shall:**
   a. Seek prior written approval of the administration of the CJC Program for any service offered by a CJC, other than those specifically designated in this contract, in order to maintain the core functions of the state program, which is the facilitation and coordination of investigation and prosecution of child abuse and other cases where a child is a primary victim and that the CJC is a neutral, child friendly facility.
   b. If the CJC implements a program or service that interferes or conflicts with the statutory purposes of the CJC Program, the AGO may take appropriate action including warnings, reduction of funding, or termination of contract.

10. **Fundraising**
    a. The CONTRACTOR acknowledges the following guidelines as to what is allowable and unallowable with regard to CJC staff fundraising or assisting private, nonprofits on state paid time.
    b. Allowable activities on state paid time:
       i. giving public presentations about the CJC and answering audience questions about how/where they can help monetarily; attending a fund raising event to explain what a CJC does, etc.; responding to public requests as to what the CJC needs are;

ii. Responding to phone calls or other requests as to how donations can be made to the CJC; referring individuals who want more info on contributing services, monetary funds or goods, to a member of the Friends Board; attending local Friends Board meetings as a liaison to explain what local CJC needs are;
iii. Receiving donations, monetary or otherwise; sending "Thank you" notes to contributors on behalf of the CJC (not the Friends Board);.writing grants for the CJC, not for Friends Board.
iv. CONTRACTOR will need to determine how monetary donations made directly to the local CJC are received, deposited, and accounted for;

c. Activities and/or expenses that must be paid for with monies other than state monies:
   i. contacting businesses, persons or the public with the specific purpose of soliciting monetary or other donations; includes contact by email or mail, phone, in person, fax, etc; distributing, preparing flyers for fund raising event; gathering items from businesses or others for prizes for fund raising event;
   ii. planning, organizing, preparing, helping or otherwise facilitating fund raising event other than attending as the CJC liaison;
   iii. doing <u>any</u> work of or for the local Friends Board including its finances, minutes, correspondence, billings, invoices, travel, etc.; promoting businesses who offer to contribute all or a portion of proceeds to local CJC;
   iv. hosting fund raising events where the primary purpose is to solicit and/or raise funding, goods, or services for local CJC (rummage sales, bake sales, dinners, dances, galas, festivals, barbeques, contests, etc.);
   v. costs of fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.

d. The CONTRACTOR agrees that no state monies will be used to compensate CJC employees for unallowable activities as identified in the guidelines and will maintain documentation regarding what non-state funds were used for said activities.
e. The CONTRACTOR agrees that it will implement a specific plan to address costs of employees who engage in fundraising or work for private non-profit entities and provide a copy of the plan to the CJC Program upon request. This may consist of the CJC employees working "after hours" or on weekends, identifying/documenting an employee's hours spent on fundraising and/or working for a non-profit entity and the source of funds being used to pay for that time, by identifying a percentage of an employee's time to be covered by a specified source other than state funds, or some other plan as determined by the CONTRACTOR.

11. **Reimbursements**
   a. The CONTRACTOR understands that contracted monies are to be paid to the CONTRACTOR on a reimbursement basis. Said requests for reimbursements, including medical as well as quarterly or other reimbursements, on behalf of the CJC, must be provided in the AG approved format and signed by the authorized county official. The AG may request supporting documentation for the expenditures prior to authorization of a reimbursement payment.
   b. The CONTRACTOR understands and agrees that the AGO will be utilizing relevant state cost principles from State Finance and relevant federal costs principles from the Federal Office of Management and Budget to determine allowable and unallowable costs, reimbursements, etc. If county policy differs, a copy of said policy must accompany reimbursement request.

12. **Acknowledgement**
   a. CONTRACTOR agrees to include the AGO logo and the following acknowledgement on printed and promotional materials, press releases, websites, and other digital media.
      i. "The (Name of CJC) is part of the CJC Program, administered by the Utah Attorney General's Office"
   b. In instances where the use of the written acknowledgment is restricted by space and/or format, the CONTRACTOR will include the AGO logo.

13. **Noncompliance**
   a. The AGO may take appropriate action including warnings, reduction of funding or termination of contract should there be noncompliance with any of the provisions of this contract.

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4, 2022

Agenda Item:

TITLE:	Approving Voluntary Appointment to the Airport Board
FISCAL IMPACT:	None
PRESENTER(S):	Mary McGann, Commission Liaison to the Board

Prepared By:

Tara Collins
Assistant to
CNY Airport Director
tcollins@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of Laurel Catto to serve on the Airport Board, with term expiring December 31, 2025.

BACKGROUND:

The Airport Board met in an open meeting on September 19, 2022, reviewed the application submitted, and interviewed the qualified applicant for two mid-term vacancies. The Board voted to forward the recommendation of applicant Laurel Catto to the County Commission for appointment to the Board, with term expiring December 31, 2025.

In signing the application, prospective Board Members agree to abide by a County Conflict of Interest Ordinance No. 593 (2019), and affirm that they fulfill the requirements of Resolution No. 3184 (Board member qualifications).

Attachment(s):

1. Application from Laurel Catto
2. Board recommendation letter

RECEIVED
1/6/2022

Board and Commission Application and Certification Form

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

Board or Commission Applied For: Airport Board

Name: Laurel Catto

Mailing Address: HC 64, Box [redacted]

City: Castle Valley State: UT ZIP Code: 84532

Day Phone: [redacted] Email Address: [redacted]

In what year did you establish your current residency in Grand County? 2011
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

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

Occupation or professional training: business lawyer

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):
As a business lawyer, I have advised clients in business and development transactions for over 35 years.

I have served on numerous non-profit governing boards, including two smart growth organizations, Bluegrass Tomorrow and Bluegrass Land Conservancy (founding member), both based in my hometown of Lexington, KY.

I serve as an officer and director of the Alpenglow Foundation, whose mission is to enhance the quality of life in the communities where our family is connected. My work with the foundation has exposed me to the amazing services of nonprofits in our community and Alpenglow Foundation proudly supports many of them, including the Moab Healthcare Foundation, Moab Free Clinic, WabiSabi, Moab Music Festival, KZMU, Daystar Academy, Canyonlands Field Institute, Utah Open Lands, Grand County Food Bank, Community Rebuilds, Moab Multicultural Center, and Moab Solutions.

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

I have been a hobbyist pilot since 2006 with both private pilot and instrument ratings. Our single engine Cessna Stationair (T206H) has been based on the KCNY field since 2020 and I have enjoyed becoming part of the local general aviation community.

My husband, John Catto, is a longstanding member of the local rock climbing ~~community. He purchased our home in Castle Valley in 2000. In our retirement we~~ enjoy traveling but always look forward to returning to our desert refuge.

The Airport Board is to be commended for its plans to further develop the airport as a community asset, supporting both the tourism and non-tourism economies. I hope to contribute my time to this effort, bringing the experiences of transactions lawyer, of a pilot and frequent user of the airport.

CERTIFICATION

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

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

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

Signature: Laurel Catto Date: 1/6/22

September 20, 2022

Grand County Commission
125 E. Center Street
Moab, UT 84532

Re: Airport Board Recommendation Letter

Dear Grand County Commission Members:

The Airport Board received 2 application for 2 open vacancies. The Airport Board met in an open meeting on September 19, 2022 and interviewed the applicant. Subsequently, the Board voted unanimously to recommend to the County Commission the appointment of Laurel Catto, with term ending December 31, 2025.

Thank you,



Jody Patterson, Chair of the Airport Board

AGENDA SUMMARY

GRAND COUNTY COMMISSION MEETING

OCTOBER 4, 2022

Agenda Item:

TITLE:	Approving Voluntary Appointment to the Council on Aging
FISCAL IMPACT:	None
PRESENTER(S):	Commission liaison to the Board

Prepared By:

Lorette Eastwood
Grand Center
Program Director

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of Shalee Bryant to serve on the Council on Aging Board, with term expiring 11/30/2026.

BACKGROUND:

The Council on Aging met in an open meeting on September 12th, reviewed all applications submitted and interviewed all qualified applicants for one approaching vacancy. The Board voted to forward the recommendation of applicant Shalee Bryant to the County Commission for appointment, with term expiring 11/30/2026.

In signing the application prospective Board Members agree to abide a Conflict of Interest Ordinance No. 593 (2019).

Attachment(s):

1. Board recommendation letter
2. Shalee Bryants application

September 27,2022

Grand County Commission

125 East Center

Moab, Utah 84532

Re: Council on Aging Recommendation

Dear Grand County Commission Members:

The Council on Aging in their September 12 meeting interviewed Shalee Bryant for an opening on the council. She was approved unanimously and we are putting her name forward for approval from the County Commission

Thank you,

Karen Feary

Council on Aging Chair

Print

Board, Commission, Committee & Special Service District Application & Certification Form - Submission #4746

Date Submitted: 8/24/2022

Board, Commission, Committee & Special Service District Application & Certification From

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

Board, Commission, Committee or Special Service District*

Council on Aging

Other:

Name:*

Shalee Bryant

Mailing Address:*

940 Peartree Lane

City:*

Moab

State:*

UT

Zip Code:*

84532

Day Phone:*

4352108876

Email Address:

Shalee.bryant@edwardjones.com

In what year did you establish your current residency in Grand County?*

2018

(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; two yearsâ€™ residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in?

(applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah)

Occupation or professional training:

Financial Advisor

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

17 years financial industry. I have dealt extensively with aging clients, estate planning, LTC needs etc.

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

Grand County Resolution 3184 (October 2019) contains the following Board Member requirements:

- **Must be a Grand County resident (unless otherwise noted);**
- **Terms shall be for four years, unless a shorter period is required by law, or unless a midterm vacancy is being filled;**
- **Board Members shall have the appropriate expertise when required by law;**
- **Submit applications to the Council's Office by the requirements contained in the notice;**
- **Agree to abide by the County's Conflict of Interest Ordinance.**

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- **No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;**
- **No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;**
- **A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;**
- **Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District**

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 593, 2019) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Applicant Certification*

☑ By checking this box and typing my name below, I am electronically signing my application.

I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature.

First Name* Shalee

Middle Initial* M

Last Name* Bryant

Date: 8/24/2022

How did you hear about this position?* Through the county

AGENDA SUMMARY GRAND COUNTY COMMISSION MEETING	
TITLE:	Ratifying the Chair's signature on Purchase Order for Roads Dept. Equipment – Street Sweeper, Vacuum Trailer, and Tilt Trailer.
FISCAL IMPACT:	~$550,000 (paid for in next year's budget – this is ordering equip for '23)
PRESENTER(S):	

Prepared By:
QH/CM

Attorney Review:

NA

SUGGESTED MOTION:

I move to ratify the chair's signature on the purchase orders for 3 pieces of equipment for the road department for 2023 so that the equipment can be ordered and delivered.

BACKGROUND:

Roads dept needs to order equipment for 2023 now in order to have equipment delivered as soon as possible. The equipment will be paid for from the 2023 budget.

Attachments:

Purchase orders

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

Presents a Proposal Summary

of the





Elgin Broom Bear

Broom Bear Single Engine Street Sweeper with Dual Side Brooms

for

GRAND COUNTY

September 21, 2022

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

ELGIN BROOM BEAR: Conveyor belt, variable height, right side dumping, 4.5 cubic yard hopper, with dual, hydraulically driven, trailing arm side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage. Mounted to a 2024 Elgin Stock Freightliner M2 Chassis:

STANDARD FEATURES

· Broom side, 46" steel vertical digger 4 or 5 segment
· Broom side, air floating suspension with adjustable reach, air deploy
· Broom, main, 34" diameter, 60" wide prefab disposable
· Broom Measurement Ruler
· Conveyor chain, hardened with polyurethane sprockets
· Conveyor, belt type with 13 molded-in full width cleats
· Conveyor, lift independent from main broom
· Conveyor, three-piece replaceable wear plates
· Conveyor flush out system
· Conveyor raise in reverse
· Conveyor stall alarm
· Electric backup alarm
· Hopper inspection door
· Hopper, 4.5 cu yd with window and skylight
· Hopper up indicator and beep
· Hopper, variable high dump; 9' 6", 4.5 yard
· Hydraulic oil level gauge w/ external thermometer and in-cab level light
· Hydraulic system, load sensing with selectable transmission driven PTO pump
· Lights, automatic backup
· Lights, combination tail/stop, separate amber signal
· Lights, flood light, one per broom (3)
· Manuals, operator, and parts
· Rear broom cover and anti-carryover wrap
· Rear broom spray bar
· Rear right hand flood light
· Reflectors, set of 6
· Sidebroom speed control, external to cab
· Sweep resume/raise in reverse
· Tactile controls for all sweep functions
· Tool storage
· Water fill, anti-siphon
· Water level indicator in-cab
· Water Pump, electric diaphragm
· Water tank, molded polyethylene, 360-gallon total nominal capacity
· 1 Year Parts and Labor Warranty
· AM/FM/CD Radio
· Left Hand Fender Mounted Mirror
· Steel Bristles with Polyethylene Segments
· Sweeper Painted Standard White
· Chassis Painted Standard White
· Red Logo
· Sweeper - Operator Manual

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

· Sweeper Parts Manual

ADDITIONAL FEATURES

· Front Spray Bar
· Mirrors, West Coast type with 12" convex inserts, one each side
· Standard Electric Horn
· Spare Chassis Key
· In Cab Air Restriction Gauge for Chassis
· Strip Main Broom (URB)
· Hydraulic Float Mainbroom Suspension, Hydraulic Float Sidebrooms
· Sidebroom Tilt Option Left Hand Including Indicator
· Sidebroom Tilt Option Right Hand Including Indicator
· In-Cab Variable Speed and Reversing Broom Control
· Air Purge for Water System
· In-Cab Function Control for Sidebroom Water
· Lower Roller Deflector
· Heavy Duty Lower Roller
· Carbide Double Row Rubber Mounted Dirt Shoes
· 25' Fill Hose
· Broom Hour Meter
· Hydrant Wrench
· (2) Rear High Mounted Oval Amber LED Flashers
· Arrowboard
· Sweeper Service Manual
· Extended RH Side Broom Reach
· Midwest (Elgin) Auto Lube for Chassis/Sweeper
· Lifeliner Hopper System

TOTAL PRICE . . . . . $ 349,423.38

Includes Delivery to Grand County Shop
Includes One Day Training for Operators
State of Utah Contract #MA3380

Pricing is Good for 30 Days
Pricing And Availability Is Subject to Change Pending Availability of The Chassis
Price Does Not Include Chassis or Equipment Modifications That May Be Necessary Due to Unforeseen Compatibility Issues, Customer Will Be Contacted for Approval Before Any Modifications Are Made
Terms Are Due Upon Receipt Unless Prior Credit Arrangements Are Made at The Time of Order

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

Accepted By: Date:

9/27/2022

Thank you,

Travis Vallejo

Travis Vallejo
Owen Equipment
801-244-1260
tvallejo@owenequipment.com

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPEAR COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in tis products without imposing any obligation upon itself to change or improve previously manufactured products.

1220 South Legacy View Street
Salt Lake City, UT 84104

Phone: (801) 975-0400
Fax: (801) 975-7567

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Mitch Larson
Trailer Sales
Transwest Trailers
2236 Sanford Drive
Grand Junction, CO 81505
(970) 234-3710
mlarson@transwest.com

August 23rd 2022

To: Verl Green
Grand County Road and Bridge
3500 South Highway 191
Moab, UT 84532
(435) 259-5308
vgreen@grandcountyutah.net

Ref: TKT40LP Tag Trailer

Trail King Sourcewell 121918-TKI

TKT40LP Tilt Trailer; 40,000 lbs. capacity

11330-TKT40LP

11330 - STANDARD EQUIPMENT
Tilted deck slope - 12 degree
Structural steel main frame
Rubber mounted sealed lights with sealed harness system
Red and white conspicuity markings

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11330	Open Deck	TKT40LP Tilt Trailer; 40,000 lbs. capacity			$43,735	$43,735
13914	Hitch	Standard pintle plate				
14485	Hitch	5' Tongue, pintle eye with adjustable coupler; 18.5" - 30" Hitch Height (Loaded)				
14487	Hitch	Safety chains with hooks				
14488	Hitch	Lockable tool box				
13993	Landing	25k Single 2-speed				
13918	Deck Length	28' Overall deck (4' stationary and 24' tilt deck)				
14489	Deck Width	102" overall width				
11343	Deck Lock	Manual deck lock				
14491	Main Deck	33" Loaded deck height				
14493	Main Deck	4" Safety headboard				
14495	Main Deck	Two (2) Hydraulic cushioning cylinders 3.5 x 16 x 1.5				
14496	Main Deck	Floor plate on fold-down approach plate and underride protection				
15798	Main Deck	12" Manufactured I-beam Mainframe				
15800	Main Deck	4" Full width I-beam crossmembers 11" OC on Tilt Bed				
15802	Main Deck	7" Mill Channel Outer Rail				
11345	Decking	1-1/2" Oak (raised)				
13096	Tie Downs	6 Pair D-rings (2 stationary deck, 4 tilt deck)				
13939	Suspensions	2 Axle H9700 Spring Suspension (TKT24/40)				
14499	Suspensions	(2) 22,500 lb. capacity axles				
14501	Axle Spacing	49" Axle spacing				
15734	Brakes	Air Brakes 4S2M (12 1/4 x 7 1/2)				
08182	Wheels	6.75 x 17.5 8-hole steel disc wheel		4		
08182	Wheels	6.75 x 17.5 8-hole steel disc wheel		4		

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

Mitch Larson
Trailer Sales
Transwest Trailers
2236 Sanford Drive
Grand Junction, CO 81505
(970) 234-3710
mlarson@transwest.com

August 23rd 2022

10058	Spare Wheel	No Spare Wheel		
13969	Tires	Provider 215/75R17.5 - 16 ply	8	
10059	Spare Tires	No spare tire		
14507	Flaps, Mud	Mudflaps		
14503	Lights /	Grote Electrical system (meets DOT regulations)		
14504	Lights /	LED lights		
14505	Lights /	3rd tail light package		
15753	Lights / Electrical	7 Pole round electrical plug (standard with air brakes)		
14508	Document	Registration holder		
08024	Paint	S7203 Black with white decals		
17866	Paint	Zinc-rich primer		

Section Total: **$43,735.00**

TOTALS

Trail King List: (FOB Rice Lake, WI)	$43,735.00
Sourcewell Discount:	15%
Sourcewell Price:	$37,174.75
PDI/DOT:	$275.00
Freight / Delivery Estimate: (Price available at completion)	$2,200.00
Subtotal: (Per unit FOB Rice Lake, WI)	$39,649.75
Quantity:	1
Grand Total:	$39,649.75

Sign Here: _____ **Date:** 9/27/2022

** Freight charge to be determined at time of shipment.**

Approved change orders will be subject to a change order fee.

Terms and Conditions

- Prices effective 2/14/2022. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- No FET (Federal Excise Tax) included. If applicable, local sales tax may be added at time of invoicing.
- Signed buyers order and deposit/PO required for all trailer holds and/or orders.

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

www.trailking.com

THE COMPLETE TRAILER LINE MANUFACTURER

TRAIL KING INDUSTRIES, INC.
LIMITED WARRANTY POLICY

WARRANTY:

Trail King Industries, Inc. warrants that trailer model: _____, Serial number: _____ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be

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TRAIL KING Industries, Inc.

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Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

www.trailking.com

made directly to component suppliers

IV. Wood Components 0%

Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule: This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 – 100% Year 2 – 75% Year 3 – 50% Year 4 – 25% Year 5 – 25%
All other Trail King manufactured components One Year 100%

Trail King Dump Series:

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:
All Trail King manufactured components One Year 100%

(continued...)

(continued from front...)

Trail King Pneumatic Bulker Series:

All Trail King manufactured components One Year 100%
Frame, Struts, Vessel Year 1 – 100% Year 2 – 75% Year 3 – 50%

Trail King Live Bottom Series:
The period of warranty is set forth as follows

Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):

I. Gear box, Motor and Drive Shaft, and Individual Chain Strands Only
Year 1 – 100% Year 2 – 75% Year 3 – 50% Year 4 – 25% Year 5 – 25%

II. Trail King manufactured components. Year 1 100%
This excludes all hopper sheets. Year 2 75%

Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):

I. Chain, Gear box, Motor and Drive shaft. Year 1 100%

II. Components Manufactured by Trail King. Year 1 100%
Year 2 75%

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

LIMITATION OF LIABILITY: Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

LIMITATION OF REMEDY: In the event of Trail Kind Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or

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TRAiL KiNG Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

www.trailking.com

replace defective parts in the prescribed manner.

January 2011

DocuSign Envelope ID: 0A02EFAD-41F1-4C30-95A2-713E8FF6DDF5

Sourcewell
Awarded Contract
Contract # 101221-RGO

Grand County
125 E Center St
Moab, UT 84532-2429
Sourcewell Account #39256
September 8, 2022

Ring-O-Matic 850VX HI CFM



850 VX HI CFM - 800 gallon spoils tank, Tier 4 Final Diesel, 1000 CFM positive displacement blower, Pressurized Tank Offload, Pressure Filter Backflush, Reverse Flow Suction Hose Blow-Out, 2x250 gallon poly fresh water tanks, 6.0 gpm @ 4000psi Water Pump, premium silencer package, hydraulic tank hoist, hydraulic full opening rear door standard with power door lock, sight-glass for level detection, 50' x 3" suction hose, 50' x 3/8" high pressure hose reel, wash gun, 5' pothole lance, 6' suction tube with lawn sweep, safety strobe and dual LED work lights; Includes 20,000 lb axle capacity
Sourcewell: $100,257 (MSRP $111,396)

Options:

4" Upgrade - 4" Upgrade with Suction Hose (2 x 4" x 25 ft) and Accessories Package Upgrade over 3" Standard Items
Sourcewell: $1,335 (MSRP $1,483)

Viper - 3" diameter with 4" connector Viper 2-in-1 Pothole Excavator - (DiElectric)
Sourcewell: $1,919 (MSRP $2,133)

In Tank Cleanout - Spoils Tank Double Wash in-tank washing system
Sourcewell: $1,022 (MSRP $1,135)

Anti-Siphon - Water Fill Anti-Siphon Air Gap Kit
Sourcewell: $521 (MSRP $579)

9/27/2022

Commission Chair

Total: $105,054*

*Pricing does not include shipping, Ring-O-Matic Not Responsible For Duties or Taxes
Shipping estimated @ 2-4K - qh 27SEP2022

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