GRAND COUNTY COUNCIL
REGULAR MEETING
Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA
Tuesday, February 19, 2019

4:05 p.m.

☐ Call to Order
☐ Pledge of Allegiance
☐ Approval of Minutes (Chris Baird, Clerk/Auditor)
  A. February 5, 2019 (County Council Meeting)

☐ Ratification of Payment of Bills
☐ General Council Reports and Future Considerations
☐ Elected Official Reports
☐ Council Administrator Report
☐ Department Reports
☐ Agency Reports
☐ Citizens to Be Heard
☐ Presentations
  B. Update on Uranium Mill Tailings Remedial Action (UMTRA) funding (Council Member McGann)

☐ General Business- Action Items- Discussion and Consideration of:
  C. Approving proposed property tax exemptions for 2018 & 2019 for residences that are owned by Moab Regional Hospital and used for housing doctors who work in the Moab area, Postponed from February 5, 2019 (Debbie Swasey, Assessor)

  C.2 Approving 2018 property tax cancellation for two parcels that are owned by Moab Regional Hospital and used for housing doctors who work in the Moab area, Postponed from February 5, 2019 (Chris Kauffman, Treasurer)

  D. Adopting proposed resolution approving the full bond release for the Courthouse Wash Subdivision Planned Unit Development (PUD), located at 1861 N. Main Street (Zacharia Levine, Community and Economic Development Director)

  E. Approving updated Capital Improvement Projects List for government entities within Grand County as a prerequisite to applying for funding by the Permanent Community Impact Fund Board (CIB) (Ruth Dillon, Council Administrator)

  F. Approving volunteer appointments to District and County Boards and Commissions (Council Liaison to the Board or Ruth Dillon, Council Administrator):
     1. Cemetery Maintenance District Board

☐ Consent Agenda- Action Items
  G. Declaring intellectual property, moabcares.com, as surplus property for disposition

  H. Approving application for retail beer license for Papa Joes Gas N Go, located at 20 East Highway 50 & 6, Crescent Junction

  I. Approving application for retail beer license for Mad Moose Events – Arches Half Marathon, located at Sorrel River Ranch

  J. Approving proposed 2019 letter of support for a grant for the Moab Music Festival

  K. Approving proposed letter of support to state legislators for the endorsement of Utah State University-Southeast Utah Career and Technical Education (CTE) program expansion
L. Approving proposed letter of support to state legislators for Utah State University-Extension building appropriation

M. Approving proposed letter of support for AmeriCorps VISTA volunteer program

N. Approving proposed ground lease with Jay Chamberlango for the construction of a hangar at Canyonlands Field Airport

O. Approving additional needed funds, within budget, in the amount of $778.99 for the purchase of 2019 ORV Ranger Crew XP1000 EPS for Search and Rescue (previously approved on November 20, 2018)

Discussion Items

P. Discussion on calendar items and public notices (Bryony Hill, Council Office Coordinator)

Q. Discussion on progress with Land Use Code amendment discussions by the Planning Commission to address concerns outlined in the moratorium that prohibits new land use applications or permits for overnight accommodations in unincorporated Grand County through approximately August 4, 2019 (Zacharia Levine, Community and Economic Development Director)

R. Continued discussion on identifying proposed legislation of interest (Council Member Wells)

6:00 pm or later

Public Hearings- Possible Action Items

S. Public hearing to hear public comment regarding the creation of a Public Land Corner Preservation Fund to be used only to pay expenses incurred and authorized by the County Surveyor in the establishment, re-establishment, and maintenance of corners of government surveys, and imposing a fee of $20.00 for filing maps in the County Surveyor’s office under Section 17-23-17, Utah Code Annotated, subdivisions, road dedication plats, and other property plats (Lucas Blake, County Surveyor)

Closed Session(s):

1.) Pending or Reasonably Imminent Litigation

2.) Pending or Reasonably Imminent Litigation

General Business- Action Items- Discussion and Consideration of:

T. Approving request that County Attorney prepare and submit Notice of Appeal in Moab District Case No.180700045, and take all necessary actions to pursue an appeal of Section II. The makeup of the appointment committee, dated February 1, 2019 (Chairman Clapper)

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

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.
The Grand County Council met in a regular session on the above date in the Grand County Council Chambers of the Courthouse located at 125 East Center Street, Moab, Utah. The meeting was called to order by Council Chair Evan Clapper at 4:00 p.m. In attendance were Council Members Greg Halliday, Mary McGann, Curtis Wells, Evan Clapper, Jaylyn Hawks, Clerk/Auditor Chris Baird, and Council Administrator Ruth Dillon. Absent were Terry Morse, and Rory Paxman (both later joining via telephone).

**Call to Order**

Council Chair Evan Clapper called the meeting to order at 4:00 p.m.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Mike Bassett.

**Approval of Minutes** (Chris Baird, Clerk/Auditor)

- **Motion** by Council Member Jaylyn Hawks to approve the January 15, 2019 minutes as presented. Motion seconded by Council Member Mary McGann carries 5-0.

**Ratification of Payment of Bills**

- **Motion** by Council Member Curtis Wells to ratify the payment of the bills totaling $1,687,818.43 (Bills - $1,225,408.19, Payroll - $462,410.24). Motion seconded by Council Member Jaylyn Hawks carries by rollcall vote 5-0.

**General Council Reports and Future Considerations**

**Greg Halliday:** Attended the Museum of Moab Board meeting, a Castle Valley Town Hall, the Thompson Springs Water Special Service District Meeting, and reported on rock fall on S.R.128.

**Jaylyn Hawks:** Attended the Canyonlands Healthcare Special Service District Meeting, the Public Health Board Meeting, discussed accepting out of county solid waste as a revenue stream, attended the Four Corners Behavioral Health Board meeting, the Southeastern Utah Association of Local Governments meeting, the Internal Audit Committee meeting, and the Moab Area Responsible Recreation and Tourism working group.

**Curtis Wells:** Attended via telephone the Constitutional Defense Council meeting, and the Audit Committee Meeting.

**Mary McGann:** Introduced Evan Tyrrell, the new manager of Solid Waste Special Service District, attended the City of Moab Council meeting on solid waste and recycling, attended the Internal Audit Committee meeting, attended two Millcreek Partnership meetings discussing a proposed interlocal agreement regarding law enforcement, attended the Moab Transit Authority Committee meeting, attended a C-Pace meeting (no to low interest loans for developers), attended a Moab Uranium Mill Tailings Remedial Action Steering Committee meeting and reported 23 new hires and a doubling of the
pace of remediation as a result of increased funding, and attended a meeting of the Moab Area Watershed Partnership.

**Evan Clapper:** Participated in a Utah Association of Counties discussion regarding a proposed legislative bill concerning rural forms of government.

**Elected Official Reports**

**Christina Sloan (County Attorney):** Attended a training in Salt Lake City, reported that she is engaged with a lot of civil work including H.B.224 issues, has been busy with a homicide prosecution, would like to schedule a conflicts of interest workshop, and reported on the newly hired Deputy County Attorney Matthew Brooks.

**Council Administrator Report**

**Ruth Dillon:** Reported on progress regarding the contracted Needs Assessment

**Department Reports**

**Judd Hill (Canyonland Airport):** Reported on a potential $5 million Federal grant for the taxiway project, and a potential $2 million Federal Grant for the ramp upgrade. These grants require a 10% local match. Reported that the Airport terminal HVAC is problematic and needs to be retrofitted, and announced that parking at the Airport will be $3/night starting in March 2019.

**Zacharia Levine (Community and Economic Development Department):** Announced the upcoming February 11 Moab Business Summit, reported on the Planning Commission’s work on outdoor lighting standards and that they forwarded a favorable recommendation to the Council, reported that planning staff decided to host a public workshop on outdoor lighting prior to the public hearing scheduled for Feb. 20th.

**Agency Reports**

**B. Accepting the Utah Division of Wildlife Resources (UDWR) PILT payment (Chris Wood, Southeast Regional Supervisor, UDWR)**

Chris Wood presented the check for UDWR PILT in the amount of $4,358.49.

**C. 2018 Utah State University Extension Report (Michael Johnson, County Director, Utah State University Extension/Grand County)**

Michael Johnson presented a report on the activities of the Utah State University Extension office for 2018.

**Citizens to Be Heard**

Kiley Miller: Thanked the council for serving. Asked why the county is spending $3 million/year on advertising. Why not use that money for educating visitors on easing the impacts on the Moab area community. Stated that we need to stop advertising Moab.

Mike Kelso (President of Red Rock 4 Wheelers): Reported that his organization will be requesting of the BLM that Cliffhanger become a jeep only trail. UTVs are causing damage.

John Covey: Reported that an air quality monitoring service, Purple Air, has 3 monitoring stations in Moab.

**Presentations**

**D. Presentation on 4th Quarter report from Moab Transit Authority Committee (Michael Liss, Chair)**
Michael Liss presented a report on the activities of the Moab Transit Authority Committee and commented on how much the Grand County General Plan parallels the work of the committee.

General Business- Action Items- Discussion and Consideration of:

E. Approving proposed 2019 Standard Cooperative Agreement for Utah State University Extension educational work (Michael Johnson, County Director, Utah State University Extension/Grand County)

Motion by Council Member Curtis Wells to approve the 2019 Standard Cooperative Agreement between Grand County and Utah State University to fund Extension educational work in Grand County and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carries 5-0.

F. Approving proposed property tax exemption for Our Village Community Center, which is being used for the purposes of outdoor, hands-on education and agricultural education (Debbie Swasey, Assessor)

Motion by Council Member Mary McGann to approve the 2019 property tax abatement for Our Village Community Center and authorize the Chair to sign all associated documents. Motion seconded by Council Member Curtis Wells carries 5-0.

G. Approving proposed property tax exemptions for 2018 & 2019 for residences that are owned by Moab Regional Hospital and used for housing doctors who work in the Moab area (Debbie Swasey, Assessor)

Discussion was had regarding the use of the housing and as to whether or not the use qualifies for a property tax exemption. Grand County Attorney Christina Sloan indicated that the prior County Attorney had produced an opinion that this use does qualify for an exemption. County Attorney Christina Sloan stated that she has a conflict of interest, however she agrees with her predecessor’s opinion that the use qualifies for an exemption. Citizen Marc Horowitz spoke in objection to shifting the tax burden on the remaining tax payers.

Motion by Council Member Mary McGann to postpone the 2018 proposed property tax exemptions until a representative from the Hospital can be present to address the Council’s concerns. Motion seconded by Council Member Curtis Wells carries 5-0.

Motion by Council Member Curtis Wells to postpone the 2019 proposed property tax exemptions until a representative from the Hospital can be present to address the Council’s concerns. Motion seconded by Council Member Mary McGann carries 5-0.

H. Approving state contract award to Weller Recreation, Inc. for the purchase of a Polaris ORV General 1000 EPS Premium 2 Passenger UTV and accessories in the amount of $18,559.32 for Sand Flats Recreation Area (SFRA) (Andrea Brand, SFRA Director)

Motion by Council Member Mary McGann to approve state contract award to Weller Recreation, Inc. for the purchase of a Polaris ORV General 1000 EPS Premium 2 Passenger UTV and accessories for Sand Flats Recreation Area (SFRA) in the amount of $18,559.32, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks carries 5-0.

I. Adopting proposed ordinance approving land use regulation prohibiting new land use applications or permits for overnight accommodations, including hotels/motels, campgrounds, bed and breakfasts, condominiums and townhomes used for overnight accommodations, or any other uses associated with overnight accommodations for a period of six (6) months (Chairman Clapper and Council Members Morse (by phone) and McGann)

Council Member Terry Morse joined the meeting by telephone at this time.

Council Chair Evan Clapper introduced the ordinance and indicated that the idea for the ordinance came up while working on the High Density Housing Overlay Ordinance. Chair Clapper stated that it seemed relevant to pump the brakes and evaluate if the Land Use Code needs to be amended. He and other council members
asked the Community Development Department staff to prepare the temporary land use ordinance presented tonight.

Travis Nauman: Spoke in favor. He is concerned about future growth and water resources. Stated that growth is in a frenzied and out of control status. Expressed concern about the uncertainty about future water resources.

Reed Pendelton: Spoke against the moratorium, specifically with regard to RV campgrounds. Suggested that RV campgrounds not be included in the ordinance. Stated that campgrounds have a different profit margin from hotels.

Carol Mayer: Expressed a need to put the brakes on. Shocked at tally of rooms, and what is to come. Requested that the county slow things down and reassess management of short term rentals and growth.

Marc Horowitz: Stated that he resents a council person attending on the phone.

Solana Jade Sisco: Stated that there are as many short-term-rental units as residential units. Expressed that she would like other parts of the economy to catch up. Stated that short-term-rentals are unsustainable. Expressed that the moratorium will provide time to study water resources, establish a long term vision for community development in an ecologically responsible way, and draft new development standards.

Gerrish Willis: Stated that he is the chair of Planning Commission but is speaking as an individual. Spoke in favor. Expressed that we need to look where other commercial development will happen. Encouraged sending the moratorium to planning commission as proposed.

Bob O'Brien: Stated that he is on the Planning Commission but is speaking on his own behalf. Asked how can we get hotels to contribute to housing needs? Spoke in favor of the moratorium. Expressed frustration with lack of affordable housing. Stated that we need to put on the brakes and draft legislation to address affordable housing.

Mary O'Brien: Thinks moratoria are always a good idea. Expressed that we should take the time to put the pieces on the board and look at all the options. Stated that these issues are not just found in Moab. Expressed that there is nothing to lose in the long-term, but much to be gained for the community.

Cali Bullmash: Expressed that she is forever struggling to find housing. Spoke in favor. Stated that short-term-rentals negatively affect affordable housing availability and are not sustainable. Expressed that community members are not able to live here for lack of affordable housing. Stated that we also need to consider water availability.

Robert Greenberg: Stated that this is a good problem we’re having; it’s a boom problem. Expressed that the moratorium is not a real solution but is an opportunity to devise a real solution. Recommended an article in the Pagosa Springs newspaper. Expressed that zoning is the only legal option available in Utah to address these issues.

Kevin Walker: Stated that he is on the planning commission but speaking for himself. Surprised how bipartisan the issue is. Expressed that this is the easy vote, but leads to more difficult votes down the road. Opined that a no vote is saying “everything is fine”. Stated that it makes sense to treat RV campgrounds the same as other short-term-rentals.

John Gould: Stated that he is a member of the water conservation board, however is speaking for himself. Expressed that he is in favor.

Wayne Hoskisson: Stated that he was on the Moab Planning Commission when they initiated a prior Moab City moratorium. Expressed that 6 months is not enough time, wishes we could do more than 6 months. Spoke in favor.

Judy Powers: Spoke in favor.

Council Member Curtis Wells: Asked if projects pending final approval will be affected. Council Member Curtis Wells expressed concern about devaluing citizen’s property by pausing projects that have submitted partial applications.

Zacharia Levine (Community and Economic Development Director) responded that projects that have submitted complete applications will not be subject to the moratorium. Levine stated that some applications
may not be complete and that he will have to work with the County Attorney’s office in determining if they are exempt.

**Motion** by Council Member Mary McGann to approve the proposed ordinance approving a land use regulation prohibiting new land use applications or permits for overnight accommodations, including hotels/motels, campgrounds, bed and breakfasts, condominiums and townhomes used for overnight accommodations, or any other uses associated with overnight accommodations for a period of six (6) months, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks.

**Discussion:**

Council Member Curtis Wells disclosed that he is involved in the short-term-rental business, however he doesn’t consider it a conflict of interest.

Council Member Jaylyn Hawks disclosed that she owns and operates an overnight rental.

Council Member Terry Morse thanked the public for their involvement. Stated that he thinks we need to take the opportunity to figure things out. Apologized for attending via telephone, and would prefer to be there in person.

Council Member Curtis Wells asked if there has been discussion on proposed amendments to the Land Use Code during the 6 month period.

Council Chair Evan Clapper replied that there are small businesses in competition with hotels, and that we are losing small businesses downtown and in the highway commercial zone. Stated that he would like the Planning Commission to address this problem. He also expressed that he would like to establish a vision for where non-short-term-rental businesses should be accommodated, and where hotels should be limited.

County Attorney Christina Sloan stated that the Council must establish a countervailing public interest in order to justify action on this ordinance and that the law wants the Council to focus on the detrimental impact of short-term-rental development in their justification and discussion.

Council Administrator Ruth Dillon indicated that the agenda summary states what the Planning Commission should focus on during the 6 month period.

Council Chair Evan Clapper read the below “whereas” section of the proposed ordinance for the public record:

WHEREAS, Utah Code 17-27a-504(1)(a) states:

“A county legislative body may, without prior consideration of or recommendation from the planning commission, enact an ordinance establishing a temporary land use regulation for any part or all of the area within the county if:

(i) The legislative body makes a finding of compelling, countervailing public interest; or

(ii) The area is unregulated.”

WHEREAS, Grand County has, in recent years, received and approved a significant number of new permit applications for hotels/motels, campground and RV parks, condominiums and townhomes used for overnight accommodations, and bed and breakfasts;

WHEREAS, Grand County recently commissioned BAE Urban Economics to complete a Nexus Analysis in conjunction with its exploration of an Assured Housing Ordinance, and this study verified and quantified the nexus between new lodging related development and increased demand for below market rate housing;

WHEREAS, the median sales price for all housing unit types in Grand County increased $115,000 (51%) between 2013 and 2018, at least in part, because of demand for residential units used as overnight accommodations whereas average wages only increased $3,204 per year (11%) over the same time period;

WHEREAS, the United States Geological Survey is finalizing a report that includes findings from a recently completed multiyear groundwater study of the Moab Area Watershed, which found that safe yield for the Area is less than previously estimated (About 11-13,000 acre-feet per year rather than 18-22,000 acre-feet per year), and Grand County anticipates the need for a multi-agency, intergovernmental groundwater management plan;
WHEREAS, lodging related development results in water usage that greatly diminishes available and financially viable water resources for residents;

WHEREAS, Grand County budgets for law enforcement, search and rescue, and emergency medical services, increased forty-six percent (46%) between 2015 and 2019, fifteen (15%) between 2014 and 2018, and one hundred thirty percent (130%) between 2014 and 2018, respectively, as a result, at least in part, of increased tourism impacts;

WHEREAS, the local office of the Department of Workforce Services has reported a significant increase in the number of private sector service jobs remaining unfilled because of the increase in accommodations and tourism without a proportional increase in service workers who can find or afford housing in Grand County. The same office recently informed the County that 328 jobs across all sectors were currently posted and more than 250 had been posted for more than 30 days;

WHEREAS, the County is in the process of adopting and updating multiple planning documents and land use ordinances related to future land use and affordable housing, including a High Density Housing (HDH) Overlay and the housing element of its general plan, and processing permit applications for additional overnight accommodations undermines the purpose of the County’s planning process;

WHEREAS, the County is in the process of evaluating current local economic conditions and opportunities for economic diversification, and processing permit applications for additional overnight accommodations undermines the purpose of the County’s economic development efforts;

WHEREAS, overnight accommodations developments have the potential of significantly increasing the number of people utilizing the infrastructure and public services in Grand County;

WHEREAS, significant increases in the number of people utilizing Grand County’s infrastructure and public service systems creates undue stress on these systems;

WHEREAS, Grand County has received an increase in the number of complaints regarding the impacts of overnight accommodations developments on the County’s infrastructure, public services, housing market, economy, general quality of life, and environment;

WHEREAS, it is in the best interest of Grand County and its citizens if the County passes a temporary land use regulation which halts new permits for overnight accommodations;

WHEREAS, the Grand County Planning Commission and County Council need time to review and amend, if needed, overnight accommodations regulations prior to approving any new permits for overnight accommodations in any zone district;

Motion Carries 6-0 (Council Member Terry Morse voting via telephone.)

Council Member Terry Morse left the meeting via telephone at this time.

J. Approving unbudgeted funding in the amount of $50,000 to design taxilanes to service future hangar development (Judd Hill, Airport Director)

Motion by Council Member Curtis Wells to approve unbudgeted funding in the amount of $50,000, drawn from the General Fund balance, to design taxi lanes to service future hangar development at Canyonlands Field Airport, and authorize the Chair to sign associated documents. Motion seconded by Council Member Mary McGann carries 5-0.

K. Approving volunteer appointments to District and County Boards and Commissions (Council Liaison to the Board or Ruth Dillon, Council Administrator):

1. Airport Board (Postponed from January 2, 2019)

Motion by Council Member Mary McGann to approve the appointment of Robert Greenberg, with term expiring 12/31/2022, to serve on the Airport Board and authorize the Chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks carries 4-1 with Council Member Curtis Wells opposed.

2. Public Health Board (Southeastern Utah District Health Board)

Motion by Council Member Jaylyn Hawks to approve the appointment of Rhiana Medina, with term expiring 12/31/2022, to serve on the Public Health Board, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Curtis Wells carries 5-0.
3. Recreation Special Service District Board

Motion by Council Member Jaylyn Hawks to approve the appointment of Natalie Rutherford to serve on the Recreation Special Service District Board, with term expiring 12/31/2022 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carries 5-0.

L. Approving demolition of old concession building and concrete slab at Old Spanish Trail Arena (OSTA) (Steve Swift, OSTA Director)

Motion by Council Member Curtis Wells to approve the demolition of the old concession building and concrete slab at Old Spanish Trail Arena that would cost approximately $500.00, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Greg Halliday carries 5-0.

Council Member Rory Paxman joined the meeting via telephone at this time.

Consent Agenda- Action Items

M. Ratifying the Chair’s signature on a CIB application for a grant in the amount of approximately $165,000 to perfect road claims and obtain permanent easements on Grand County Class D roads across Utah School and Institutional Trust Lands Administration (SITLA) property

N. Ratifying the emergency procurement process for library roof repair

O. Ratifying the Chair’s signature on a state contract for the Library to provide Community Library Enhancement Funds (CLEF) in the amount of $7,600 for the development of local public library services

P. Ratifying the Vice Chair’s signature on terrorism insurance documents for Canyonlands Field Airport

Q. Adopting proposed resolution amending Resolution No. 2992 that defines the responsibilities of the Moab Tailings Project Steering Committee in order to include a Representative of Utah Division of Forestry, Fire and State Lands as a Committee Member

R. Approving proposed Basic Drilling Minor Record Survey (MRS) located at 3100 Rim Rock Road

Motion by Council Member Mary McGann to approve the consent agenda and authorize the chair to sign all associated documents. Motion seconded by Council Member Greg Halliday carries 6-0 (Council Member Rory Paxman voting via telephone.)

Discussion Items

S. Discussion on calendar items and public notices (Bryony Hill, Council Office Coordinator)

Bryony Hill presented the calendar items and public notices.

T. Discussion on proposal by InSite Towers, LLC for a ground lease agreement to install a 130’ cell tower on the Old Spanish Trail Arena property (Steve Swift, OSTA Director and Tierney Row, Director of Tower Development – Western Region, InSite Wireless Group)

Old Spanish Trail Arena Manager Steve Swift and InSite Wireless representative Tierny Row led a discussion on a proposed agreement for locating a cellular utilities tower on a portion of the arena property. Discussion was had regarding concerns of radiation, light pollution, impact of the “fall-zone” on potential uses of the property, impact to surrounding private uses, existing zoning, and the financial terms of the agreement. Discussion was also had on the potential for increased revenue to the county and enhanced cellular coverage in the area. A majority of council members appeared to express an
interest in continuing to negotiate this agreement. County Attorney Christina Sloan indicated that she would continue to work on this agreement with an InSite representative.

Council Member Jaylyn Hawks left the meeting at this time.

U. **Discussion of County Council members’ assignments to Boards, Commissions, and Committees, including assignments to certain District Boards, in which the Council liaison has no stated vote on the board (Ruth Dillon, Council Administrator)**

Council Members agreed to move this discussion item to the upcoming council retreat agenda.

V. **Discussion on identifying proposed legislation of interest (Council Member Wells)**

Council Member Curtis Wells led a discussion on various state legislative bills of interest to Grand County and various ways to track those bills.

W. **Discussion on topics for Council Retreat scheduled for February 19, 9-2pm (Chairman Clapper)**

- **Motion** by Council Member Mary McGann to table. Motion seconded by Council Member Curtis Wells carries 5-0.

6:00 pm or later

**Public Hearings- Possible Action Items**

X. **Public hearing to hear public comment on a grant application to the Permanent Community Impact Fund Board (CIB), in the amount of approximately $165,000 to perfect road claims and obtain permanent easements on Grand County Class D roads across Utah School and Institutional Trust lands Administration (SITLA) property (Bill Jackson, Roads & Bridges Supervisor)**

Council Chair Evan Clapper opened the public hearing at 7:50 p.m.

There were no public comments received.

Council Chair Evan Clapper held the comment period open until Feb. 13 at 5pm.

- **Motion** by Council Member Curtis Wells to suspend policy to vote on this agenda item. Motion seconded by Council Member Mary McGann carries 5-0.

Clerk/Auditor Chris Baird advised that there is no required action on this agenda item as it was approved during this meeting’s consent agenda.

W. **Discussion on topics for Council Retreat scheduled for February 19, 9-2pm (Chairman Clapper)**

Council Chair Evan Clapper brought agenda item W. off the table.

Discussion was had regarding adding solid waste, recycling, open burning, council assignments, and capital project prioritizing to the retreat agenda. County Roads Supervisor Bill Jackson was also invited to attend the retreat.

**Closed Session(s) (None)**

**Adjourn**

Council Chair Evan Clapper adjourned the meeting at 8:05 pm.
### AGENDA SUMMARY

**GRAND COUNTY COUNCIL MEETING**  
**FEBRUARY 5, 2019**

**Agenda Item:** Moab Valley Healthcare Inc. / DBA Moab Regional Hospital 2019 property tax exemption on the following parcels 02-SVO-0007 & 01-MIL-0046

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Moab Valley Healthcare Inc. / DBA Moab Regional Hospital 2019 property tax exemption on the following parcels 02-SVO-0007 &amp; 01-MIL-0046</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>Approximately $2,406.56 for parcel 01-MIL-0046 and $1,897.89 for 02-SVO-0007, totaling approximately $4,304.45.</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Debbie Swasey Grand County Assessor</td>
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</tbody>
</table>

**RECOMMENDATION:**
I move that the two 2019 property tax exemptions for parcels owned by Moab Regional Hospital be approved as presented and authorize the Chair to sign all associated documents.

**BACKGROUND:**
These are two residences owned by Moab Valley Healthcare Inc. / DBA Moab Regional Hospital which are used for housing of doctors working in the Moab area. After review from the Grand County Attorney it was determined that there is strong evidence that the properties meet the exemption criteria and can be exempt from property taxes.

**ATTACHMENT(S):**
- Tax Roll Master Records
- PT-020 Application for Property Tax Exemption
- PT PT-020A Application Exemption- Real Property Schedule A
- Warranty Deed
- By-Laws and Organizational information
- Attorney Review
- Articles of Incorporation
- Copy of 501(c)(3) issued by the IRS
- Photos of property
- Emails from C.P.M Patrick Trim
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

**FEBRUARY 5, 2019**

Agenda Item: Moab Valley Healthcare Inc.
DBA Moab Regional Hospital

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>2018 Property Tax cancelation on the following parcels 02-SVO-0007 &amp; 01-MIL-0046 owned by Moab Valley Healthcare Inc. / DBA Moab Regional Hospital</th>
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</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>Approximately $2446.72 for parcel 01-MIL-0046 and $1945.34 for 02-SVO-0007, totaling approximately $4392.06. Impact will be spread across all taxing entities.</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Chris Kauffman, Grand County Treasurer</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

I move to approve two 2018 property tax cancelations for parcels owned by Moab Regional Hospital as presented and authorize the Chair to sign all associated documents.

**BACKGROUND:**

These are two residences owned by Moab Valley Healthcare Inc. / DBA Moab Regional Hospital used for housing of doctors working in the Moab area. The property owner submitted a timely application for an exemption in 2018 but legal review was not complete. Legal review determined that there is strong evidence that the properties meet the exemption criteria and can be exempt from property taxes. Because they could have been exempt for 2018, I am requesting that the 2018 taxes be canceled. Please reference the documents from the other agenda item for the 2019 property tax exemption on these same parcels.

**ATTACHMENT(S):**
**GRAND COUNTY CORPORATION**

**Tax Roll Master Record**

Parcel: 02-0SVO-0007  Serial #: VOTH 7  
Name: MOAB REGIONAL HOSPITAL  
c/o Name: C/ CFO  
Address 1: 450 W WILLIAMS WAY  
Address 2:  
City State Zip: MOAB UT 84532-0000  
Mortgage Co  
Status: Active  

**Property Address**  
SPANISH VALLEY DR 3971 S  
MOAB 84532-0000  
Acres: 1.01  

**Year: 2018**  
**District: 002 SPANISH VALLEY**  
0.010532  

<table>
<thead>
<tr>
<th>Owners</th>
<th>Interest</th>
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<th>Date of Filing</th>
<th>Comment</th>
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<td>11/18/2016</td>
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<table>
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<tr>
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<th>Units/Acres</th>
<th>Market</th>
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<th>Taxes</th>
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<td>180,202</td>
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<table>
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<tr>
<th>Property Type</th>
<th>Year Built</th>
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<td>SFR</td>
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</table>

**** ATTENTION!! ****

Tax Rates for 2018 have been set and approved. All taxes levied shown on this printout for the year 2018 should be correct.

**2018 Values**

<table>
<thead>
<tr>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BS01 RESIDENTIAL SECONDARY</td>
<td>0.00</td>
<td>120,002</td>
<td>120,002</td>
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<tr>
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<td>0</td>
<td>0</td>
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<tr>
<td>LS01 SECONDARY LAND</td>
<td>1.00</td>
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<td>60,000</td>
</tr>
<tr>
<td>LS03 LAND OVER 1 AC.</td>
<td>0.01</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td>1.01</td>
<td>180,202</td>
<td>180,202</td>
</tr>
</tbody>
</table>

**Back Tax Summary**

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal</th>
<th>Specials Total</th>
<th>Penalty</th>
<th>Interest Due</th>
<th>Interest Rate</th>
<th>Total Payments</th>
<th>Total Due</th>
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</thead>
<tbody>
<tr>
<td>2018</td>
<td>1,897.89</td>
<td>0.00</td>
<td>47.45</td>
<td>0.00</td>
<td>0.00%</td>
<td>0.00</td>
<td>1,945.34</td>
</tr>
</tbody>
</table>

**Taxing Description**

LOT 7 VOTH SUBDIVISION 1.01 AC
Application for Property Tax Exemption

This application should be used to apply for exemption from ad valorem (value-based) property tax.

Nonprofit Entity Information

Name of organization applying: MOAB VALLEY HEALTHCARE, INC. DBA MOAB
EIN, SSN, or other tax ID number: 87-0543342

Address: 450 W. WILLIAMS WAY
City: MOAB
State: UT
Zip: 84532

Contact person: PATRICK TRIM, CFO
Telephone: 435-719-3640

Exemption Information

This property is exclusively used for (check one):

☐ Religious purposes
☐ Charitable purposes
☐ Educational purposes
☐ Other (specify) ____________________________

Describe the purpose of this nonprofit organization:

TO PROVIDE MEDICAL CARE AND SERVICES TO THE PUBLIC RESPECTLESS OF RACE, COLOR, ETHNIC ORIGIN, RELIGION, GENDER, SEXUAL ORIENTATION, DISABILITY, OR INABILITY TO PAY FOR SERVICES.

Describe why this property should be exempt from ad valorem property taxes:

ATTACHED LETTER.

Attachments

Attach the following documentation:

1. A certified copy of the Articles of Incorporation of the nonprofit entity.
2. A copy of current by-laws and/or other organizational information.
3. A copy of the 501(c)(3) certification issued by the IRS.
4. Completed schedules as follows:
   - Schedule A — Real Property; one schedule for each parcel of real property under consideration.
   - Schedule B — Personal Property used exclusively for religious, charitable, or educational purposes.
   - Schedule C — Financial information related to the property under consideration; complete only applicable portions.
**Application for Exemption – Real Property**  
**Schedule A**

Complete a separate Schedule A for each parcel of real property under consideration

<table>
<thead>
<tr>
<th>Property Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MOAB VALLEY HEALTHCARE, INC.</strong></td>
</tr>
<tr>
<td>Full name of the owner of record</td>
</tr>
<tr>
<td><strong>87-054-3342</strong></td>
</tr>
<tr>
<td>EIN, SSN, or other tax ID number</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td><strong>435-719-3640</strong></td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td><strong>450 W. WILLIAMS WAY</strong></td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td><strong>MOAB</strong></td>
</tr>
<tr>
<td>State Zip</td>
</tr>
<tr>
<td><strong>UT 84532</strong></td>
</tr>
</tbody>
</table>

**Property Information and Description**

<table>
<thead>
<tr>
<th>Property Location</th>
<th>Property parcel number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>366 RUEBLA COURT</strong></td>
<td><strong>01-0046</strong></td>
</tr>
<tr>
<td>Brief description of parcel</td>
<td></td>
</tr>
<tr>
<td><strong>UNIT 12-B, MILLCREEK PVERUS</strong></td>
<td></td>
</tr>
<tr>
<td>Date the property was acquired</td>
<td></td>
</tr>
<tr>
<td><strong>12. 28. 2017</strong></td>
<td></td>
</tr>
</tbody>
</table>

List separately and describe each building or physical structure on the property

<table>
<thead>
<tr>
<th>Building or structure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>900 SQ. FT. TOWNHOME IN MILLCREEK PVERUS</strong></td>
</tr>
</tbody>
</table>

**Use of Property**

1. Complete this first question separately for each building or structure, use additional sheets as necessary.
   a. Building or structure **900 SQ. FT.**
   b. Activities or functions this building or structure is used for **TEMPORARY STAFF HOUSING FOR MOAB REGIONAL HOSPITAL PHYSICIANS AND CLINICAL STAFF.**
   c. Percentage of building or structure used for this purpose **100%**
   d. Approximate hours per month building or structure is used for this purpose **3 WEEKS/MONTH**
   e. Date use for this purpose began **01.01. 2013**

2. Have all activities/functions listed in 1 continued without interruption since first starting? **X Yes No**
   If no, explain any interim or non-use: ________________________________

3. Is there any use of the property, buildings or structures other than described in 1 above? **X Yes No**
   If yes, describe: ___________________________________________________

4. Is all or part of the property, buildings or structures rented or leased? **X Yes No**
   If yes, answer the following.
   a. Name of person or entity renting or leasing the property **VARIOUS STAFF**
   b. Describe the portion that is rented or leased **100%**
   c. Amount of rent or other compensation received **$350.00/MONTH RENT TO MOAB VALLEY HEALTHCARE, INC. TO OWN PROPERTY**
   d. How is the rent or compensation determined? **RENT IS 70% OF MOAB VALLEY HEALTHCARE, INC. TO OWN PROPERTY**

**Attachments**  
Attach the following items

1. A copy of the legal description of the real property under consideration.
2. A current photograph of the real property under consideration.
April 20, 2018

Grand County Board of Equalization
c/o Debbie Swayne
Grand County Assessor
125 E. Center Street
Moab, UT 84532

Re. Supplemental Description of Basis for Property Tax Exemption Request for Temporary Staff Housing Owned by Moab Regional Hospital – Parcel Nos. 02-0SV0-0007 and O1-0MIL-0046

Dear Debbie,

This letter serves as supplemental “Exemption Information” responsive to Moab Valley Healthcare, Inc., dba Moab Regional Hospital (“MRH”)’s Application for Property Tax Exemption submitted herewith. Pursuant to Utah Code § 59-2-1101 and the attached Application, MRH requests tax exemption from the Grand County Board of Equalization for two properties (Parcel Nos. 02-0SV0-0007 and 01-0MIL-0046) owned by MRH and used exclusively for temporary housing for essential medical specialists, physicians, and clinical employees, for tax year 2018 and into the future. See also Utah Code § 59-2-1102.

The County Assessor’s office has previously denied MRH exemption for these properties because they are used for housing rather than medical facilities. However, as established herein, the County’s position is contrary to Utah law. As established by the Utah Supreme Court, temporary housing used by a non-profit organization for essential staff may qualify as an exclusively charitable use under facts similar to those at issue here.

As you know, both Utah code and the Utah constitution exempt property used for charitable purposes from taxation because the state and its residents derive a particular benefit from such use. See Parker v. Quinn, 64 P. 961 (Ut. 1901); Yorgason v. Cty Bd. of Equalization of Salt Lake Cty., et al., 714 P.2d 653, 657 (Utah 1986). The particular use of the subject property is the controlling factor when determining whether the exclusive use exemption should be applied to property owned by a nonprofit entity. More particularly, the analysis centers around whether that use serves charitable purposes or merely provides a private benefit. See, e.g., Odd Fellows’ Bldg. Ass’n v. Naylor, 177 P. 214 (Ut. 1918); Yorgason, 714 P.2d at 657. In addition, improvements appurtenant to healthcare facilities and support facilities that enhance and improve the organization’s mission are eligible for tax exemption. See e.g. Utah Tax Commission Standard 2.17.0 (the exemption extends to all use of the property that directly serves the
charitable mission of the organization, including parking, landscaping, and other property improvements); Utah State House Bill 405, line 156 (unenacted, 2018).

In 1985, the Utah Supreme Court articulated six factors to consider when determining which an organization is using property exclusively for charitable purposes, including, in relevant part: 1) whether the recipients of the charity are restricted or unrestricted; 2) if restricted, whether the restriction bears a reasonable relationship to the entity’s charitable objectives; 3) whether the recipients of the charity are required to pay for the assistance received, in whole or in part; and 4) whether the income received produces a profit in the sense that the income exceeds operating and long-term maintenance expenses. Utah County v. IHC, 709 P.2d 265, 269 (Utah 1985).

Application of the IHC balancing test supports MRH’s exemption request for the subject properties, which provide housing for essential employees, all of whom are critical in helping MRH fulfill its mission of providing affordable and accessible health care to all individuals. See also Yorgason, 714 P.2d at 653 (exemption extends to property rented by a nonprofit entity as low-income housing at subsidized rates to poor and elderly people). Generally, the housing is temporary in nature, rented at below-market rates, and important for allowing visiting specialists to continue to trek to Moab once or twice a month from various parts of the State to treat MRH patients (who would otherwise not find the same care in Southeast Utah) and providing new physicians and clinical employees with an affordable option while they seek permanent housing.

More specifically, under the first prong of the test set forth above, MRH restricts use of the properties to a) visiting specialists, and b) new physicians and clinical employees who are seeking permanent housing. Third and/or unrelated parties are not entitled to use MRH’s staff housing, and MRH does not rent these properties for income or investment. Compare Corp. of Episcopal Church in Utah v. Utah State Tax Comm., 919 P.2d 556, 559-560 (Utah 1996) (vacant land for investment purposes not entitled to exemption); Odd Fellows, 177 P. 217 (where property rented by third parties and not used by the organization for its own use, there is a private benefit).

Secondly, the properties are critical in helping MRH meet its charitable objectives. MRH uses the properties to improve its medical services via highly qualified employees. These properties are one reason that MRH is able to recruit competent specialists, physicians, and clinical staff to rural Southeast Utah, a purpose which benefits the greater Moab-area community. It is undisputed that we have a housing crisis in Moab, which affects the ability of employers, including MRH, to attract qualified employees. Thus, the use of the subject properties for housing of essential hospital employees directly serves and supports MRH’s charitable mission by ensuring access to high quality medical services and providers.

Under the third prong of the above test, visiting physicians do not pay for the temporary housing and new staff pay rent that is below market rates (and less than MRH’s cost to maintain the properties). Rental periods are short-term, from one to six months. MRH also furnishes the properties and pays for all of the utilities, property taxes, insurance, repairs, and maintenance. See, e.g. Utah Tax Commission Standard 2.17.7 (residences of clergy exempt if the religious
organization pays all utilities, insurance, repairs and all other costs and expenses related to the care and maintenance of the premises and facilities); R884-24P-40A.

Finally, MRH does not make profit on these properties. Instead, the operating and maintenance expenses for the properties exceed the revenue generated. Specially, regarding 366 Pueblo Court, when rented, MRH recoups about 70% of its costs ($1,211.50 per month) in rent ($850.00 per month). Regarding 3971 Spanish Valley Drive, when rented, MRH just breaks even on its costs ($1,497 per month). Also, on average, due to the use of the properties for temporary staff housing, MRH rents the properties about 70% of the time. Thus, MRH is not fully realizing the monthly rental prices referenced above.

While it is true that the exclusive use exemption does not apply to the rental of property to third parties unrelated to the organization itself for the purpose of generating revenue, that is not the case here. MRH restricts use of the subject properties to essential staff, which is critical in helping MRH fulfill its mission to provide qualify care to individuals regardless of their ability to pay, which housing is rented on a temporary basis at below-market rates at prices that are less than MRH’s cost.

We appreciate the Board of Equalization’s willingness to consider MRH’s request, and we look forward to a fruitful cooperation with the County that furthers our mutual goals of improving the lives of Grand County residents.

Sincerely,

THE SLOAN LAW FIRM, PLLC

Christina R. Sloan

CRS/
Attachments
cc: Patrick Trim, CFO, Moab Regional Hospital
Application for Exemption – Real Property
Schedule A

Complete a separate Schedule A for each parcel of real property under consideration.

Property Owner

Full name of the owner of record
MOAB VALLEY HEALTHCARE, INC.

Address
450 W. WILLIAMS WAY

City
MOAB

Property Information and Description

Property Location
366 PUEBLO COURT

Brief description of parcel
UNIT 12-B, MILLCREEK PUEBLOS

List separately and describe each building or physical structure on the property
900 SQ. FT. TOWNHOME IN MILLCREEK PUEBLOS.

Use of Property

1. Complete this first question separately for each building or structure, use additional sheets as necessary.
   a. Building or structure 900 SQ. FT.
   b. Activities or functions this building or structure is used for TEMPORARY STAFF HOUSING FOR MOAB REGIONAL HOSPITAL PHYSICIANS AND CLINICAL STAFF.
   c. Percentage of building or structure used for this purpose 100%
   d. Approximate hours per month building or structure is used for this purpose 3 WEEKS/MONTH
   e. Date use for this purpose began 01.01.2013

2. Have all activities/functions listed in 1 continued without interruption since first starting? X Yes _ No
   If no, explain any interim or non-use: 

3. Is there any use of the property, buildings or structures other than described in 1 above? _ Yes X No
   If yes, describe: 

4. Is all or part of the property, buildings or structures rented or leased? X Yes _ No
   If yes, answer the following:
   a. Name of person or entity renting or leasing the property VARIOUS STAFF
   b. Describe the portion that is rented or leased 100%
   c. Amount of rent or other compensation received $350.00/MONTH RENT IS 70% OF MOAB VALLEY HEALTHCARE, INC. TO OWN
   d. How is the rent or compensation determined? 

Attachments Attach the following items

1. A copy of the legal description of the real property under consideration.
2. A current photograph of the real property under consideration.
LOCATED AT
3971 Spanish Valley Dr
Moab, UT 84532
Lot 7 Voth Subdivision
MAIL TAX NOTICE TO:
Claudine Seever
3971 Spanish Valley Drive
Moab, UT 84532

WARRANTY DEED RESERVING LIFE ESTATE

KNOW ALL MEN BY THESE PRESENTS: that, on this 17th day of November 2016, and for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CLAUDINE SEEVER does hereby grant, bargain, sell, convey and warrant against all who claim by, through, or under Grantor, unto MOAB REGIONAL HOSPITAL ("Grantee" or "MRH") a REMAINDER ESTATE in and to the following described parcel of real property together with improvements, if any, situate lying and being in the Grand County, Utah:

Lot 7, Voith Subdivision, according to the official plat thereof (Parcel No. 02-0SV0-0007);

EXCEPTING therefrom all coal and other minerals;

Also known as 3971 Spanish Valley Drive, Moab, Utah 84532;

Subject to easements, reservations, rights-of-way and restrictions however evidenced;

SUBJECT to the reservation of a LIFE ESTATE to Grantor, together with the right to use and occupy the following real property and collect the rents or other income therefrom so long as Grantor shall live, and for her natural life, and

SUBJECT to the following Deed Restriction:

If MRH retains the real property, it may use it for any general purpose including staff housing or development of an additional facility. Upon sale of the real property by MRH, the proceeds shall be split equally between the MRH Hospice Program and the MRH Primary Care Clinic (with Dr. Ken Williams as Trustee if still associated with the Primary Care Clinic);

TO HAVE AND TO HOLD unto Grantee, its heirs and assigns, in fee simple, forever.

IN WITNESS WHEREOF, Grantor executes this Warranty Deed Reserving Life Estate as of the first date stated above.

Claudine Seever

STATE OF UTAH )
COUNTY OF GRAND ) ss

The foregoing Deed was acknowledged before me this 17th day of November 2016 by Claudine Seever, as Grantor.

WITNESS my hand and seal.

CHRISTINA SLOAN
Notary Public - State of Utah
Comm. No. 691388
My Commission Expires on Nov 3, 2020
This document is a tax roll master record for the property located in Moab, Utah. The property is identified as Parcel: 01-0MIL-0046, Serial #: MILLCREEK PBL 12-B, Entry: 527540. It is owned by MOAB VALLEY HEALTHCARE and located at 84532-0000.

The property information includes the following:
- **Property Address**: PUEBLO CT 366, MOAB, UT 84532-0000
- **Acres**: 0.00
- **Year**: 2018
- **District**: 001 MOAB CITY
- **Mortgage Co**: Active

**Owners Information**
- MOAB VALLEY HEALTHCARE: Entry 527540, Date of Filing: 12/28/2017
- MOAB REGIONAL HOSPITAL: Entry 527540, Date of Filing: 12/28/2017

**Property Information**

<table>
<thead>
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<th>Property Type</th>
<th>Year Built</th>
<th>Square Footage</th>
<th>Basement Size</th>
<th>Building Type</th>
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<tr>
<td>BS01 RESIDENTIAL SECONDARY</td>
<td>1,136</td>
<td></td>
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<td>SFR</td>
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**2018 Values & Taxes**

<table>
<thead>
<tr>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
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<td>149,000</td>
<td>1,569.27</td>
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<td>0.00</td>
<td>79,500</td>
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<td>837.29</td>
</tr>
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</table>

**Totals**: 0.00 228,500 228,500 2,466.72

**2017 Values & Taxes**

<table>
<thead>
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<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
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</thead>
<tbody>
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<td>0.00</td>
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</tr>
<tr>
<td>0.00</td>
<td>79,500</td>
<td>79,500</td>
<td>867.27</td>
</tr>
</tbody>
</table>

**Totals**: 0.00 183,353 183,353 2,000.20

**Back Tax Summary**

<table>
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<tr>
<th>Year</th>
<th>Principal</th>
<th>Specials Total</th>
<th>Penalty</th>
<th>Interest Due</th>
<th>Interest Rate</th>
<th>Total Payments</th>
<th>Total Due</th>
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<tbody>
<tr>
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<td>0.00</td>
<td>0.00%</td>
<td>2,466.72</td>
<td>2,466.72</td>
</tr>
<tr>
<td>Totals:</td>
<td>2,406.56</td>
<td>0.00</td>
<td>60.16</td>
<td>0.00</td>
<td>0.00%</td>
<td>2,466.72</td>
<td>2,466.72</td>
</tr>
</tbody>
</table>

**DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS.** For taxing purposes only. Consult property deeds for full legal description.

**Attention!!**

Tax Rates for 2018 have been set and approved. All levied taxes and values shown on this printout for the year 2018 should be correct.

**Review Date**: 04/19/2017

**Back Taxes Owning!**

**Taxing Description**

UNIT 12-B MILLCREEK PUEBLO; SEC 1 T26S R21E
This application should be used to apply for exemption from ad valorem (value-based) property tax.

### Nonprofit Entity Information

<table>
<thead>
<tr>
<th>Name of organization applying</th>
<th>EIN, SSN, or other tax ID number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moab Valley Healthcare, Inc.</td>
<td>87-0543242</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Tax year</th>
</tr>
</thead>
<tbody>
<tr>
<td>450 W. Williams Way</td>
<td>2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moab</td>
<td>UT</td>
<td>84522</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact person</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick Trim, CFO</td>
<td>435. 719. 2640</td>
</tr>
</tbody>
</table>

This property is exclusively used for (check one):

- [ ] Religious purposes
- [x] Charitable purposes
- [ ] Educational purposes
- [ ] Other (specify)

Describe the purpose of this nonprofit organization:

To provide medical care and services to the public regardless of race, color, ethnic origin, religion, gender, sexual orientation, disability, or inability to pay for services.

Describe why this property should be exempt from ad valorem property taxes:

[Attached letter].

### Attachments

Attach the following documentation:

1. A certified copy of the Articles of Incorporation of the nonprofit entity.
2. A copy of current by-laws and/or other organizational information.
3. A copy of the 501(c)(3) certification issued by the IRS.
4. Completed schedules as follows:
   - **Schedule A** – Real Property; one schedule for each parcel of real property under consideration.
   - **Schedule B** – Personal Property used exclusively for religious, charitable, or educational purposes.
   - **Schedule C** – Financial information related to the property under consideration; complete only applicable portions.
Application for Exemption – Real Property
Schedule A

Complete a separate Schedule A for each parcel of real property under consideration

Property Owner
Full name of the owner of record: MOAB REGIONAL HOSPITAL
EIN, SSN, or other tax ID number: 87-054-3342
Address: 450 W. Williams Way
Telephone: 435.719.3640
City: MOAB
State: UT
Zip: 84532

Property Information and Description
Property Location: 3971 SPANISH VALLEY DRIVE
Property parcel number: 02-050-0-007
Brief description of parcel: DUPLEX
Date the property was acquired: 11/28/2016
Acreage: 1.01

Use of Property
1. Complete this first question separately for each building or structure, use additional sheets as necessary.
   a. Building or structure: DUPLEX
   b. Activities or functions this building or structure is used for: TEMPORARY STATE HOUSING FOR MOAB REGIONAL HOSPITAL PHYSICIANS AND CLINICAL STAFF
   c. Percentage of building or structure used for this purpose: 100%
   d. Approximate hours per month building or structure is used for this purpose: 2 WEEKS/MONTH
   e. Date use for this purpose began: 01.01.2018
2. Have all activities/functions listed in 1 continued without interruption since first starting? Yes No
   If no, explain any interim or non-use:
3. Is there any use of the property, buildings or structures other than described in 1 above? Yes No
   If yes, describe:
4. Is all or part of the property, buildings or structures rented or leased? Yes No
   If yes, answer the following.
   a. Name of person or entity renting or leasing the property: VARIOUS STAFF
   b. Describe the portion that is rented or leased: 100%
   c. Amount of rent or other compensation received: $950/MONTH (2-BEDROOM), $650/MONTH
   d. How is the rent or compensation determined?: MOAB REGIONAL HOSPITAL (1-BEDROOM)

Attachments
Attach the following items
1. A copy of the legal description of the real property under consideration.
2. A current photograph of the real property under consideration.
April 20, 2018

Grand County Board of Equalization
c/o Debbie Swasey
Grand County Assessor
125 E. Center Street
Moab, UT 84532

Re. Supplemental Description of Basis for Property Tax Exemption Request for Temporary Staff Housing Owned by Moab Regional Hospital – Parcel Nos. 02-0SVO-0007 and 01-0MIL-0046

Dear Debbie,

This letter serves as supplemental “Exemption Information” responsive to Moab Valley Healthcare, Inc., dba Moab Regional Hospital (“MRH”)’s Application for Property Tax Exemption submitted herewith. Pursuant to Utah Code § 59-2-1101 and the attached Application, MRH requests tax exemption from the Grand County Board of Equalization for two properties (Parcel Nos. 02-0SVO-0007 and 01-0MIL-0046) owned by MRH and used exclusively for temporary housing for essential medical specialists, physicians, and clinical employees, for tax year 2018 and into the future. See also Utah Code § 59-2-1102.

The County Assessor’s office has previously denied MRH exemption for these properties because they are used for housing rather than medical facilities. However, as established herein, the County’s position is contrary to Utah law. As established by the Utah Supreme Court, temporary housing used by a non-profit organization for essential staff may qualify as an exclusively charitable use under facts similar to those at issue here.

As you know, both Utah code and the Utah constitution exempt property used for charitable purposes from taxation because the state and its residents derive a particular benefit from such use. See Parker v. Quinn, 64 P. 961 (Ut. 1901); Yorgason v. Cty Bd. of Equalization of Salt Lake Cty., et al., 714 P.2d 653, 657 (Utah 1986). The particular use of the subject property is the controlling factor when determining whether the exclusive use exemption should be applied to property owned by a nonprofit entity. More particularly, the analysis centers around whether that use serves charitable purposes or merely provides a private benefit. See, e.g., Odd Fellows’ Bldg. Ass’n v. Naylor, 177 P. 214 (Ut. 1918); Yorgason, 714 P.2d at 657. In addition, improvements appurtenant to healthcare facilities and support facilities that enhance and improve the organization’s mission are eligible for tax exemption. See e.g. Utah Tax Commission Standard 2.17.0 (the exemption extends to all use of the property that directly serves the
charitable mission of the organization, including parking, landscaping, and other property improvements); *Utah State House Bill 405*, line 156 (unenacted, 2018).

In 1985, the Utah Supreme Court articulated six factors to consider when determining which an organization is using property exclusively for charitable purposes, including, in relevant part: 1) whether the recipients of the charity are restricted or unrestricted; 2) if restricted, whether the restriction bears a reasonable relationship to the entity’s charitable objectives; 3) whether the recipients of the charity are required to pay for the assistance received, in whole or in part; and 4) whether the income received produces a profit in the sense that the income exceeds operating and long-term maintenance expenses. *Utah County v. IHC*, 709 P.2d 265, 269 (Utah 1985).

Application of the IHC balancing test supports MRI-I’s exemption request for the subject properties, which provide housing for essential employees, all of whom are critical in helping MRH fulfill its mission of providing affordable and accessible health care to all individuals. See also *Yorgason*, 714 P.2d at 653 (exemption extends to property rented by a nonprofit entity as low-income housing at subsidized rates to poor and elderly people). Generally, the housing is temporary in nature, rented at below-market rates, and important for allowing visiting specialists to continue to trek to Moab once or twice a month from various parts of the State to treat MRI patients (who would otherwise not find the same care in Southeast Utah) and providing new physicians and clinical employees with an affordable option while they seek permanent housing.

More specifically, under the first prong of the test set forth above, MRH restricts use of the properties to a) visiting specialists, and b) new physicians and clinical employees who are seeking permanent housing. Third and/or unrelated parties are not entitled to use MRH’s staff housing, and MRH does not rent these properties for income or investment. Compare Corp. of *Episcopal Church in Utah v. Utah State Tax Comm.*, 919 P.2d 556, 559-560 (Utah 1996) (vacant land for investment purposes not entitled to exemption); *Odd Fellows*, 177 P. 217 (where property rented by third parties and not used by the organization for its own use, there is a private benefit).

Secondly, the properties are critical in helping MRH meet its charitable objectives. MRH uses the properties to improve its medical services via highly qualified employees. These properties are one reason that MRH is able to recruit competent specialists, physicians, and clinical staff to rural Southeast Utah, a purpose which benefits the greater Moab-area community. It is undisputed that we have a housing crisis in Moab, which affects the ability of employers, including MRH, to attract qualified employees. Thus, the use of the subject properties for housing of essential hospital employees directly serves and supports MRH’s charitable mission by ensuring access to high quality medical services and providers.

Under the third prong of the above test, visiting physicians do not pay for the temporary housing and new staff pay rent that is below market rates (and less than MRH’s cost to maintain the properties). Rental periods are short-term, from one to six months. MRH also furnishes the properties and pays for all of the utilities, property taxes, insurance, repairs, and maintenance. See, e.g. *Utah Tax Commission Standard 2.17.7* (residences of clergy exempt if the religious
Finally, MRH does not make profit on these properties. Instead, the operating and maintenance expenses for the properties exceed the revenue generated. Specially, regarding 366 Pueblo Court, when rented, MRH recoups about 70% of its costs ($1,211.50 per month) in rent ($850.00 per month). Regarding 3971 Spanish Valley Drive, when rented, MRH just breaks even on its costs ($1,497 per month). Also, on average, due to the use of the properties for temporary staff housing, MRH rents the properties about 70% of the time. Thus, MRH is not fully realizing the monthly rental prices referenced above.

While it is true that the exclusive use exemption does not apply to the rental of property to third parties unrelated to the organization itself for the purpose of generating revenue, that is not the case here. MRH restricts use of the subject properties to essential staff, which is critical in helping MRH fulfill its mission to provide quality care to individuals regardless of their ability to pay, which housing is rented on a temporary basis at below-market rates at prices that are less than MRH’s cost.

We appreciate the Board of Equalization’s willingness to consider MRH’s request, and we look forward to a fruitful cooperation with the County that furthers our mutual goals of improving the lives of Grand County residents.

Sincerely,

THE SLOAN LAW FIRM, PLLC

Christina R. Sloan
Mail Tax Notice to: Moab Valley Healthcare dba Moab Regional Hospital

PO BOX 998 MOAB, UT 84532

WARRANTY DEED

File Number: 11042

Brent Fowler and Christine Fowler, GRANTOR(S), whose address is 5343 S Baywood Circle, Salt Lake City, UT 84117 hereby CONVEY(S) AND WARRANT(S) to Moab Valley Healthcare dba Moab Regional Hospital, GRANTEE(S) whose address is PO BOX 998, Moab, UT 84532 for the sum of ($10.00) Ten Dollars and No Cents and other good and valuable considerations the following described tract of land in Grand County, State of Utah, to-wit:

Grand County, Utah:

Unit 12-8, MILLCREEK PUEBLO, a Condominium Development located in the Southeast ¼ Southeast ¼ Section 1, Township 26 South, Range 21 East, SLM, according to the official plat thereof. Together with an undivided interest in the "Common Area", as set forth in the official plat thereof, filed for record as Entry No. 439016 in Book 498 at Page 3, and the Declaration of Covenants, Conditions and Restrictions, Millcreek Pueblo, a Planned Unit Development, recorded February 18, 1997 in Book 498 at Page 67, as Entry No. 439039. (Parcel No. 01-0MIL-0046)

Subject to easements, restrictions, and rights of way, however evidenced.

WITNESS the hand of said Grantor, this 26th day of December, 2017.

[Signatures]

Brent Fowler
Christine Fowler

State of Utah )
County of Salt Lake ss.

On the 27th day of December, 2017, personally appeared before me, Brent Fowler and Christine Fowler, the signa(t)s of the foregoing Warranty Deed who duly acknowledged before me that he/she/they executed the same.

[Notary Public]

My commission expires: 4/24/18
Residing in: UT

JOHN FLETCHER
Notary Public
State Of Utah
My Commission Expires April 24, 2018
COMMISSION NUMBER 675885
LOCATED AT
366 E Pueblo Ct
Moab, UT 84532
Unit 12-B Millcreek Pueblo; Sec 1 T26S R21E
ARTICLES OF INCORPORATION

OF

MOAB VALLEY HEALTHCARE, INC.

The undersigned adult natural person, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Utah Nonprofit Corporation and Cooperative Association Act and adopts the following Articles of Incorporation.

FIRST: Name. The name of the Corporation is MOAB VALLEY HEALTHCARE, INC.

SECOND: Duration. The Corporation shall have perpetual existence.

THIRD: Purposes. The Corporation is organized and at all times hereafter shall be operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended, and Section 59-13-4(4) of the Utah Code Annotated, as amended, in particular for the following purposes:

1. Purchase, construct, lease, maintain and operate medical facilities, including clinics and hospitals on a nonprofit basis.

2. Arrange for medical services to rural communities where traditional services are not available, including funding any programs which will encourage health practitioners to locate in or otherwise provide services to rural communities.

3. Provide management services to clinics and hospitals owned and/or operated by other nonprofit institutions and government agencies.

4. Carry out all other necessary and proper functions to accomplish the foregoing objectives, including the power to borrow money, solicit donations, purchase and sell supplies and equipment, and sublease and/or subcontract building and services.

Notwithstanding the foregoing provisions, no substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to
influence legislation; nor shall the Corporation participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. Furthermore, the Corporation may exercise only those powers granted by federal and state law which are in furtherance of its exempt purposes set forth herein.

FOURTH: Powers. In furtherance of the foregoing purposes and objectives (but not otherwise) and subject to the restrictions set forth herein, the Corporation shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Utah and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by law.

FIFTH: No Members. The Corporation shall have no members.

SIXTH: No Shares. The Corporation shall not issue shares of stock.

SEVENTH: Earnings. No part of the net earnings, if any, of the Corporation shall inure to the benefit of or be distributable to any trustee or officer of the Corporation, or any other individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the Corporation affecting one or more of its purposes), and no trustee or officer of the Corporation, or any other individual, shall be entitled to share in any distribution of any of the corporate assets on dissolution of the Corporation or otherwise.

EIGHTH: Limitations. Notwithstanding any other provision herein, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code or by a trust or corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, and, during any period of time in which the Corporation is a "private foundation," as defined in Section 509(a) of the Internal Revenue Code:

(a) The Corporation shall not engage in any act of "self-dealing," as defined in Section 4941(d) of the
Internal Revenue Code, so as to give rise to any liability for the tax imposed by Section 4941(a) of the Internal Revenue Code;

(b) The Corporation shall make distributions for each taxable year at such time and in such manner so as not to become subject to the tax imposed by Section 4942(a) of the Internal Revenue Code;

(c) The Corporation shall not retain any "excess business holdings," as defined in Section 4943(c) of the Internal Revenue Code, so as to give rise to any liability for the tax imposed by Section 4943(a) of the Internal Revenue Code;

(d) The Corporation shall not make any investments which would jeopardize the carrying out of any of the exempt purposes of the Corporation, within the meaning of Section 4944 of the Internal Revenue Code, so as to give rise to any liability for the tax imposed by Section 4944(a) of the Internal Revenue Code; and

(e) The Corporation shall not make any "taxable expenditure," as defined in Section 4945(d) of the Internal Revenue Code, so as to give rise to any liability for the tax imposed by Section 4945(a) of the Internal Revenue Code.

NINTH: Dissolution. On dissolution of the Corporation, all of its assets remaining after payment of or provision for all of its liabilities shall be paid over or transferred to one or more exempt organizations described in Section 501(c)(3) of the Internal Revenue Code, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code. The organizations to receive such property shall be designated by the board of trustees.

TENTH: Internal Revenue Code. All references herein to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and shall include the corresponding provisions of any subsequent federal tax laws.
ELEVENTH: Initial Registered Agent and Address.
The name and address of the initial registered agent of the Corporation are as follows:

Mark R. Stoddard
549 North 400 East
Nephi, Utah 84648

TWELFTH: Board of Trustees. The management of the affairs of the Corporation shall be vested in a board of trustees, except as otherwise provided in the Utah Nonprofit Corporation and Cooperative Association Act, these articles of incorporation or the bylaws of the Corporation. The number of trustees, their classifications, if any, their terms of office and the manner of their election or appointment shall be determined according to the bylaws of the Corporation from time to time in force. In no event shall any trustee have any personal liability for any debt or liability of the Corporation. Three trustees shall constitute the initial board of trustees. Their names and addresses are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark R. Stoddard</td>
<td>549 North 400 East</td>
</tr>
<tr>
<td></td>
<td>Nephi, Utah 84648</td>
</tr>
<tr>
<td>Gaylord K. Swim</td>
<td>1095 South 800 East #4</td>
</tr>
<tr>
<td></td>
<td>Orem, Utah 84058</td>
</tr>
<tr>
<td>Patti Banks</td>
<td>549 North 400 East</td>
</tr>
<tr>
<td></td>
<td>Nephi, Utah 84648</td>
</tr>
</tbody>
</table>

THIRTEENTH: Bylaws. The initial bylaws of the Corporation shall be as adopted by the board of trustees. Such board shall have power to alter, amend or repeal the bylaws from time to time in force, and to adopt new bylaws. Such bylaws may contain any provisions for the regulation or management of the affairs of the Corporation which are not inconsistent with law or these articles of incorporation, as the same from time to time may be amended. However, no bylaw at any time in effect, and no amendment to these articles, shall have the effect of giving any trustee or officer of this Corporation any proprietary interest in the Corporation's property or assets, whether during the term of the Corporation's existence or as an incident to its dissolution.
FOURTEENTH: Incorporator. The name and address of the incorporator is as follows:

NAME: Mark R. Stoddard
ADDRESS: 549 North 400 East
          Nephi, Utah 84648

FIFTEENTH: Headings. The descriptive article headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision herein.

DATED: May 22, 1995

REGISTERED AGENT: Mark R. Stoddard
INCORPORATOR: Mark R. Stoddard

VERIFICATION

STATE OF UTAH )
COUNTY OF JUAB ) ss.

I, Kathy Rice, a Notary Public, hereby certify that on the 22 day of May, 1995, personally appeared before me Mark R. Stoddard, who being by me first duly sworn declared that he was the person who signed the foregoing document as incorporator and registered agent and that the statements therein contained are true.

KATHY RICE
Notary Public
Dear Applicant:

Based on the information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in the section(s) indicated above.

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send a copy of the amended document or bylaws to your key district. Also, you should inform your key district office of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act.

Because you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.
Bylaws

Of

Moab Valley Healthcare, Inc

As Enacted by the Board of Directors
On June 26, 2008

Amendments Through 15 May 2014
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ARTICLE 1: NAME, OFFICES AND SEAL

Section 1.01 Name:

The name of the Corporation is MOAB VALLEY HEALTHCARE, INC.

Section 1.02 Purposes:

The Corporation is organized as a non-profit corporation for the purpose of providing medical services to the public without regard to race, color, ethnic origin, religion, age, sex, sexual orientation, marital status, disability, or inability to pay for services. The Corporation at all times shall be operated to fully comply with all practices required by the U.S. Internal Revenue Service for nonprofit corporations, including but not limited to Internal Revenue Code section 501(c)(3).

Section 1.03 Business Offices:

The principal office of the Corporation in Utah shall be located at 450 Williams Way, Moab, Utah 84532. The Corporation may have such other offices, either within or outside Utah, as the Board of Directors may designate.

Section 1.04 Registered Office:

The registered office of the Corporation shall be the same as the principal office.

Section 1.05 Seal:

The seal of the Corporation shall be circular in form and shall bear on its outer edge the words “Moab Valley Healthcare, Inc.” and in the center the words and figures “Corporate Seal – 1995 – Utah”. The Directors may change the form of the seal or the inscription thereon at their pleasure.

Article 2: Members

Section 2.01 No Members:

The corporation shall have no members.

Article 3: Board of Directors

Section 3.01 General Powers:
The business and affairs of the Corporation shall be managed by its Board of Directors, except as otherwise provided in the Utah Revised Nonprofit Corporation Act, the Articles of Incorporation or these Bylaws.

Section 3.02 Number, Appointment, Tenure, Qualifications and Conduct:

(a) The number of directors of the Corporation shall be not less than five and not more than 11. Within this range, the board may increase or decrease the number of directors from time to time by majority vote in any board meeting without further amendment of these bylaws.

Directors must be at least eighteen years old and shall be residents of the State of Utah. Unless otherwise approved by a majority vote of the Board, at least two-thirds of the Directors must be residents of the primary service area of Moab Regional Hospital and its related or successor health care facilities, which shall include Grand County, northern San Juan County, and eastern Emery County, State of Utah. No current employee of Moab Valley Healthcare, Inc. (except Physician employees if elected pursuant to (c) below) may be a member of the Board of Directors.

(b) A director’s term of office shall be three (3) years, commencing July 1 and ending June 30 three (3) years thereafter, and directors may be elected to three (3) successive terms. Following the expiration of three (3) successive terms, an incumbent Director must leave service on the Board for a period of not less than 12 consecutive calendar months, after which he/she may be elected to any vacancy that may occur on the board. Elections of Directors shall be carried out in accordance with Section 3.03 below.

(c) A minimum of One Directorship shall be elected from the membership (active, adjunct or associate) of the Medical Staff of Moab Regional Hospital. In order to facilitate such election, the Medical Staff shall nominate up to three members of its staff as candidates for such directorship. The nominees may include the then-current Chief of the Medical Staff (but are not required to include such person). The Board shall elect one such nominee to fill the Medical Staff position on the Board. Said Director shall serve one or more terms on the Board as provided above. Approval and election of such nominated persons to the Board shall remain the discretion of the Board. While it is the desire and intent of these Bylaws that a Physician or other Health Care Provider will be a member of the Board, said nominee shall be subject to election under 3.03 below. Nothing contained herein shall limit the right of any member of the Medical Staff to also request consideration for election to any other Directorship as it may come vacant.

(d) Each officer, director and executive of Moab Valley Healthcare shall be obligated to conduct themselves and their business affairs in compliance with the Moab Valley Healthcare policies on ethics, conflicts of interest, and business behavior as such policies may be promulgated from time to time. In general principle, each of the above shall deal with each other in a forthright, transparent, truthful and ethical manner in all dealings.
(e) Except as specifically authorized by the Board of Directors, no Board member, Board chair or officer of the corporation shall be authorized to execute or enter into any contracts or obligations on behalf of the corporation. Notwithstanding the foregoing the Chief Executive Officer and Chief Financial Officer of the corporation shall be authorized to enter into any contracts considered to be in the ordinary course of the business of operations of the Hospital or its clinics, subject to policies as approved by the Board of Directors from time to time. This authorization shall include, but is not limited to, contracts with third party payors, supply contracts or agreements, maintenance contracts, utilities, third party vendors of operational services, contracts in furtherance of the annual budget priorities including capital equipment as approved by the board, and the like.

Section 3.03 Elections, Resignations, Removals and Vacancies:

(a) Except as otherwise described above, nominations for members to serve on the Board of Directors may be made to the Chair of the Board by any person.

(b) Vacancies on the Board due to death, resignation, non-reelection, term limitations as defined in 3.02 (b), loss of qualifying status or other cause shall be filled by election by the remaining members of the Board. Re-election or Election to the Board shall require a three-fourths affirmative vote by the remaining members. All elections required under these Bylaws shall be conducted in any regular or special meeting of the Board at which such election shall have been listed on the agenda of such meeting as provided in Section 3.05. Such election shall be conducted at the meeting by closed secret ballot.

(c) Directors elected to fill vacancies shall hold office until the next annual meeting of the Board, at which time successors shall be elected in the manner provided for in the case of original elections and they shall then hold office for the remainder of the term of the Director who created the vacancy.

(d) Any director may resign at any time by giving written notice to the Chair of the Board. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(e) Unless formally excused by a majority vote of the Board of Directors, absence of any director (i) from any two consecutive, regularly scheduled Board of Directors meetings or (ii) from three regularly scheduled Board of Directors meetings during any twelve month period shall be automatically considered a resignation constituting a vacancy to be filled immediately by the board.

(f) Any Director may be removed at any time, with or without cause, by a three-fourths (75%) vote of the entire Board of Directors.
(f) The board shall have the power, by majority vote in any meeting, to exclude any board member, whether voting or not voting, from any portion of discussion of an issue (whether in open session or executive session). The exercise of such exclusion power shall be undertaken only for the following reasons:

1. Discussion or voting on an item for which the excluded member has a conflict of interest as determined in the under the terms of section article 6 of these bylaws; or

2. Discussion of indemnification issues pursuant to Article 5 of the bylaws; or

3. Discussion of the excluded member's performance (whether as a board member or otherwise); or

4. Discussion of the excluded member's personal behavior to the extent that it affects or reflects on the activities, reputation or operations of the Corporation; or

5. Discussion of compensation, retention, or reimbursement of expenses for the excluded member.

6. The above categories shall be interpreted broadly to permit the board to engage in open discussion of the excluded member for the purposes defined above.

Section 3.04 Meetings:

(a) Regular meetings of the Board shall be held at least nine (9) times per year, as determined by the Board from time to time, at the Hospital or at such other location as may be designated by the Chair. The July meeting of the Board shall be the Annual Meeting of the Board.

(b) Special meetings may be called by the Chair, the President, or upon written request by one-third of the Directors. Notice of special meetings shall be given to Directors by the means specified for other meetings. No business other than that stated in the notice may be transacted at such special meetings.

(c) A Director may participate in a meeting by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, if such means are available for use at the regular meeting location of the Board. The Board, or its Chair or staff, need not make special arrangements or change location to accommodate such telephonic attendance. Participation in a meeting by such means constitutes presence in person at the meeting.
(d) Any action that may be taken or is required to be taken at a meeting of the Board may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Directors. The Secretary shall file such written consents with the minutes of the proceedings of the Board. Such consents shall have the same effect as a unanimous vote of the Board for all purposes.

(e) Conduct of meetings: Meetings shall be conducted in general compliance with the procedural rules of the most recent version of Roberts Rules of Order, except as otherwise specified by the Board either by resolution or standing practice. A violation of a provision of Roberts Rules of Order shall not affect the validity of any action taken by the Board.

Section 3.05 Notice:

Notice of each meeting of the Board of Directors stating the place, day and hour of the meeting shall be given to each director at his or her business address or other address of choice at least five days prior thereto by the mailing of written notice by first class mail, or at least two days prior thereto by personal delivery of written notice or by telephonic, electronic mail (e-mail), or facsimile notice. Any Director may waive notice of any meeting before, at or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless otherwise required by statute.

Section 3.06 Presumption of Assent:

A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent, “no” vote or abstention on a matter shall be entered in the minutes of the meeting.

Section 3.07 Quorum and Voting:

(a) A majority of the Voting Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Except as otherwise noted in these Bylaws or in other policies approved by the Board from time to time, the vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors. If less than a quorum is present at a meeting, a majority of the Voting Directors present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present.

(b) No Director may vote or act by proxy at any meeting of directors.
(c) Except in emergency or exigent circumstances no vote or poll of Board members shall be conducted outside a Board meeting. Meetings of the Board may, if necessary, be held by conference call subject to the advance notice provisions contained herein. All other conditions, permissions, and restrictions on Board conduct shall apply to a telephonic board meeting.

Section 3.08 Compensation:

Directors shall not receive compensation for their services as Directors. The reasonable expenses incurred by Directors for their attendance at Board meetings or other MVHI related business may be paid or reimbursed by the Corporation, subject to the approval of the Board of Directors.

Section 3.09 Executive and Other Committees:

The Board of Directors may by resolution designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in the resolution establishing such committee, shall have and may exercise such authority as the Board of Directors may delegate, subject at all times to approval and ratification by the Board. Rules governing procedures for meetings of any committee of the Board shall be as established by the Board of Directors, or in the absence thereof, by the committee itself.

Section 3.10 Board Chair:

(a) The Board of Directors shall elect from its own membership a Chair and Vice Chair of the Board. The Chair (or, in his/her absence, the Vice Chair) shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors; however, neither the Chief of Staff of the hospital nor a hospital employee may serve as Chair.

(b) The chair and vice chair of the board shall also occupy the position of president and vice president of the Corporation, respectively. The election of a chair and vice chair shall also constitute the election of the president and vice president of the Corporation.

(c) The term of office of the Chair and Vice Chair shall be three (3) years, commencing July 1 and ending June 30, three years after such appointment. The Chair or Vice Chair may be removed at any time, with or without cause, by a majority vote of the Board of Directors. The Board of Directors may elect a Chair and Vice Chair for a period less than three years to fill an unexpired term.

(d) The board chair shall preside over all meetings of the Board of Directors unless absent from such meeting, in which case the vice chair shall preside over said meeting. The board chair shall also be responsible for assuring notice of these meetings is properly given pursuant to these bylaws. Additional duties of the board chair shall be those specified in a
position description as adopted by the Board by majority vote from time to time. Said position
description maybe modified by the Board from time to time without formal amendment to these
bylaws.

Article 4: Officers and Agents

Section 4.01 Number and Qualifications:

(a) The officers of the Corporation shall be a President, Vice President, and a Secretary. The person
holding the office of President shall be the same person holding the office of Board Chair as set forth in section 3.10 above. The person holding the office of Vice President shall be
the same person holding the office of Vice Chair of the Board as set forth in section 3.10. The terms of office of President and Vice President shall coincide with the terms of office of Chair and Vice Chair, and be subject to the same term of limitations.

(c) The Board of Directors may also elect or appoint such other officers, assistant
officers and agents, as it may consider necessary. One person may hold more than one office
at a time, except that no person may simultaneously hold the offices of President and Secretary. Officers need not be directors of the Corporation. All officers must be at least eighteen years old.

Section 4.02 Election and Term of Office of Secretary:

The board shall elect a Secretary of the Corporation pursuant to the provisions of section 3.03. The Secretary of the Corporation shall be elected by the Board of Directors at each regular annual meeting. If the election is not held at such meeting, such election shall be held as soon as convenient thereafter. Said officer shall hold office until his/her successor shall have been duly elected and shall have qualified.

Section 4.03 Compensation:

The compensation of the officers may be as fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a reasonable salary for such services as an Officer by reason of the fact that he is also a Director of the Corporation.

Section 4.04 Removal:

Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not in itself create contract rights.

Section 4.05 Vacancies:
Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the Corporation, by giving written notice to the president or to the Board of Directors. An officer’s resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.06 Authority and Duties of Officers:

The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the president, the Board of Directors or these bylaws, except that in any event such officer shall exercise such powers and perform such duties as may be required by law.

a) President: The president shall, subject to the direction and supervision of the Board of Directors, (1) have responsibility to assure that orders and resolutions of the Board of Directors are carried into effect; (2) have general oversight on behalf of the Board for the business of the Corporation and its Chief Executive Officer, and (3) carry out those duties as specified in the respective position descriptions, as may be approved by the Board from time to time. The position descriptions of the president and vice president may be determined by majority vote of the Board of Directors from time to time without formal amendment to these bylaws.

b) Vice President: The Vice president shall (1) perform all duties of the President in the absence or disability of that officer as outlined in 4.06.a. When so acting, the vice president shall have all the powers of and be subject to all the restrictions upon the board president, and (2) carry out those duties as specified in the respective position description of Vice President, as may be approved by the Board from time to time.

c) Secretary: The secretary shall: (1) keep the minutes of the proceedings of the Board of Directors and any committees of the Board; (2) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (3) be custodian of the corporate records and of the seal of the Corporation; and (4) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the president or by the Board of Directors. The Secretary need not be a Member of the Board of Directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.
Section 4.07 Surety Bonds:

The Board of Directors may require any officer or agent of the Corporation to execute to the Corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Article 5: Indemnification

Section 5.01 Indemnification of Directors, Officers and Others:

(a) Authorized Indemnification. Unless clearly prohibited by law or these By-Laws, the Corporation shall indemnify any Director or Officer (an "Indemnified Person") made or threatened to be made a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise (except actions brought by the Corporation itself), by reason of the fact that s/he (or her/his Testator or Administrator, if then deceased), whether before or after adoption of this Article: (a) is or was a Director or Officer of the Corporation, or; (b) is serving or served, in any capacity, at the specific request, by resolution of the Board, as a Director or Officer of any other corporation, partnership, joint venture, trust, or other enterprise.

(b) Scope of Indemnification: Except as limited herein, the indemnification shall be against all judgments, penalties, amounts paid in settlement (provided the Board shall have consented to such settlement) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding.

(c) Unauthorized Indemnification: The foregoing indemnification shall not apply to:

1. Any action arising out of, or based wholly or in part upon, any breach of such person's duty of loyalty to the corporation;

2. Any act or omission by such person not in good faith or which involves intentional misconduct, conviction of a crime (or entry of a plea of nolo contendere, or its equivalent) or where such person had reasonable cause to believe his conduct was unlawful; or
3. Any transaction from which such person, or such person’s immediate family or any entity controlled by such person, derived any improper or excess benefit.

4. Notwithstanding any other provision of these bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the Corporation as an organization described in section 501 (c) (3) of the Internal Revenue Code or would result in liability under Section 4941 or any other similar section of the Internal Revenue Code.

Section 5.02. Determination of Entitlement to Indemnification.

The decision concerning whether a director or officer seeking indemnification has satisfied the provisions of Section 5.01 and other provisions of this Article shall be made by (i) the board of directors by a majority vote of a quorum consisting of directors who are not also parties to the action, suit, or proceeding giving rise to the claim for indemnity ("Disinterested Directors"), whether or not such majority constitutes a quorum; (ii) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by General Counsel or independent legal counsel in a written opinion.

Section 5.03. Indemnification of employees, agents, or independent contractors.

The board of directors may, in such cases as, in its complete discretion, it deems appropriate, indemnify and hold harmless other employees, agents and independent contractors of the corporation, and persons who formerly held such positions against any or all claims and liabilities (including reasonable legal fees and other expenses incurred in connection with such claims or liabilities) to which any such person shall have become subject by reason of having held such a position or having allegedly taken or omitted to take any action in connection with such position.

Section 5.04. Advancement of Expenses.

The Board shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Board, pay or promptly reimburse an Indemnified Person’s reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Board, with interest, for any amount advanced for which it is ultimately determined that s/he is not entitled to be indemnified under the law or these By-Laws. An Indemnified Person shall cooperate in good faith with any request by the Board that common legal counsel be used by the parties.
to such action or proceeding who are similarly situated unless it would be inappropriate to
do so because of actual or potential conflicts between the interests of the parties.

Section 5.05 Indemnification of Others.

Unless clearly prohibited by law or these By-Laws, the Board of Directors may approve
indemnification by the Board, as set forth in Section 5.01 of this Article, or advancement of
expenses as set forth in Section 5.04 of this Article, to a person (or her/his Testator or
Administrator, if then deceased) who is or was employed by the Board or who is or was a
volunteer for the Board, and who is made, or threatened to be made, a party in any action or
proceeding, by reason of the fact of such employment or volunteer activity, including actions
undertaken in connection with service at the request of the Board in any capacity for any
other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

Section 5.06 Binding Effect.

Any person entitled to indemnification under these By-Laws has a legally enforceable
right to indemnification which cannot be abridged by amendment of these By-Laws with
respect to any event, action or omission occurring prior to the date of such amendment.

Section 5.07 Nonexclusive Rights.

The provisions of this Article shall not limit or exclude any other rights to which any
person may be entitled under law or contract. The Board of Directors is authorized to enter
into agreements on behalf of the Board with any Director Officer, employee or volunteer to
provide them rights to indemnification or advancement of expenses in connection with
potential indemnification in addition to the provisions therefore in this Article, subject in all
cases to the limitations of Section 2 of this Article.

Section 5.08 Liability Insurance for Directors and Officers

The Board is required to purchase Directors and Officers ("D & O") liability insurance.
To the extent permitted by law and these bylaws, such insurance shall insure the Board for
any obligation it incurs as a result of this Article, or operation of law, and it may insure
directly the Directors, Officers, employees or volunteers of the Board for liabilities against
which they are not entitled to indemnification under this Article, as well as for liabilities
against which they are entitled or permitted to be indemnified by the Board.

Section 5.09 Right to Impose Conditions to Indemnification:

The Corporation shall have the right to impose, as conditions to any indemnification
provided or permitted in this Article, such reasonable requirements and conditions as the
Board of Directors may deem appropriate in each specific case, including but not limited to
anyone or more of the following: (a) that any counsel representing the person to be indem
nified in connection with the defense or settlement of any action shall be counsel that
is mutually agreeable to the person to be indemnified and to the Corporation; (b) that the
Corporation shall have the right, at its option, to assume and control the defense or
settlement of any claim or proceeding made, initiated or threatened against the person to be
indemnified; and (c) that the Corporation shall be subrogated, to the extent of any payments
made by way of indemnification, to all of the indemnified person’s right of recovery, and that
the person to be indemnified shall execute all writings and do everything necessary to
assure such rights of subrogation to the Corporation.

Article 6: Directors’ Standard Of Care And Conflicts Of Interest

Section 6.01. General. A director shall perform the duties of a director, including duties as
a member of any committee of the Board on which the director may serve, in good faith, in a
manner such director believes to be in the best interest of this corporation and with such care,
including reasonable inquiry, as an ordinarily prudent person in a like situation would use under
similar circumstances. In performing the duties of a director, a director shall be entitled to rely on
information, opinions, reports or statements, including financial statements and other financial
data, in each case prepared or presented by:

(a) One or more officers or employees of the corporation whom the director
believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the
director believes to be within such person’s professional or expert competence; or

(c) A committee of the Board upon which the director does not serve, as to
matters within its designated authority, which committee the director believes to merit
confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry
when the need therefore is indicated by the circumstances and without knowledge that would
cause such reliance to be unwarranted.

Section 6.02. Loans.

This corporation shall not make any loan of money or property to, or guarantee the
obligation of, any director or officer; provided, however, that this corporation may advance
money to a director or officer of this corporation or any subsidiary for expenses reasonably
anticipated to be incurred in performance of the duties of such officer or director so long as such
individual would be entitled to be reimbursed for such expenses absent that advance.
Section 6.03. Conflict of Interest.

The purpose of the conflict of interest policy is to protect the corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private or other corporate interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable Utah and federal laws governing conflict of interest applicable to nonprofit and charitable corporations and is not intended as an exclusive statement of responsibilities.

(a) Definitions: Unless otherwise defined, the terms used in this section have the following meanings:

"Interested Person". Any director, principal officer, or member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity in the health care system of which the Corporation is a part, he or she is an interested person with respect to all entities in the health care system.

"Financial Interest". A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment in any entity with which the Corporation has a transaction or arrangement or will be materially benefited by a transaction or arrangement with a third-party;

(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or will be materially benefited by a transaction or arrangement with a third-party

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement or will be materially benefited by a transaction or arrangement with a third-party. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

(b) Procedures

1. Duty To Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, who are considering the proposed transaction or arrangement.
2. Determining Whether A Conflict Of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

(c) Procedure For Addressing The Conflict Of Interest: In the event that the Board determines that a proposed transaction or arrangement presents a conflict of interest, the Board shall take the following actions:

1. An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. The Chairperson of the Board may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

3. After exercising due diligence, the Board shall determine whether the Corporation can obtain with reasonable efforts obtain an equally or more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, whether the Corporation is fully receiving, and can document with reasonable certainty, fair market value in all aspects of the transaction, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

(d) Violations Of The Conflict Of Interest Policy

If the Board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose. If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the Board determines the interested person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, which
may include but is not limited to removal of the person as a Director or officer, or cancellation of the agreement, contract, or subject transaction.

(e) Records of Proceedings: The minutes of the board and all committees with board-delegated powers shall contain:

(1) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed; and

(2) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

(f) Annual Statements: Each Director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person:

(1) Has received a copy of the conflicts of interest policy,

(2) Has read and understands the policy,

(3) Has agreed to comply with the policy, and

(4) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

(g) Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(1) whether compensation arrangements and benefits, and other business contracts and arrangements, are reasonable and are the result of arm's-length bargaining;

(2) whether acquisitions of physician practices and other provider services result in inurement or impermissible private benefit; and
whether partnership and joint venture arrangements and arrangements with management service organizations and physical hospital organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

(h) Use of Outside Experts. In conducting the periodic reviews for provided for in above, the Corporation may but need not, use outside advisors. If outside experts are used their use shall not relieve the board of its responsibility for ensuring that periodic reviews are conducted.

Article 7: Miscellaneous

Section 7.01 Account Books, Minutes and Records:

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees. All books and records of the Corporation may be inspected by any director or his accredited agent or attorney, for any proper purpose at any reasonable time.

Section 7.02 Fiscal Year:

The fiscal year of the Corporation shall be established by the Board of Directors.

Section 7.03 Conveyances and Encumbrances:

Property of the Corporation may be assigned, conveyed or encumbered by the Corporation as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized only in the manner prescribed by applicable statute.

Section 7.04 Designated Contributions:

The Corporation may accept any designated contribution, grant, bequest or devise consistent with its general tax-exempt purposes, as set forth in the Articles of Incorporation. Donor-designated contributions will be accepted for special funds, purposes or uses, including Capital Campaigns relating to construction and furnishing of new facilities, and such Donations or contributions shall be considered permanently
donor-restricted for such uses and such designations will be honored. If the use for which donations are received is not pursued, such donations shall be returned to the donor.

Section 7.05 References to Internal Revenue Code:

All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and shall include the corresponding provisions of any subsequent federal tax laws.

Section 7.06 Amendments:

The power to alter, amend or repeal these bylaws and adopt new bylaws shall be vested in the Board of Directors. These Bylaws may be amended by the Board of Directors at any time by a majority vote of the Board members present at any regular Board meeting at which a quorum is present. The effective date of any amendments to these bylaws shall be the date of passage of the amendments by the Board. The effective date of term limitations as set forth in these bylaws shall be July 1, 2014. Term limits shall not be retroactive.

Section 7.07 Severability and Interpretation:

The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted. These Bylaws shall be interpreted as necessary at all times to make any such provision enforceable, and shall be interpreted at all times to conform with the requirements of the Internal Revenue Service for tax-exempt charitable organizations.

Section 7.08 Headings:

The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision herein.
Bylaws Certificate

The undersigned certifies that she is the Secretary of MOAB VALLEY HEALTHCARE, INC., a Utah non-profit corporation, and that, as such, she is authorized to execute this Certificate on behalf of said Corporation, and further certifies that attached hereto is a complete and correct copy of the presently effective bylaws of said Corporation.

Dated: ____________________

__________________________________________

Secretary
Debbie Swasey

From: Diana Carroll
Sent: Tuesday, April 24, 2018 9:31 AM
To: Debbie Swasey
Cc: Danalee Gerber
Subject: FW: Property Tax Exemption 3971 Spanish Valley Drive

Diana Carroll
Grand County Clerk/Auditor
125 E. Center Street
Moab, UT 84532
(435) 259-1322

From: Patrick Trim [mailto:PatrickT@mrhmoab.org]
Sent: Monday, October 02, 2017 9:09 AM
To: Diana Carroll <dcarroll@grandcountyutah.net>
Subject: RE: Property Tax Exemption 3971 Spanish Valley Drive

Thanks Diana.

Are we still having the budget meeting tomorrow morning? Couldn’t remember which one was canceled.

Patrick Trim, C.P.M.
Interim Chief Financial Officer

MOAB REGIONAL HOSPITAL
450 W. Williams Way
Moab, UT 84532
435-719-3640 - O
815-494-1662 - M

From: Diana Carroll [mailto:dcarroll@grandcountyutah.net]
Sent: Monday, October 02, 2017 9:08 AM
To: Patrick Trim <PatrickT@mrhmoab.org>
Subject: RE: Property Tax Exemption 3971 Spanish Valley Drive

Pat here is the recorded document.

Diana Carroll
Grand County Clerk/Auditor
125 E. Center Street
From: Patrick Trim [mailto:PatrickT@mrhmoab.org]
Sent: Friday, September 29, 2017 4:43 PM
To: Diana Carroll <dcarroll@grandcountyutah.net>
Cc: Debbie Swasey <dSwasey@grandcountyutah.net>
Subject: RE: Property Tax Exemption 3971 Spanish Valley Drive

It would be used for rent free housing. The hospital would not gain any appreciable benefit from its use. Basically charitable short term housing.

Patrick Trim, C.P.M.
Interim Chief Financial Officer

From: Diana Carroll [mailto:dcarroll@grandcountyutah.net]
Sent: Friday, September 29, 2017 2:04 PM
To: Patrick Trim <PatrickT@mrhmoab.org>
Cc: Debbie Swasey <dSwasey@grandcountyutah.net>
Subject: RE: Property Tax Exemption 3971 Spanish Valley Drive

I am copying the Assessor, she can correct me if I’m wrong, but the use determines exemption status. The property must be used for charitable, religious or educational purposes to be exempt. We have several other properties that are owned by 501(c)(3) organizations, but used for housing, which does not qualify for exemption.

Diana Carroll
Grand County Clerk/Auditor
125 E. Center Street
Moab, UT 84532
(435) 259-1322

From: Patrick Trim [mailto:PatrickT@mrhmoab.org]
Sent: Friday, September 29, 2017 12:07 PM
To: Diana Carroll <dcarroll@grandcountyutah.net>
Subject: RE: Property Tax Exemption 3971 Spanish Valley Drive

We are going to use to temporarily house our new physician and clinical employees until they can find permanent housing in Moab. Will eliminate the rent we are currently paying on condos and hotel rooms.
From: Diana Carroll [mailto:dcarroll@grandcountyutah.net]
Sent: Friday, September 29, 2017 11:16 AM
To: Patrick Trim <PatrickT@mrhmoab.org>
Subject: RE: Property Tax Exemption 3971 Spanish Valley Drive

What is the use of the house?

Diana Carroll
Grand County Clerk/Auditor
125 E. Center Street
Moab, UT 84532
(435) 259-1322

From: Patrick Trim [mailto:PatrickT@mrhmoab.org]
Sent: Friday, September 29, 2017 10:29 AM
To: Diana Carroll <dcarroll@grandcountyutah.net>
Subject: Property Tax Exemption 3971 Spanish Valley Drive

Hi Diana,

Moab Regional Hospital a 5013C charitable organization inherited a house on 3971 Spanish Valley Drive. I have attached the 2017 Notice of Property Valuation and Tax Change Form.

What is the procedure for filing for a partial property tax exemption for this year and the full exemption for future years?

Thanks

Pat
450 W. Williams Way
Moab, UT 84532
435-719-3640 - O
815-494-1662 - M
MEMORANDUM

TO: Grand County Attorney’s Office
FROM: Parr Brown Gee & Loveless, P.C.
DATE: January 15, 2019
RE: Property Tax Exemption (Residence for Physicians, Specialists, Etc.)

We have been requested to analyze a property-tax-exemption request from Moab Regional Hospital (“Taxpayer”).

THE ISSUE

We believe the issue to decide is whether properties (the “Properties”) that support a hospital in its tax exempt purpose to serve the poor and needy, in the form of housing professionals needed to service the hospital’s patients, are exempt from tax. We believe they can be, but do not know if the facts in this case are sufficient to support that conclusion.

As a clarification, we don’t see the position of Taxpayer to be one that seeks exemption based on physicians and other service providers being the charitable class. We see such a position as failing if evaluated in isolation from the work that the service providers are performing at the hospital. That is because when the provision of housing is not determined on need, there is not a basis for exemption. Friendship Manor Corp. v. Tax Commission, 487 P.2d 1272, 1280 (Utah 1971) (housing for elderly that was not based on financial need did not qualify for a property tax exemption).

But Taxpayer appears to need the occupants of the Properties to provide care for patients at Taxpayer’s hospital. That fact distinguishes this situation from those in Friendship Manor; Yorgason v. Cty. Bd. of Equalization of Salt Lake Cty. ex rel. Episcopal Mgmt. Corp., 714 P.2d 653 (Utah 1986) (property exempt where taxpayer rented apartments to low-income elderly based on ability to pay); and Parker v. Quinn, Utah, 64 P. 961, 961 (1901) (portion of building rented out to third parties did not qualify for exemption).

CASE LAW FROM OTHER STATES

We are not aware of a Utah case that addresses the situation in which the occupants of a property, while they themselves are not objects of charity, occupy the property to further the care of hospital patients who are ultimately the objects of charity. There is, however, guidance in Utah on satellite facilities. See Howell v. Cty. Bd. of Cache County, 881 P.2d 880, 888 (Utah 1994) (“a satellite facility properly come within the umbrella of a hospital’s exemption if it advances the charitable purposes of the hospital and is governed by the same charity-care policies that govern the exempt hospital with which it is associated”). The Properties, though they do not technically fall within the definition of satellite facilities (or central offices), do appear to “advance the charitable purposes of the hospital[] with which they are associated.” Id.

Moreover, other states have addressed arguably similar situations and found for the taxpayer. Hartford Hosp. v. City & Town of Hartford, 160 Conn. 370, 377, 279 A.2d 561 (1971); Cedars of Lebanon Hosp. v. Los Angeles Cty., 35 Cal. 2d 729, 221 P.2d 31 (1950); Oakwood Hosp. Corp. v. Michigan State Tax Comm’n, 374 Mich. 524, 132 N.W.2d 634 (1965); Columbia Hosp. Ass’n v. City of Milwaukee, 35 Wis. 2d 660, 151 N.W.2d 750 (1967); Van Buren Cty. Hosp. & Clinics v. Bd. of Review of Van Buren Cty., 650 N.W.2d 580 (Iowa 2002) (arrangement was not made to benefit specialists, but for the benefit of the community); and Saint Joseph’s Hosp. of Marshfield, Inc. v. City of Marshfield, 2004 WI App 187, ¶ 15, 276 Wis. 2d 574, 688 N.W.2d 658 (2004); but see Greater Anchorage Area Borough v. Sisters of Charity of House of Providence, 553 P.2d 467 (Alaska 1976) (distinguished from Cedars of Lebanon Hosp. because doctors-tenants only incidentally benefited the hospital when the doctors used the property to conduct their
private practices); Gifford Memorial Hospital v. Town of Randolph, 118 A. 2d 480 (Vermont 1955) (offices were for benefit of doctors’ practices and benefit to hospital was incidental); and Cleveland Branch of Guild of St. Barnabas for Nurses v. Bd. of Tax Appeals, 150 Ohio St. 484, 486, 83 N.E.2d 229 (1948) (facility was not exempt because rent was paid and no charity recipients occupied the facility).1

While we do note that caution must be taken in looking at other jurisdictions,2 we have only found one case (Cleveland Branch of Guild of St. Barnabas) that, based on the facts as presented by Taxpayer, would have denied exemption for the Properties.

We do not think that allowing an exemption here is an overly broad interpretation of the law, or that if allowed, would by extension apply to other service providers or any occupant who is occupying property held by a nonprofit organization. Caselaw in other jurisdictions has distinguished medical providers (e.g., doctors) from others based on who is essential to patient care. Administrators, office staff, and, for that matter, anyone who is not directly caring for a patient would not provide essential medical care.

IHC Factors

The Properties should also be analyzed under the six factors set forth by the Utah Supreme Court to determine whether property is used exclusively for charitable purposes. The application of these factors is fact intensive, the factors are not all of equal significance, and a taxpayer does not necessarily need to qualify under all six factors in order for property to be exempt. Intermountain Health Care Inc., 709 P.2d 265, 270 (1985). The six factors, and their potential application to Taxpayer, are as follows:

1. Whether the stated purpose of the entity is to provide a significant service to others without immediate expectation of material reward. This factor was met, at least in part, in Intermountain Health Care based on the stated charitable purposes and dissolution provisions being in the taxpayer’s governance documents. Taxpayer has similar provisions in its governance documents. If the Properties support Taxpayer’s care of the poor and needy by allowing physicians and others, essential to Taxpayer’s care of the poor and needy, to serve the poor and needy, this factor appears to have been met.

2. Whether the entity is supported, and to what extent, by donations and gifts. The cost of the Properties are supported either fully or primarily by rents. It is unclear how Taxpayer finances the balance of property costs. Presumably any deficiency is paid out of Taxpayer’s general funds. It is unclear what those funds derive from, and if from donations, whether the donative portion is substantial.

1 Based on our review of law, the following factors could weigh in favor of exemption:

- The services of the Properties’ occupants are essential to further the hospital’s charitable purpose. I.e., the hospital could not fulfill its charitable purpose without these individuals and those individuals would not be able to provide services but for the housing provided to them at reduced or no rent.
- There are limited or no other rental opportunities for the Properties’ occupants.
- The Properties are close in vicinity to the hospital.
- The Properties’ occupants are treating only the hospital’s patients, and are not traveling while occupying the Properties to treat patients of other taxpayers in the area.

2 Although it is common for Utah courts to review the law of other jurisdictions, Utah courts do not find that law persuasive if based on principles that differ from those here in Utah. Utah, for example, does not have constitutional or statutory language that excludes hospitals from taxation by name (whereas many of the jurisdictions cited above appear to do). Moreover, Utah courts do not interpret “exclusively” to mean “primarily,” but instead impose a more narrow construction. See Loyal Order of Moose, #259 v. County Board of Equalization, Utah, 657 P.2d 257, 264 (1982). Exclusive means that any non-charitable must be de minimus. When the non-charitable use rises to a level that it must be weighed against charitable use, it is clear that the non-charitable use is more than de minimus. Id. at 263.
3. Whether the recipients of the “charity” are required to pay for the assistance received, in whole or in part. The court in Intermountain Health Care states that this factor is one of the most significant. Again, we believe that, in order for an exemption to apply, the beneficiaries need to be the poor and needy patients served by Taxpayer, and not the occupants of the properties. Assuming Taxpayer meets this test in regard to its hospital, then it should meet this test in regard to the Properties if their occupants are providing medical services to the poor and needy at the hospital, since the hospital and those Properties are all ultimately serving the poor and needy.

4. Whether the income received from all sources (gifts, donations, and payment from recipients) produces a “profit” to the entity in the sense that the income exceeds operating and long-term maintenance expenses. According to Taxpayer, the rents received from the Properties are less than the expenditures to operate and maintain the Properties.

5. Whether the beneficiaries of the “charity” are restricted or unrestricted and, if restricted, whether the restriction bears a reasonable relationship to the entity’s charitable objectives. Again, if the focus is on the ultimate beneficiaries, who are the hospital patients, then assuming Taxpayer’s hospital property meets this factor, then the Properties should also, so long as their occupants are serving those beneficiaries.

6. Whether dividends or some other form of financial benefit, or assets upon dissolution, are available to private interests, and whether the entity is organized and operated so that any commercial activities are subordinate or incidental to charitable ones. According to Taxpayer’s governing documents, it appears that amounts to be distributed in dissolution are not to be made to private interests. The scope of Taxpayer’s commercial activities are unclear.

Id. at 269-70.

Although not all of these factors as applied to Taxpayer are clear, on balance they seem to support a finding for an exemption.

Conclusion

We did not see law here in Utah directly on point to Taxpayer’s situation. However, based on application of Utah law to this situation, and in view of the balance of authorities in other jurisdictions, it seems that the position to grant an exemption is justifiable.

The taxpayer does have the burden to show that the property is exempt from tax. E.g., Parker v. Quinn, Utah, 64 P. 961, 961 (1901). We are not clear on all of the facts, including the effects on Taxpayer if the housing were not provided, the financial benefits to the occupants, and whether the specialists are providing any charitable care. These facts should be resolved, but assuming that the housing is necessary, the financial benefit is minimal, and that specialists are providing charitable care rather than solely charging patients, that information, together with the other information presented, suggest that the use of the Properties advances Taxpayer’s charitable purpose for the hospital for which the Properties are associated, and does so in manner that arguably any non-charitable benefit is de minimus.
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Adopting proposed resolution approving the full bond release for the Courthouse Wash Subdivision Planned Unit Development (PUD), located at 1861 N. Main Street</th>
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<tr>
<td>FISCAL IMPACT:</td>
<td>none</td>
</tr>
<tr>
<td>PRESENTER(s):</td>
<td>Zacharia Levine, Community &amp; Economic Development Director</td>
</tr>
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</table>

**RECOMMENDATION:**
Move to adopt the proposed resolution approving the full bond release for the Courthouse Wash Subdivision Planned Unit Development (PUD), located at 1861 N. Main Street, and authorize the Chair to sign all associated documents.

**BACKGROUND:**
A 10.98 Acre PUD Subdivision, located at 1861 N. Main. The subject property is in the Resort Commercial (RC) zone. The subject property is requesting a Final Bond Release, the 10% warranty, in the amount of $112,514.23.

The Courthouse Wash PUD has meet approval for the Final Bond Release.

**Attachment(s):**
1. DRAFT Resolution
2. Bond approval letter from County Engineer
3. Cost Estimate
WHEREAS, final acceptance of required subdivision improvements and infrastructure has performed as expected, the subsequent release of the warranty bond shall be made by resolution of the County Council (Council);

WHEREAS, the subject property is zoned Resort Commercial (RC) and the Planned Unit Development (PUD) is considered a zoning overlay;

WHEREAS, the Grand County Council, following a public hearing, approved the Courthouse Wash Subdivision PUD on July 19, 2016 with Resolution 3078 (2016);

WHEREAS, a warranty bond was accepted for the required maintenance guarantee per the Subdivision Improvements Agreement (SIA);

WHEREAS, Applicant has requested final acceptance and bond release for the Courthouse Wash Subdivision PUD required improvements;

WHEREAS, the Council has considered all evidence and testimony presented with respect to the subject application.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve final acceptance of the Courthouse Wash Subdivision PUD including all required improvements and release of the warranty bond;

APPROVED by the Grand County Council in open session this 19th day of February 2019 by the following vote:

Those voting aye:  ______________________________________________________

Those voting nay:  ____________________________________________________

Those absent:  _______________________________________________________

ATTEST:  GRAND COUNTY COUNCIL

__________________________________________________________
Chris Baird, Clerk\Auditor

__________________________________________________________
Evan Clapper, Chair
February 8, 2019

Subject: Courthouse Wash Warranty Bond

Kenny Gordon, Planning and Zoning Administrator
Grand County
125 E. Center
Moab, Utah 84532

Dear Kenny:

Attendance:
David Dillman – Horrocks Engineers
Kenny Gordon – Grand County

A Final inspection was made of the Courthouse Wash Subdivision for warranty bond release.

The areas noted from the inspection October 2018 have been repaired.

It was noted that there is some concrete damage on the ADA ramp between the Springhill Suites and Rivers by Night. It is highly recommended that the concrete be repaired.

We recommend release of the warranty bond.

Please see attached photos for repaired areas.

Please contact me if you have questions or need additional information.

Sincerely,
HORROCKS ENGINEERS

David Dillman, PE
Principal

cc: file
Figure 1 Repair on Northeast corner

Figure 2 Repair on south west corner
Figure 3 Concrete damage on ADA ramp
## Moab Master Improvement Cost Breakdown

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
<th>Units</th>
<th>Amount Per Unit</th>
<th>3/22/2016</th>
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<tr>
<td>Fill material in Open and Common</td>
<td>3000</td>
<td>Cu yd</td>
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<td>Lin Ft</td>
<td>20</td>
<td>63000</td>
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<td>12x12x12 Storm Sumps</td>
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<td>5500</td>
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<td>Fire Hydrants</td>
<td>4</td>
<td>each</td>
<td>3500</td>
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<td>Water Valves</td>
<td>6</td>
<td>each</td>
<td>1200</td>
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<td>8&quot; Water Pipe (c900)</td>
<td>972</td>
<td>Lin Ft</td>
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<td>Sewer Manholes</td>
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<td>8&quot; Sewer Line</td>
<td>390</td>
<td>Lin ft</td>
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<td>Electrical Light poles</td>
<td>7</td>
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<td>Electrical line</td>
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<td>Total Amount of Bond</td>
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<td>1125142.313</td>
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<td>TITLE: Approving updated Capital Improvement Projects List for government entities within Grand County as a prerequisite to applying for funding by the Permanent Community Impact Fund Board (CIB)</td>
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<tr>
<td>FISCAL IMPACT:</td>
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<tr>
<td>PRESENTER(S): Ruth Dillon, Council Administrator</td>
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</table>

**RECOMMENDATION:**
I move to approve the updated Capital Improvement Projects List for government entities within Grand County as a prerequisite to applying for funding by the Permanent Community Impact Fund Board (CIB), and authorize the Chair to sign all associated documents.

**BACKGROUND:**
The Council last approved the list on February 6, 2018, with prioritization of 2018-2019 projects. Since then the list has been updated via email requests to the various entities.

Of note, the various entities will also have an opportunity to prioritize the projects for 2019-2020 during a meeting to be scheduled in March by Southeastern Utah Association of Local Governments (SEUALG). See attached letter.

The Council may wish to discuss whether or not you want the SEUALG to proceed with averaging the County Council rankings together with the entity rankings for each project as this appears to be their process.

**ATTACHMENT(S):**
1. County’s updated 2019-2020 CIB List
2. SEUALG letter announcing a capital projects prioritization meeting of entities to be held March 2019
## GRAND COUNTY: SHORT TERM – 2019-2020 / MEDIUM TERM 2021-2039

<table>
<thead>
<tr>
<th>Entity</th>
<th>Project Description</th>
<th>Estimated Total Cost</th>
<th>Revenue Sources</th>
<th>Revenue Shares</th>
<th>Request Grant</th>
<th>Application Submission Date</th>
<th>Revenue Source for Loan Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moab Valley Fire Protection District</td>
<td>New Tactical Tender Fire Truck</td>
<td>$400,000</td>
<td>MVFD</td>
<td>$200,000</td>
<td>$200,000</td>
<td>2019</td>
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<tr>
<td>Grand County Municipal Building Authority for Old Spanish Trail Arena or Grand County Recreation SSD</td>
<td>Replace Existing Well with Larger One for Ballfield Irrigation</td>
<td>$180,000</td>
<td>Rec Board</td>
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<td>$90,000</td>
<td>TBD</td>
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<td>Grand County Municipal Building Authority for EMSSSD</td>
<td>New EMS facility including ambulance bays, and sleeping quarters</td>
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<td>Local</td>
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<td>$550,000</td>
<td>6/2019</td>
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<td>CIB</td>
<td>$2,550,000</td>
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<td>Grand County Canyonlands Field Airport</td>
<td>New Taxi-way and commercial airline parking</td>
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<td>FAA</td>
<td>$7,020,000</td>
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<td>Grand County for Road Department IN PROCESS</td>
<td>Obtaining “D” road easements on State Institutional Trust Lands (SITLA)</td>
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<td>Thompson Springs Water District</td>
<td>Phase 1: Engineering Study for all Water Options</td>
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<td>Thompson Springs Water District</td>
<td>Phase 2: Development</td>
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<td>Castle Valley Town</td>
<td>Update 1988 Drainage Study &amp; Recommendations</td>
<td>$35,000</td>
<td>Local</td>
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<td>Grand County for Community and Economic Development and Road Department</td>
<td>Spanish Valley Drive Multi-use Pathway</td>
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<td>25%</td>
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<td>Grand County for Road Dept.</td>
<td>Re-Alignment Improvements to Spanish Valley Drive and Millcreek Drive Intersection (including Storm Drainage)</td>
<td>$1,500,000</td>
<td>UDOT SB 277 Funding</td>
<td>75%</td>
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<td>City of Moab</td>
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<td>Division of Drinking Water</td>
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<td></td>
<td></td>
<td></td>
<td>CIB</td>
<td>33%</td>
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<td>Grand County</td>
<td>Half-Mile Gap of Colorado River Pathway (Phase A, paved path &amp; high retaining wall)</td>
<td>$2,510,000</td>
<td>Local</td>
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<td>TBD</td>
<td>2019</td>
<td></td>
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<td>FLAP</td>
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<td>CIB</td>
<td>TBD</td>
<td>TBD</td>
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<td>Entity</td>
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<td>Revenue Shares</td>
<td>Request Grant</td>
<td>Loan Payoff</td>
<td>Application Submission Date</td>
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<td>Fire Protection Water Well</td>
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<td>Castle Valley Fire Station and Interagency Regional Center</td>
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<td>Solid Waste District</td>
<td>Improvements for Recycling Center and</td>
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<td>Entity</td>
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<td>Request Loan</td>
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<td>Above Ground Truck Scale</td>
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<td>Spanish Valley Water &amp; Sewer</td>
<td>Phase 2- Culinary Water System Improvements</td>
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<td>Rural Development</td>
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<td>Town of Castle Valley</td>
<td>Ingress/Egress Improvement Project (Note: Culvert under Castle Valley Drive)</td>
<td>$230,000</td>
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<td>$30-50,000</td>
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## GRAND COUNTY: SHORT TERM – 2019-2020 / MEDIUM TERM 2021-2039

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<th>Entity</th>
<th>Project Description</th>
<th>Estimated Total Cost</th>
<th>Revenue Sources</th>
<th>Revenue Share</th>
<th>Request</th>
<th>Application Submission Date</th>
<th>Revenue Source for Loan Payoff</th>
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<tbody>
<tr>
<td>City of Moab, Grand Co., San Juan Co., &amp; Grand Water &amp; Sewer Service Agency, USGS</td>
<td>Ground Water Study – Mathematical Modeling</td>
<td>$300,000</td>
<td>USDA</td>
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<td>Grand County</td>
<td>Jackson Street Drainage Mitigation Project Phase II – Conveyance System to Pack Creek</td>
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<td>Canyonlands Health Care SSD</td>
<td>Parking and Landscaping for Extension of the Long Term Care Center</td>
<td>$1,500,000</td>
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<td>Revenue Shares</td>
<td>Request Grant</td>
<td>Request Loan</td>
<td>Application Submission Date</td>
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<td>Spanish Valley Water &amp; Sewer</td>
<td>Sewer Main Line Upgrade for USU Development Property</td>
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<td>USU- Moab &amp; Grand County School District</td>
<td>Votech Center for Adults and College, Combined with the High School's New Facility (Technical, Science and Art Center)</td>
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<td>GCSD Land</td>
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<td>Grand County Municipal Building Authority for Canyonlands Field Airport</td>
<td>New Airport Terminal</td>
<td>$12,000,000</td>
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<td>Castle Valley</td>
<td>Utah Geological Survey Isotope Water Study</td>
<td>$55,000</td>
<td>UGS</td>
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<tbody>
<tr>
<td>Castle Valley</td>
<td>Wastewater Reclamation Plant Outfall Line Replacement and Realignment</td>
<td>$1,500,000</td>
<td>City Sewer Enterprise Fund</td>
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<td>City of Moab</td>
<td>Wastewater Reclamation Plant Outfall Line Replacement and Realignment</td>
<td>$1,500,000</td>
<td>City General Fund</td>
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<td>City of Moab</td>
<td>South Sewer Trunk Line (WRF to Uranium Avenue)</td>
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<td>City Sewer Enterprise Fund</td>
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<td>City of Moab</td>
<td>Kane Creek Boulevard Construction to 500 West</td>
<td>$1,500,000</td>
<td>Class C Road Fund</td>
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<tbody>
<tr>
<td>City of Moab</td>
<td>Moab Golf Course Irrigation System Improvements</td>
<td>$1,500,000</td>
<td>City Sewer Enterprise Fund</td>
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<td>$1,500,000</td>
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<td>USU, Mill Creek Drive and Spanish Valley Intersection Improvements (Phase 2) (Pedestrian Underpass)</td>
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<td>Public Works Administration Building</td>
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<td>City General Fund</td>
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<td>City of Moab</td>
<td>Moab City Hall Renovations</td>
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<td>$800,000</td>
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<tr>
<td>City of Moab</td>
<td>Center Street Gym Renovations</td>
<td>$500,000</td>
<td>City General Fund</td>
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</table>
Good Afternoon Everyone,

I am writing to inform you that the CIB list collection process for fiscal year 2020 is underway and lists are due to me by March 1st 2019 if you haven’t already submitted them to me.

We will hold a county list prioritization meeting in your respective counties on a date to be scheduled in March. Remember that every eligible entity shall be invited to this meeting. Then those present at the meeting will vote for each project on the list, with the idea in mind that if only one project was done within the county during the year, then what project would be of most need regardless of who the applicant is. The voting process will continue in like manner if only two, three, four and so on projects were funded within the county for the year.

To see a copy of your counties current list visit http://seualg.utah.gov/index.php/administration/reports-forms/cib-lists/

This same process should also be conducted within your own entities to improve the applicant priority ranking.

This is why it is crucial that I get your project lists ASAP so that I can schedule these meetings for the list prioritization process.

If you have any questions feel free to call or email me.

Thank you,

Michael Bryant
Regional Planner
435-613-0035
mbryant@seualg.utah.gov
AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
FEBRUARY 19, 2019

<table>
<thead>
<tr>
<th>Agenda Item: F</th>
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</thead>
<tbody>
<tr>
<td><strong>TITLE:</strong> Approving Volunteer Appointment(s) to District and County Boards and Commissions:</td>
</tr>
<tr>
<td>1. Cemetery Maintenance District</td>
</tr>
<tr>
<td><strong>FISCAL IMPACT:</strong> None</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong> Council Member Clapper, Council Liaison to the Board</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to approve the appointment of Norm Boyd, term expiring 12/31/2022, to serve on the Cemetery Maintenance District and authorize the Chair to sign all associated documents.

**BACKGROUND:**
The Cemetery Maintenance District met in an open meeting and reviewed one application submitted for one vacancy. The Board voted to forward the recommendation of applicant Norm Boyd for appointment, with term expiring 12/31/2022.

No other applications were received.

Resolution No. 3007 establishes a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

**ATTACHMENT(S):**
1. Board recommendation
2. Application received
February 12th, 2019

Grand County Council
125 E. Center Street
Moab, UT 84532

Re: Cemetery Maintenance District Recommendation Letter

Dear Grand County Council Members:

The Cemetery Maintenance District received (1) application for (1) open vacancy. The Cemetery Maintenance District met on February 12th, 2019 and interviewed Norm Boyd.

On February 12th, 2019 the Cemetery Maintenance District met in an open meeting and voted unanimously to recommend to Council Norm Boyd term ending 12/31/2018.

Thank you,

Evan Clapper
GCCMC Board Chair
Board or Commission Position Applied For: 

Name: Norm Boyd

Mailing Address: 321 Riversands Dr

City: Moab State: UT ZIP Code: 84532

Day Phone: 435-259-7997 Email Address: NA

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

(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: Barber-Hairstylist

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

I've lived half my life in Grand County. The other half in carbone. My dad was mayor here in the early sixties. I run a barbershop so I get a vast assortment of local thought and opinion on all sorts of local issues. My mom and dad are buried there.
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've been on the U.M.T.I.R.A. Sites Future Committee for two terms as member at large.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for Special Service Districts in Grand County:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: [Signature]
Date: 1-31-18
| **TITLE:** | G. Declaring intellectual property, moabcares.com, as surplus property for disposition  
H. Approving application for retail beer license for Papa Joes Gas N Go, located at 20 East Highway 50 & 6, Crescent Junction  
I. Approving application for retail beer license for Mad Moose Events – Arches Half Marathon, located at Sorrel River Ranch  
J. Approving proposed 2019 letter of support for a grant for the Moab Music Festival  
K. Approving proposed letter of support to state legislators for the endorsement of Utah State University-Southeast Utah Career and Technical Education (CTE) program expansion  
L. Approving proposed letter of support to state legislators for Utah State University-Extension building appropriation  
M. Approving proposed letter of support for AmeriCorps VISTA volunteer program  
N. Approving proposed ground lease with Jay Chamberlango for the construction of a hangar at Canyonlands Field Airport  
O. Approving additional needed funds, within budget, in the amount of $778.99 for the purchase of 2019 ORV Ranger Crew XP1000 EPS for Search and Rescue (previously approved on November 20, 2018) |

| **FISCAL IMPACT:** | See Corresponding Agenda Summary, if any |

| **PRESENTER(S):** | None |

**RECOMMENDATION:**
I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

**BACKGROUND:**
See corresponding agenda summary, if any, and related attachments.

**ATTACHMENT(S):**
See corresponding agenda summary, if any, and related attachments.
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Declaring intellectual property, moabcares.com, as surplus property for disposition</th>
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<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>Twenty-seven dollars</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Elaine Gizler, Executive Director, Moab Area Travel Council</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

I move to declare intellectual property, moabcares.com, as surplus property for disposition and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The Moab Travel Council purchased the domain name MoabCares.com to utilize for the Moab Area Travel Council Sustainable Tourism effort. When it was made public about MoabCares.com, Amy Weiser from BzRez contacted the Travel Council to advise that Mike Bynum had created a Moab Cares 501c3 and asked that we release the domain name.

The Travel Council then moved to MoabFirst.com Sustainable Tourism and purchased that domain.

The Travel Council is asking the Grand County Council to approve the surplus request.
GRAND COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH

Application for Retail Beer License

TO THE HONORABLE BOARD OF COUNTY COUNCIL, GRAND COUNTY, UTAH

Name: Joseph Downard Piano Joes Eats N Eats

Address: 613 Main Ave Moab, UT 84532

Nature of Business: Pay Stations/Convenience Store

Address of Business: 20 E HWY 24/6, Crescent Junction, UT 84540

Hereby applies for a license to vend light beer at retail for and on behalf of Piano Joes Eats N Eats

whose partners, officers and directors are as follows: Joe Downard (Owner 40%)

and who have complied with the statutory requirements and possess the qualifications specified in the Liquor Control Act of Utah and request license to be issued for the following particular premises at 20 E HWY 24/6, Crescent Junction, UT 84540 in Moab, Utah, for a term of 12 months, commencing the 19th day of February, 2019, and ending the 19th day of February, 2020.

It is expressly understood that the County Council may with or without hearing refuse to grant the license herein applied for, or if allowed will be granted and accepted by Licensee on condition that it may be revoked at the will and pleasure of the County Council of said County, and no cause therefore need be stated when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee’s conduct of licensed premises.

Dated this _______ day of ____________________, 20__

APPROVED BY GRAND COUNTY COUNCIL

Date 2-11-19 Sanitarian

Date 2-11-19 Grand County Sheriff

Date __________ Council Chair
Utah Department of Alcoholic Beverage Control
Licensing & Compliance Section
1625 S 900 W
PO Box 30408
Salt Lake City, Utah 84130-0408

(2) (City) (Town) (County) grants its consent to
the issuance of a state off-premise beer retailer license for Papa Joes Go N Go
owned by Joseph Dowdward
and located at 20 E, Hwy 50 & 16th Junc, S4540

pursuant to the provisions of 32 B-7, Utah Code, for the purpose of the storage and sale of beer off-premises.

Applicant has met all local ordinances relating to issuance of local business license(s).

Evan Clapper
Chair
Name/title

Authorized signature
GRAND COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH

Application for Retail Beer License

TO THE HONORABLE BOARD OF COUNTY COUNCIL, GRAND COUNTY, UTAH

Name: Denise Ricks
Address: 440 Apple Ln Moab, UT 84532
Nature of Business: Road running event
Address of Business:

Hereby applies for a license to vend light beer at retail for and on behalf of:

Mad Moose Events - Arches Half Marathon

whose { partners officers and directors } are as follows: Justin Ricks

and who have complied with the statutory requirements and possess the qualifications specified in the Liquor Control Act of Utah and request license to be issued for the following particular premises at Sarred River Ranch in Moab, Utah, for a term of 1 day of October, 2019

It is expressly understood that the County Council may with or without hearing refuse to grant the license herein applied for, or if allowed will be granted and accepted by Licensee on condition that it may be revoked at the will and pleasure of the County Council of said County, and no cause therefore need be stated when in their opinion such action is necessary for the protection of the public health, peace or morals, or for violation of law or ordinances relating to beer or the Licensee’s conduct of licensed premises.

Dated this 6 day of February, 2019

[Signature]

APPROVED BY GRAND COUNTY COUNCIL

Date 2/5/19 Sanitarian
Date 2/11/19 Grand County Sheriff
EVENT PERMIT
"TEMPORARY BEER"
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises.

AUTHORITY: Utah Code 32B-9-201

[Handwritten Signature]

Local business license authority

hereby grants its consent to the issuance of a temporary beer event permit license to:

Applicant Entity/Organization: Mad Moose Events

Event Name: Arches Half Marathon

Event location address: Mile 17, Utah 128, Moab, UT 84532

On the 13 day(s) of October, 2019, during the hours of 6am - 5pm, pursuant to the provision of Utah Code 32B-9.

Authorized Signature

Name/Title Date

AS OF SEPTEMBER 1, 2015 THIS FORM MUST BE SUBMITTED TO THE DABC BY THE APPLICANT.
February 19, 2019

To Whom It May Concern:

The Moab Music Festival is a significant event for Moab and Grand County both culturally and economically, and I am writing on behalf of the Grand County Council to urge you to support this important Utah cultural institution.

The Festival’s educational programs provided by the artist in residence for children and youth in the Grand County Schools and for adults interested in music have been a wonderful addition to our community over the years. The Festival is one of our major links to the world of international caliber professional musicianship, bringing not only world class classical, but also jazz and traditional musicians to our community.

From a tourism perspective, the Festival brings in a large group of affluent visitors during our late summer shoulder season. Festival time in our community is good for business and good for the many local people who enjoy the fine musicianship that is a hallmark of the Festival.

I hope you will help nurture Moab’s cultural and economic environment with a grant to the Moab Music Festival.

Sincerely,

Evan Clapper
Grand County Council Chair
February 19, 2019

To: The Honorable Members of the Utah Legislative Higher Education Appropriations Subcommittee

From: Grand County Council

Subject: Endorsement of USU Southeast Utah Career and Technical Education (CTE) Program Expansion

Honorable Members of the Higher Education Appropriations Subcommittee:

We enthusiastically endorse the appropriations request from Utah State University (USU) to expand its Career and Technical Education (CTE) programs in southeast Utah.

We realize it is difficult to decide which competing higher education requests to fund, and appreciate your consideration of this one. We are confident this proposal offers an excellent return on investment in that:

• By helping the Moab, Blanding and Price campuses expand CTE programs, funds will provide more residents the opportunity to train in well-paying technical trades in industries such as health, manufacturing, engineering and business. Many of these programs come with pathways to higher degrees (should the student so choose). The education will regardless enable graduates to provide for their families and bring needed skills to our communities.

• By making it possible for students in southeast Utah to pay similar rates for their training as Utah technical colleges charge, we will level the playing field. USU has noted that students in southeast Utah currently pay far too much by comparison.

• By working in collaboration with high schools, e.g. by using existing high school facilities for CTE labs where possible, USU endeavors to avoid duplication and invest funds efficiently.

• By working closely with each community, USU ensures the CTE programs offered locally reflect market and industry needs specific to that city. Funds are focused on training that has a realistic pathway to a local job, thereby helping residents live where they work, and helping younger people raise families where they grew up.
On behalf of the Grand County Council, thank you again for considering USU’s request to fund and expand their Career and Technical Education programs here in Moab, and in the neighboring communities of Blanding and Price. We wholeheartedly support allocation of these funds.

Sincerely,

Evan Clapper, Chair
Grand County Council
Proposed USU Grand County Extension Office Construction
at the Utah State University Moab Center

**CURRENT SITUATION**
Utah State University Extension Grand County faculty and staff are housed in the USU Moab Regional Campus facility in a workable office space. However, these buildings are owned by USU, and the university plans to sell them to help finance construction of the new USU Regional Moab Campus. This will leave USU Extension without office space. Moab and Grand County rely heavily on tourism, and due to the economy, available office space in this area is limited and costly.

**PROPOSED EXTENSION LOCATION**
Locating USU Extension faculty and staff onsite at the USU Regional Moab Campus would provide expanded classroom and office space and increased ability to offer additional, more targeted programming. Also, having the USU Regional Moab Campus and USU Extension in a single location would better serve the citizens of Grand County and create more of a regional destination to help draw people from surrounding counties and states.

**BENEFITS OF HAVING AN EXTENSION OFFICE ON-SITE**
- The USU Regional Moab Campus expansion will help it become a destination for people from the four-corner area and beyond. As part of the campus, USU Extension would be in a prime position to provide education and assist in the development of immediate life skills for those individuals.
- With the increased diversity and complexity of issues people encounter in their lives, USU Extension’s integration of teaching, research, and public services, along with their flexibility in adapting to change, enable a timely response to critical and emerging issues.

The vision is to provide a "one-stop shop" where citizens of Grand County and southeastern Utah can earn degrees through the regional campus and also learn ways to improve their lives, families, and communities through research-based programs and other resources provided by USU Extension.
COST SAVINGS BY PARTNERING WITH THE USU REGIONAL CAMPUS PLANNED EXPANSION

- Construction for the new USU Regional Moab Campus is expected to begin by 2020. By collaborating with the USU Regional Moab Campus's expansion and adding the Extension office and classroom space at the same time, hundreds of thousands of dollars in cost savings would be passed onto Grand County due to infrastructure costs that would already be paid by the new branch campus.

- Construction of the new USU Regional Moab Campus is due to the increase in student enrollment and the need to add more faculty positions.

Table 1: This space would provide USU Extension in Grand County the ability to house all Extension staff members in one location.

The classroom space would allow unhindered opportunities to program classes for the community. As healthy living is a growing interest in Utah and across the nation, a demonstration kitchen would allow Extension staff not only to talk about healthy eating habits but also to show the foods being prepared. This would also enable the Extension staff to improve food preservation programming.

The STEM Maker Space would provide the space and equipment necessary to teach youth positive life skills they will be able to use into and through adulthood. The conference room, storage room, and workroom would provide space for copiers and supplies, both for the office as well as 4-H and other programs, allowing staff to better prepare for programming.

Beyond the infrastructure savings of the roads and utilities developed by the USU Regional Campus and City of Moab, additional benefits for Extension would be the savings of shared high-speed internet, custodial, and maintenance costs.

Table 1: Estimated cost for Grand County Extension office.

<table>
<thead>
<tr>
<th>ROOM DESCRIPTION</th>
<th>QTY</th>
<th>TOTAL sq. ft.</th>
<th>COST per sq. ft.</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>10x12 Faculty Offices</td>
<td>5</td>
<td>600</td>
<td>$482</td>
<td>$289,200</td>
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<td>Medium Classroom</td>
<td>1</td>
<td>450</td>
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<td>Demo Kitchen</td>
<td>1</td>
<td>200</td>
<td>$482</td>
<td>$96,400</td>
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<td>Conference Room</td>
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<td>$482</td>
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<td>Reception</td>
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<td>$482</td>
<td>$48,200</td>
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<tr>
<td>Break Room</td>
<td>1</td>
<td>100</td>
<td>$482</td>
<td>$48,200</td>
</tr>
<tr>
<td>Storage</td>
<td>1</td>
<td>300</td>
<td>$482</td>
<td>$144,600</td>
</tr>
<tr>
<td>Work Room</td>
<td>1</td>
<td>100</td>
<td>$482</td>
<td>$48,200</td>
</tr>
<tr>
<td>STEM Maker Space</td>
<td>1</td>
<td>400</td>
<td>$482</td>
<td>$192,800</td>
</tr>
<tr>
<td>Net to Gross</td>
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<td>1,275</td>
<td>$482</td>
<td>$614,550</td>
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<tr>
<td>Totals</td>
<td></td>
<td>3,825</td>
<td></td>
<td>$1,843,650</td>
</tr>
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</table>
February 19, 2019

To Whom It May Concern,

Please accept this letter of support for the AmeriCorps VISTA program in Grand County. AmeriCorps VISTA volunteers continue to help non-profits and governments in Grand County through their extraordinary compassion, dedication, and intelligence. In the previous year, our volunteers have supported 2,261 youth in the Moab community, raised $191,846 of in-kind donations/resources and $626,997 in cash donations/grants.

Over the years, VISTA volunteers in Grand County have played a tremendous role in helping youth and families to assist with resources for medical care, housing, and every day needs. These volunteers are vital in our community and recognize the importance giving back.

We look forward to the continued partnership with AmeriCorps VISTA in the coming year.

Sincerely,

Evan Clapper, Chair
Grand County Council
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Approving proposed ground lease with Jay Chamberlango for the construction of a hangar at Canyonlands Field Airport</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>$1840.00/yr</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Judd Hill, Airport Director</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**
I move to approve proposed ground lease with Jay Chamberlango for the construction of a hangar at Canyonlands Field Airport, and authorize the Chair to sign associated documents.

**BACKGROUND:**
Jay Camberlango would like to build an 8,000 ft² hangar that will be used primarily for storage of private aircraft. The location of this hangar is located on undeveloped land that currently does not have constructed taxilane in front of the building. The building owner would be required to pay for design and construction of the taxilane in front of the building.

The airport board voted to favorably recommend this ground lease at the February 4th, 2019 board meeting.

**ATTACHMENT(S):**
1. Ground Lease, including hangar location diagram in appendix A.
Ground Lease Agreement at Canyonlands Field between [Jay Camberlango] and Grand County

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

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as “Premises”) located on Canyonlands Field (hereinafter referred to as “Airport”) consisting of (80ft x 100ft) 8,000 total square feet, more or less, as more particularly described in Exhibit “A” attached hereto.

1. TERM.

The term of this lease shall be for a period of [30] years commencing on [March 1st, 2019] and shall expire at midnight on [March 31st, 2049]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years as per Article 30 of this Lease.

2. RENT.

(A) Tenant agrees to pay County during the term of this Lease an annual rent of $1840.00, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the “Base Rate” shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: County Clerk, 125 East Center, Moab, Utah 84532.

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

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

3. USES AND PRIVILEGES OF TENANT

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

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

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

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

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

4. SIGNS

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

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

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in ‘Exhibit A’. All construction plans and specifications for any future remodeling, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction
activity on the Premises, including landscaping. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

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

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

6. TITLE TO PREMISES; TENANT FINANCING

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

(B) Tenant shall have a right to place a mortgage, deed of trust or other security interest (a “Leasehold Mortgage”) on Tenant’s interest in the improvements constructed by Tenant and Tenant’s leasehold interest in the Premises. Such Leasehold Mortgage shall not
encumber County’s fee interest in the Premises or County’s reversionary interests in the improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the holder of a Leasehold Mortgage (a “Leasehold Mortgagee”) seeks forecloses on the interests subject to the Leasehold Mortgage, County will recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagee or any purchaser at a foreclosure sale to remove any improvements from the Premises.

7. TAXES AND LICENSES

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

8. NET LEASE

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

9. REPAIR AND MAINTENANCE

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

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

10. ALTERATIONS AND ADDITIONS

Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit “A”. Tenant may at any time and from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or
changes exceeding $10,000.00 in cost shall be made without the prior written approval of County. All such alterations, additions, installations, placement, erections or changes shall be subject to Article 5 herein. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

11. UTILITIES

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

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

12. FIRE EXTINGUISHERS

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

13. INDEMNIFICATION

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

14. INSURANCE

(A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars ($2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of
Tenant's business, if any; (c) Workers' Compensation Insurance as required by the State of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Lease.

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

15. OBLIGATIONS OF COUNTY

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

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

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

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

16. COUNTY’S RESPONSIBILITY TO TENANT’S PROPERTY

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

17. DAMAGE OR DESTRUCTION

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

18. RELOCATION OF PREMISES

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

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

19. DEFAULT

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

20. CANCELLATION BY TENANT

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

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

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

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

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

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

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

22. NON-DISCRIMINATION

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

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

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

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

23. SPONSOR'S ASSURANCES

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

24. RIGHT OF FLIGHT

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

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

Address: Jay Camberlango  
78 W. 600 N.  
Lindon, UT 84042  
Phone: 801-857-4817  
E-mail: jay@camcrete.com

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

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

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

26. BOARDS RIGHT TO INSPECT

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

27. HOLDING OVER

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

28. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense
of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

29. ASSIGNMENT AND SUBLETTING

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

30. RENEWAL OPTION

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

31. COSTS AND ATTORNEYS’ FEES

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

32. MISCELLANEOUS PROVISIONS

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

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

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

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

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

(F) This Lease has been made in and shall be construed in with the laws of the State of Utah.
(G) All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

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

ATTEST:
__________________________________________________________
Jay Camberlango (owner) Date

ATTEST:
__________________________________________________________
Evan Clapper, Grand County Council Chair Date

ATTEST:
__________________________________________________________
Chris Baird, County Clerk Date

Attached: Exhibit “A” Description of Lease Area
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**

2017

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>2019 Polaris ORV Ranger Crew XP1000 EPS (Utah State Bid) purchase – additional funds needed</th>
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<td>FISCAL IMPACT:</td>
<td>$778.99</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Jim Webster, Grand County Search and Rescue</td>
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**BACKGROUND:**

At the November 20, 2018 Grand County Council meeting, the Council was presented with a Utah state bid purchase of a 2019 Polaris Ranger Crew for Grand County Search and Rescue (see 2018 Purchase Order #1804) on the consent agenda. The purchase was approved, signed by the Council Chair, and sent to the Clerk’s Office for processing and payment. Unfortunately, the purchase order was misplaced after approval by the Council Chair. By mid-January 2019 (Jim Webster) realized that the order had never been placed with the vendor. Since the time of the approval in November 2018 to the time of discovery in January 2019 of the misplaced PO, the price of the product had gone up $778.99. (Apparently, although a state contract is valid for a 5 year period, state bid pricing sheets are valid for individual calendar years, and can be modified and price points change year to year – think steel embargos, among many other reasons. The magic date for the price change by this vendor was 1/2/2019). Because there were phone calls but no hard copy bill of sale provided by the vendor on the 2018 price list, the vendor is unable to honor the 2018 price. Therefore, we need to modify the original purchase order and add $778.99 to make up the difference.

This amount will come out of the Grand County SAR Donation Account

27-4273-740-000

**ATTACHMENT(S):**

1. Purchase Order 1804 (1 page)
2. Weller Recreation Bill of Sale (1/31/19) showing original pricing and revised balance due of $778.99 (1 page)
3. Grand County Council agenda for 11/20/2018, with Item X on the consent agenda showing the original approval (2 pages)
4. Weller Recreation state cooperative contract cover sheet (1 page)
5. Polaris Ranger state bid price lists, 2018 and 2019 (4 pages)
**PURCHASE ORDER NO:** 1804

**Ship To:**

**Bill To:**

**PURCHASE ORDER NO:** 1804

**Date:** 11/8/18

**Vendor:** Weller Recreation Inc.

**Address:**

- 936 W. 300 S.
- Kansas, UT 84036

**ATTN:** Kim Black

**Phone:** (435) 783-8355

**FAX:** (435) 783-8355

**STATE OF UTAH SALES OR USE TAX EXEMPTION CERTIFICATE**

Commodities included in this order will be used in an essential governmental function and are exempt from Utah Sales and Use Taxes.

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<thead>
<tr>
<th>QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>COST EA.</th>
<th>TOTAL</th>
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<td>Ranger Crew XP1000 EPS model R19RSE9911 (Sage Green)</td>
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<td>1</td>
<td>DA</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>(NOT INSTALLED)</td>
<td></td>
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</table>

**Utah Cooperative Contract**

**State Bid & Contract # MA2682 (attached)**

**Purchase Order Total**

$14,664.62

**County Auditor's Office**

Approval is required on all purchases.

**Auditor's Office**

Department Head

**County Council Chairman (Signature)**

**TO BE COMPLETED BY GRAND COUNTY DEPARTMENT HEAD**

**Charge Purchase to Dept Account:**

- $8,000 $ 10-4211-920-074
- $6,664.62 $ 27-4273-740-000

**Requested By:**

[Signature]
## Names
GRAND COUNTY

## Address
125 EAST CENTER
MOAB, UT 84532

## Phone

### Year Make Model Unit Information
<table>
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<th>Make</th>
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<th>Serial No.</th>
<th>Color</th>
<th>Price</th>
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<td>1000 EPS</td>
<td>GREEN</td>
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### Lienholder
NONE

### Trade Information

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<tr>
<td>Added Accessories</td>
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<td>Tire &amp; Wheel</td>
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<td>Documentary Fee</td>
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<td>License Fee</td>
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<td>Safety Inspection</td>
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<tr>
<td>Tire Recycle Fee</td>
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<tr>
<td>Aged Base Fees</td>
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<td>Temp Tag</td>
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<tr>
<td>Handling</td>
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<tr>
<td>Total Cash Price</td>
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<tr>
<td>Trade-In Allowance</td>
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<tr>
<td>Less Balance Owed</td>
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<tr>
<td>Net Trade-In Allowance</td>
<td>$0.00</td>
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<tr>
<td>Plus Deposit</td>
<td>$14,664.62</td>
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<tr>
<td>Total Credits</td>
<td>$14,664.62</td>
</tr>
<tr>
<td>BALANCE DUE ON DELIVERY</td>
<td>$778.99</td>
</tr>
</tbody>
</table>

As is stated on the reverse side of this document, unless Seller has given to Purchaser an Express Warranty in writing, seller makes no Warranty, express or implied, with respect to the merchantability, fitness for particular purpose, or otherwise concerning the vehicle, parts or accessories described herein. Unless otherwise indicated in writing, any warranty is limited to that provided by the manufacturer, if any, as explained and conditioned by paragraph 4 on the reverse side hereof.

Purchaser agrees that this contract includes all the terms, conditions and warranties of this agreement including those that appear on the reverse side hereof, including the terms of the disclosures incorporated by reference into this agreement, and cancels and supersedes any prior agreement as of the date hereof relating to the subject matters covered hereby. PURCHASER BY HIS/HER EXECUTION OF THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT AND FURTHER AGREES TO PAY THE "BALANCE DUE" SET FORTH ON OR BEFORE THE DATE SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. This agreement shall not become binding until accepted by an Authorized Representative of the Dealership.

PURCHASER AGREES THAT NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.
GRAND COUNTY COUNCIL
REGULAR MEETING
Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA
Tuesday, November 20, 2018

2:00 p.m.
- Workshop on Land Use Regulation in Utah (Brent Bateman, Lead Attorney, Utah Office of the Property Rights Ombudsman)

4:00 p.m.
- Canvass of the General Election (see separate agenda)

4:05 p.m.
- Thompson Springs Special Service Fire District Board Meeting (see separate agenda)

4:10 p.m.
- Call to Order
- Pledge of Allegiance
- Moment of silence for the victims of Intrepid Potash tragedy
- Approval of Minutes (Diana Carroll, Clerk/Auditor)
  A. August 21, 2018 (County Council Meeting), Postponed from September 4, 2018
  B. September 4, 2018 (County Council Meeting), Postponed from September 18, 2018
  C. September 18, 2018 (County Council Meeting), Postponed from October 2, 2018
  D. October 2, 2018 (County Council Meeting), Postponed from October 16, 2018
  E. October 16, 2018 (County Council Meeting), Postponed from November 7, 2018
  F. October 24, 2018 (County Council Special Meeting), Postponed from November 7, 2018
  G. October 30, 2018 (County Council Special Meeting), Postponed from November 7, 2018
  H. October 30, 2018 (County Council Special Meeting: Joint Meeting with Moab City, followed by Town Hall), Postponed from November 7, 2018
  I. November 7, 2018 (Regular Council Meeting)

- Ratification of Payment of Bills
- General Council Reports and Future Considerations
- Elected Official Reports
- Council Administrator Report
- Department Reports
  J. Code Enforcement Quarterly Report (Kaitlin Myers, Community and Economic Development Specialist)

- Agency Reports
- Citizens to Be Heard
- Presentations
  K. Presentation on proposal for a Sustainable Tourism Committee to be based on the Global Sustainable Tourism Council (GSTC) criteria with globally acceptable guiding principles (Elaine Gizler, Moab Area Travel Council Executive Director and Cherie Major, Moab Area Travel Council Advisory Board, Vice Chair)

- General Business- Action Items- Discussion and Consideration of:
  L. Appointing a citizen to serve on the five-member Appointment Council to help select the seven-member Study Committee who will, in turn, study Grand County's Form of Government over the next year (Chairwoman McGann)
M. Approving proposed underground Right of Way Easement with Grand Water and Sewer Service Agency (GWSSA), pending legal review, to provide power for the new booster pump station, located on properties owned by Grand County located near the Road shed (Dana Van Horn, GWSSA, Agency Manager)

N. Approving contributions to Traditional Plan premiums and to Health Savings Accounts (John West, Human Resources Director and Chris Baird, Budget Officer)

O. Approving 2019 healthcare renewal contract of coverage with existing carriers (John West, Human Resources Director and Chris Baird, Budget Officer)

P. Amending 2019 Tentative Budget and presentation of 2018 Modified Budget (Chris Baird, Budget Officer)

Q. Approving amendments to Resolution No. 2880 that established the Grand County Transportation Special Service District in order to expand the scope of services to include funding for stormwater drainage systems beyond county right-of-ways (Council Member Halliday)

R. Approving proposed letter on US Forest Service Management Plan (Council Member Wells)

S. Approving proposed letter to Intrepid Potash (Council Member Wells)

T. Adopting proposed Assured Housing Ordinance (Kaitlin Myers and Kenny Gordon, Community and Economic Development Staff)

□ Consent Agenda- Action Items

U. Waiving the requirement of the county’s bid and procurement process for stairway alteration construction of the county-owned museum building, and acknowledging Henderson Builders, LLC’s construction cost estimate of $80,420, with construction to be funded by private dollars

V. Ratifying construction document drawings and the Chair’s signature on the building permit for the Museum of Moab stairway alteration project

W. Ratifying the Chair’s signature on a letter sent to the City of Moab in response to the proposed annexation of two parcels of real property located approximately at 1248 and 1492 South Highway 191

X. Approving State of Utah Cooperative Contract to purchase a 2019 Ranger Crew XP1000 EPS and accessories for Search and Rescue in the amount of $14,664.62

Y. Approving proposed amendment to “Interagency Coordination and Sub-Recipient Contract Agreement” with Southeastern Utah Association of Local Governments, Area Agency on Aging to 1) increase the grants for supportive services and senior centers $1,616.00 and 2) increase nutritional services $1,443.00

Z. Approving proposed letter to Grand County Emergency Medical Services for the transfer of all current ambulances and vehicles over to the Grand County Emergency Medical Services Special Service District

AA. Approving proposed letter to the Administrative Office of the Courts providing annual compensation information of Justice Court Judge

BB. Approving proposed response letter to Rim Village and Rim Vistas Homeowners Associations regarding utilization of existing drainage facilities on the properties as well as easements on the adjacent parcel to the north

CC. Approving proposed job descriptions, as redrafted and reformatted by Personnel Systems & Services, for the County Attorney’s Office:

   1. Executive Paralegal/Office Manager (renamed from Office Manager / Prosecutorial Assistant)
STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

   Weller Recreation Inc.
   Name
   936 W 200 S
   Address
   Kamas UT 84036
   City State Zip

   Contact Person Kim Black Phone #435-783-8355 Email kim@wellerrec.com
   Vendor #12936A Commodity Code #25100

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Polaris vehicle, parts, accessories, and installation labor.

3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid #AG18007.

4. CONTRACT PERIOD: Effective Date: 08/18/2017 Termination Date: 08/17/2022 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.

5. Payment: Prompt Payment Discount (if any): None.

6. Administrative Fee, as described in the Solicitation and Attachment A: 1%.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
   ATTACHMENT B: Scope of Work
   ATTACHMENT C: Cost Sheet
   ATTACHMENT D: Catalog
   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #AG18007.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

[Signature] [Date] Kim Black Office Manager

STATE

[Signature] [Date] Amy L. Gerrard Contact Person 801-538-3146 agerrard@utah.gov

Division of Purchasing Telephone Number Email

(Revision 16 June 2016)
## 2019 Model Year RANGER MSRP List - US

<table>
<thead>
<tr>
<th>MODEL #</th>
<th>MODEL NAME</th>
<th>MSRP</th>
<th>DISCOUNT</th>
<th>STATE PRICE</th>
</tr>
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<tbody>
<tr>
<td>R19RMA50B1</td>
<td>RANGER® 500 Sage Green</td>
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### 2019 Price List for 2019 Model Year

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**FULL SIZE PERFORMANCE**

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All Prices Effective 1/2/2019

Note: New price effective date
### February 2019

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- **7:00AM Coffee with Curt (Chambers)**
- **9:00AM EMS SSD (EMS Training Center)**
- **5:00PM Airport Board Meeting (Chambers)**
- **5:30PM Mosquito Abatement District (District Office)**

**Wednesday**

- **8:30AM Chamber of Commerce (Zions Bank)**

**Thursday**

- **1:30PM BLM/Grand County Coordination Mtg (Moab Field Office)**
- **5:30PM CHCSSD (Hospital)**

**Friday**

- **5:30PM Library Board (Library)**
- **7:00PM Thompson Water District Board (Thompson Fire Station)**

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- **12:30PM Council on Aging (Grand Center)**
- **11:00AM Trail Mix (Grand Center)**
- **3:00PM Travel Council Advisory (Chambers)**
- **5:00PM Planning Commission (Chambers)**
- **5:30PM GSTA Advisory Committee (EGSM Conf. Room)**
- **6:00PM Cemetery Maintenance (District Office)**
- **6:00PM Transportation Special Service District (GC Road Shed)**

**Wednesday**

- **8:30AM County Officials Day on the Hill (Capitol Hill - SLC)**
- **1:00PM Homeless Coordinating Committee Meeting (Zions Bank)**

**Thursday**

- **5:30PM Museum of Moab (Grand Center)**
- **5:30PM Recreation SSD (City Chambers)**
- **12:00PM Housing Authority of Southeastern Utah (County Chambers)**
- **4:00PM Arches Special Service District (Fairfield Inn & Suites - 1863 N. Highway 191)**

**Friday**

- **5:00PM Planning Commission (Chambers)**
- **8:30AM Chamber of Commerce (Zions Bank)**
- **1:00PM SEUALG (Price)**

### President's Day on February 18th

- **8:00AM County Offices Closed**

### NACo Legislative Conference

- **February 25th to March 2nd, 2019, Washington, DC**
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<tr>
<th>Sunday</th>
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**NACo Legislative Conference** ◆ Washington, DC

- 7:00AM Coffee with Curt (Chambers)
- 9:00AM EMS SSD (EMS Training Center)
- 4:00PM Noxious Weed Control (Chambers)
- 5:00PM Airport Board Meeting (Chambers)
- 5:30PM Mosquito Abatement District (District Office)

**BLM Travel Management Plan Meetings - All Week**

- 5:15PM Grand County League of Women Voters (Library)
- 11:00AM Trail Mix (Grand Center)
- 2:00PM Conservation District (Hospital)
- 2:45PM Mental Health Board (Price County)
- 3:00PM Travel Council A... (Chambers)
- 5:00PM Health Board (Moab)
- 5:30PM Planning Committ... (Chambers)
- 6:00PM Cemetery Maintena... (Chambers)
- 6:00PM Transportation S...

- 6:00PM Cemetery Maintenance (Chambers)
- 6:00PM Transportation Services District (District Office)

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NACo Legislative Conference ◆ Washington, DC

- 7:00AM Coffee with Curt (Chambers)
- 9:00AM EMS SSD (EMS Training Center)
- 4:00PM Noxious Weed Control (Chambers)
- 5:00PM Airport Board Meeting (Chambers)
- 5:30PM Mosquito Abatement District (District Office)

- 11:00AM Housing Task Force (Library)
- 5:30PM CHCSSD (Hospital)

- 10:00AM Historical Preservation Commission (Grand Center)

- 3:00PM Sand Flats Stewardship Committee (EMS Training Center)
- 5:00PM Library Board (Library)
- 7:00PM Thompson Water District Board (Thompson Fire Station)

- 9:00AM Canyon Country Partnership (CCP) (Price DNR)
- 12:00PM Housing Authority of Southwestern Utah (City Chambers)
- 4:00PM Allegro Special Services District (Fairfield Inn & Suites - 1063 N. Highway 70)

- 11:00AM Housing Task Force (Library)
- 1:30PM BLM/Grand County Coordination Mtg (Price DNR)
- 3:00PM CHCSSD (Hospital)
Employment Opportunities

**Deputy Recorder I**
Posted February 7, 2019 8:00 AM | Closes March 1, 2019 5:00 PM
GENERAL PURPOSE Performs a variety of entry level administrative support and technical clerical duties designed to expedite the processing, recording,... Full Description
Apply Online

**GCSO Corrections Officer**
Posted August 1, 2017 8:00 AM | Closes March 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a... Full Description

**GCSO Patrol Deputy**
Posted August 1, 2017 8:00 AM | Closes March 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff... Full Description

**GCSO Victim Advocate**
Posted March 21, 2018 8:00 AM | Closes March 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the supervision of the Sheriff the Victim Advocate will act as advocate... Full Description

**GCSO-Communications/Dispatch**
Posted January 26, 2018 8:00 AM | Closes March 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Jail Commander the... Full Description
**MAKE A DIFFERENCE IN YOUR COMMUNITY**

**Become a Grand County Board or District Volunteer**

**Due Date:** OPEN UNTIL FILLED

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### COUNTY BOARD, COMMISSION AND COMMITTEE

The following Boards, Commissions & committees currently have vacancies. Applicants must live in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County’s Conflict of Interest Ordinance.

<table>
<thead>
<tr>
<th>Vacancies</th>
<th>Term Expiration</th>
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<tbody>
<tr>
<td><strong>Budget Advisory Board</strong> (must be registered voter in Grand County with demonstrated interest in, or professional knowledge of budgeting and finance)</td>
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<tr>
<td><strong>Historical Preservation Commission</strong> (May reside in Grand, Emery or San Juan County; Must have a demonstrated interest or knowledge in historical preservation)</td>
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<tr>
<td><strong>Housing Authority of Southeastern Utah</strong> (may reside in Grand or San Juan County)</td>
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### DISTRICT BOARD

The following District Boards currently have vacancies. Applicants must reside in Grand County, must be a registered voter within the District, and may not be an employee of the District.

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<thead>
<tr>
<th>Vacancies</th>
<th>Term Expiration</th>
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<tbody>
<tr>
<td><strong>Arches Special Service District</strong> (Must reside within the District)</td>
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<td><strong>Recreation Special Service District</strong></td>
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<td><strong>Solid Waste Special Service District</strong></td>
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<tr>
<td><strong>Transportation Special Service District</strong> (must reside in unincorporated Grand County)</td>
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<td>12/31/2022</td>
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Interested applicants shall complete the “Board, Commission, and Committee Certification and Application Form” available at [www.grandcountyutah.net/pdf/BoardAppForm.pdf](http://www.grandcountyutah.net/pdf/BoardAppForm.pdf), or at the County Council’s Office. Completed applications may be emailed to council@grandcountyutah.net, or delivered to 125 E. Center Street. All new qualified applicants will be interviewed. The County Council will making appointments at a Regular Council Meeting upon a recommendation from Board, Commission, Committee or District Board. Board member responsibilities can be found at [https://www.grandcountyutah.net/194/Boards-Commissions-Committees](https://www.grandcountyutah.net/194/Boards-Commissions-Committees). For more information, please contact Bryony Hill at (435) 259-1346.
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<tr>
<th>Date</th>
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<tr>
<td>FEBRUARY</td>
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<td>16</td>
<td>Red Hot by Grass Roots Events</td>
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<tr>
<td>MARCH</td>
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<td>1-2</td>
<td>Moab Off Road Duathlon and Triathlon</td>
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<td>8-10</td>
<td>Moab Thaw</td>
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<td>9-12</td>
<td>Skinny Tire Festival</td>
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<td>16</td>
<td>Canyonlands half marathon &amp; 5 mile Run</td>
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<td>23</td>
<td>Mad Moose Behind the Rocks</td>
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<tr>
<td>30-April 1</td>
<td>Moab Rock MTB Race</td>
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AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
February 19, 2019

Agenda Item: Q

TITLE: Discussion on progress with Land Use Code amendment discussions by the Planning Commission to address concerns outlined in the moratorium that prohibits new land use applications or permits for overnight accommodations in unincorporated Grand County through approximately August 4, 2019

FISCAL IMPACT: Unknown

PRESENTER(S): Community & Economic Development, Staff

FOR OFFICE USE ONLY:
Attorney Review: N/A

STATED MOTION:

Planning Commission, upon discussing the County Council’s actions and directive from the February 5, 2019 meeting, seeks further information from County Council.

PLANNING COMMISSION RECOMMENDATION:

Discussion on the following:

1. Primary Questions
   A. How much lodging development does the County want and need?
   B. Where should lodging development be allowed?
   C. In what form should lodging development be allowed?

2. Related Questions/Issues:
   A. What is the role of lodging development within the larger Grand County economy?
   B. What does the Planning Commission need from County Council (e.g. data, participation, direction, clarity, etc.)?
   C. What role does the County Council want to play?
   D. What can the County actually accomplish handle in six (6) months? What is a realistic scope of work/analysis?
   E. How should the County Planning Commission, Council, and Staff coordinate with Moab City?
   F. Infrastructure: roads, water, sewer, etc.
   G. How does lodging development affect economic diversity in Grand County?
   H. How will groundwater availability be affected by continued overnight accommodation construction if it continues at current rates of building and per capita use?
   I. Are the economics of condo development such that if a permanent ban on overnight accommodations were enacted future condo construction demand would continue, but for long term occupancy instead of overnight rentals?
   J. Are there sufficient land areas for light industrial and other commercial developments such as professional offices, stores, etc. outside the HC zone?
   K. Are there examples of other resort communities that have banned or limited overnight accommodation development?
L. If it is decided that no use or zoning changes are warranted, how will this decision affect traffic congestion and wait lines in stores and restaurants? Is congestion quantifiable?

M. If it’s decided that no use by right or zoning changes are necessary, what will be the effect of additional staffing needed to maintain and service future overnight accommodations on long-term housing affordability and availability?

N. Is there a consulting firm that the county could hire to assist with the analysis necessary to help the council decide on necessary zoning changes to address this issue?

O. Campgrounds are low density uses of land when compared to other overnight rentals. If a limit or ban of new overnight accommodations did not include new campgrounds, what effects would that have on land availability for long term housing and other commercial developments?

P. How will a ban affect future land prices in the Highway Commercial zone?

Q. Would form based zoning improve diverse commercial development potential in the Highway Commercial zone?

R. How appropriate and suitable are Cisco and Thompson for overnight accommodation development?

S. Is there a planning formula for determining how much commercial acreage (excluding overnight accommodations) should be allocated per capita?

T. Have there been any studies on water availability in Cisco and Thompson?

U. How would an application for development (including overnight accommodations) using form based codes play out from start to finish?

**STAFF RECOMMENDATION:**

N/A

**BACKGROUND:**

On February 12, 2019, the Grand County Planning Commission (“PC”) reviewed the Temporary Land Use Regulation (“TLUR”) adopted by the Grand County Council (“CC”) on February 5, which prohibits new applications for accommodations-based developments for a period of six (6) months. Following the February 12 PC meeting, the CC Chair requested to receive regular updates on the progress made towards a legislative recommendation. The CC Chair added “TLUR Updates” as a standing item on the CC’s agenda. Below is the first activity report, which summarizes the discussion had at the February 12 PC meeting.

Staff reviewed the adopted TLUR ordinance with the PC. Staff responded to a handful of clarifying questions regarding applicability of the TLUR. CC member Terry Morse responded to questions from the PC regarding the CC’s legislative intent in adopting the ordinance.

Members of the PC described some of their personal thoughts on the TLUR. Staff shared their understanding of what the CC is looking to see in the planning process and, ultimately, a legislative recommendation. Staff suggested that the
PC begin the evaluation process by creating a list of issues and questions pertinent to our analysis. PC members agreed to this approach, and the following has been gathered as of Thursday, February 14. Note: Prior to receiving the CC Chair’s request for regular updates, Staff had asked PC members to submit their issues and questions by Friday, February 15. As such, the following only includes the issues and questions submitted to staff by PC members at the time of writing this agenda summary on Thursday February 14.

**ATTACHMENT(S):**
<table>
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<th><strong>AGENDA SUMMARY</strong></th>
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<td>GRAND COUNTY COUNCIL MEETING</td>
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<td>FEBRUARY 19, 2019</td>
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<td><strong>Agenda Item: R</strong></td>
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<td><strong>TITLE:</strong></td>
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<td><strong>FISCAL IMPACT:</strong></td>
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<td><strong>PRESENTER(S):</strong></td>
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**Prepared By:**
Ruth Dillon
Council Administrator
(435)259-1347
rdillon@grandcountyutah.net

**BACKGROUND:**
On January 15th, Council requested a living document of Council-approved legislative priorities to cross reference with proposed bills at the State Legislature. See attached updated spreadsheet.

**ATTACHMENT(S):**
1. Grand County legislative priorities, updated with possible bills of interest
2. UAC Bill Tracker

**FOR OFFICE USE ONLY:**
**Attorney Review:**
None requested
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<th>Legislative Topic</th>
<th>Possible Related Bill(s)</th>
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<tr>
<td>Funding to deal with homelessness in rural counties</td>
<td>HB 203, SB 49, SB 117</td>
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<td>Greater percent of TRT to deal with the impacts of tourism rather than promotion</td>
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<td>Funding for protection of Dalton Wells and Willow Springs area</td>
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<td>Local control of zoning</td>
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<td>Removal of restrictions on using internet advertising to determine if overnight rentals are properly licensed</td>
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<td>Removing the box on the ballot allowing for straight party vote</td>
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<td>Allowing for deed restriction on sweat equity [on State-owned property]</td>
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<td>Support of USU Extension funding request of $1.5 million</td>
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<td>UDOT funding support for general transportation projects (Spanish Valley Drive separated path, half-mile gap paved path along Hwy 128)</td>
<td>HB 103</td>
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<td>UDOT funding support for storm drain projects</td>
<td>HB 164</td>
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<td>&quot;Utah Intergenerational Poverty Work and Self Sufficiency Tax Credit&quot; (proposed bill)</td>
<td>HB 171</td>
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<tr>
<td>&quot;Local Boards and Councils Structure&quot; (proposed bill)</td>
<td>HB 257</td>
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<tr>
<td>&quot;Temporary Replacements for County Offices&quot; (proposed bill)</td>
<td>SB 44</td>
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<tr>
<td>&quot;Form of County Government Amendments&quot; (proposed bill)</td>
<td>SB 152</td>
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<td>&quot;Street Legal ATV Amendments&quot; (proposed bill)</td>
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<tr>
<td>&quot;Community Impact Fund Board Amendments&quot; (proposed bill)</td>
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<td>Rep. Wilde</td>
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<tr>
<td>HB0283</td>
<td>Rep. Shurtliff</td>
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<tr>
<td>HB0284</td>
<td>Rep. Albrecht</td>
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<tr>
<td>HB0285</td>
<td>Rep. McKell (added 2/11)</td>
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<tr>
<td>HB0286</td>
<td>Rep. McKell (added 2/11)</td>
</tr>
</tbody>
</table>

Prohibits a voter from using a sticker or label to cast a vote on a paper ballot for a write-in candidate; changes the deadline for filing a declaration of candidacy as a write-in candidate; establishes a filing fee for a write-in candidate. **Support**

Defines terms, including "rapid manufacturing"; creates the Rural Rapid Manufacturing Grant Program in GOED; and describes the requirements and purposes of the grant program. **Watch**

Changes the date by which a municipality may opt in to participate in the Municipal Alternate Voting Methods Pilot Project (pilot project); establishes a procedure for a municipality to withdraw the municipality's decision to participate in the pilot project; establishes a delayed candidate filing period for a race conducted under the provisions of the pilot project; provides that a local political subdivision may agree with any other local political subdivision in the state to conduct an election on behalf of the local political subdivision. **TBD**

Adds a provision that authorizes the attorney general to prosecute any first degree felony that a district or county attorney declines or fails to prosecute. **TBD**

Requires the Department of Technology Services to consider cloud computing service options under certain circumstances. **TBD**

Amends a definition provision; addresses advisory boards; provides for the creation of critical infrastructure materials protection areas; addresses adding land to or removing land from a critical infrastructure materials protection area; requires review of a critical infrastructure materials protection area; limits local regulation of a critical infrastructure materials protection area; limits local regulation of vested critical infrastructure materials operations; addresses nuisances; requires certain recordings with the county recorder; addresses actions of state agencies related to critical infrastructure materials protection areas; restricts eminent domain; enacts provisions related to vested critical infrastructure materials operations. **Opposed 2/14**

Makes a plea held in abeyance the equivalent of a conviction for the purpose of a future sentencing enhancement. **TBD Check w SWAP**

Creates the Post Disaster Recovery and Mitigation Restricted Account; designates the purposes, limitations, and sources of the restricted account; sets standards and requirements for receiving a grant from the restricted account; and grants rulemaking authority to the Division of Emergency Management. **Support**

Permits an individual to sign more than one petition to nominate a candidate for the same office. **Support**

Watch
<table>
<thead>
<tr>
<th>Bill Number</th>
<th>Representative (added)</th>
<th>Title</th>
<th>Description</th>
<th>Vote</th>
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</thead>
<tbody>
<tr>
<td>HB0310</td>
<td>Rep Stratton (added 2/12)</td>
<td>Solid and Hazardous Waste Amendments</td>
<td>Modifies the definitions; clarifies role of board or director; and makes technical corrections.</td>
<td>Watch</td>
</tr>
<tr>
<td>HB0311</td>
<td>Rep McKell (added 2/12)</td>
<td>Governmental Immunity Revisions</td>
<td>Waives governmental immunity for injury resulting from certain claims of sexual battery; limits a court from dismissing an action based on an invalid, inadequate, or untimely notice of claim, under certain circumstances; modifies provisions relating to a governmental entity's response to a notice of claim; provides a consequence if a governmental entity fails to acknowledge receipt of a notice of claim within a specified time; increases the aggregate limit on injury claims against governmental entities; provides for the board of examiners to require a special master proceeding for excess damages claims that the board of examiners considers; authorizes the use of money in the General Fund Budget Reserve Account to pay for claims approved by the board of examiners.</td>
<td>Opposed 2/14</td>
</tr>
<tr>
<td>HB0315</td>
<td>Rep Wilde (added 2/12)</td>
<td>Land Use and Development Amendments</td>
<td>Addresses local authority to adopt local land use requirements and regulations; amends the process to vacate a public street; clarifies local authority regarding a planning commission; amends the authority of a local legislative body regarding zoning; provides that a local legislative body may consider a planning commission's failure to make a certain timely recommendation as a negative recommendation; requires a legislative body to classify each allowed use in a zoning district; prohibits a municipality from withholding the issuance of a certificate of occupancy in certain circumstances; imposes a time limit for final action on certain applications; prohibits a county recorder from recording a subdivision plat unless the relevant municipality or county has approved and signed the plat; requires a municipality and county to establish two acceptable forms of completion assurance and adds elements for which the municipality or county may not require completion assurance; amends provisions regarding exemptions from the plat requirement; amends a provision regarding municipal or county liability for the dedication of a street; allows for a separate process to vacate a public street through a petition; provides for varying standards of review in an appeal authority's review of a land use decision; allows a court to declare a land use application approved without remanding in certain circumstances; requires a court to award attorney fees if the court makes a certain determination of bad faith challenge to a land use approval; requires a boundary line agreement operating as a quitclaim deed to meet certain standards; amends provisions regarding boundary line agreements, including elements, status, and exemptions</td>
<td>Support 2/14</td>
</tr>
<tr>
<td>Bill No.</td>
<td>Sponsor (added date)</td>
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<td>H.B. 318</td>
<td>Rep Pitcher (added 2/13)</td>
<td>Inmate Restrictions Standards Amendments</td>
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<tr>
<td>H.B. 320</td>
<td>Rep McKell (added 2/13)</td>
<td>Container Regulation Act</td>
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<tr>
<td>H.B. 321</td>
<td>Rep Wilde (added 2/13)</td>
<td>Public Improvements to Provide Sewer Services</td>
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<tr>
<td>H.B. 323</td>
<td>Rep Wilde (added 2/13)</td>
<td>Impact Fees Amendments</td>
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<tr>
<td>HB0330</td>
<td>Rep Hawkins (added 2/13)</td>
<td>Juvenile Justice Competency Revisions</td>
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<tr>
<td>HB0335</td>
<td>Rep Ray (added 2/13)</td>
<td>Criminal Code Task Force Changes</td>
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<tr>
<td>HB0342</td>
<td>Rep King (added 2/14)</td>
<td>Homeless Provider Oversight Amendments</td>
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<tr>
<td>HB0347</td>
<td>Rep Hawkins (added 2/14)</td>
<td>Governmental Immunity Act Amendments</td>
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<tr>
<td>HB0348</td>
<td>Rep Christofferson (added 2/14)</td>
<td>Utah Emergency Medical Services System Act Amendments</td>
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<tr>
<td>HB0351</td>
<td>Rep Wilde (added 2/14)</td>
<td>Oil and Gas Amendments</td>
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</table>

**H.B. 318**
Rep Pitcher (added 2/13)  
Inmate Restrictions Standards Amendments  
Provides that the least restrictive restraints are to be used on a pregnant inmate; requires that a correctional staff member individually review an inmate's situation before allowing restraints to be used on an inmate during labor, delivery, and postpartum recovery; prohibits the use of shackles or other restraints during labor and delivery; requires the correctional staff member to document in a written record all decisions made regarding the use of restraints on a pregnant inmate; makes the record public with individually identifying information redacted; extends the requirements to county jails; and requires that specific information regarding inmate births be reported to the Commission on Criminal and Juvenile Justice for inclusion in the annual report.

**H.B. 320**
Rep McKell (added 2/13)  
Container Regulation Act  
Defines terms; and prohibits a local government entity from regulating or imposing a fee on an auxiliary container, unless the auxiliary container is used on property owned by the local government entity.

**H.B. 321**
Rep Wilde (added 2/13)  
Public Improvements to Provide Sewer Services  
Defines terms; amends a definition relating to the number of protests required to prevent the designation of a sewer assessment area.

**H.B. 323**
Rep Wilde (added 2/13)  
Impact Fees Amendments  
Allows a county of the sixth class or a special service district to impose an impact fee to pay for certain fire suppression vehicles; and makes technical and conforming changes.

**HB0330**
Rep Hawkins (added 2/13)  
Juvenile Justice Competency Revisions  
Amends definitions and defines terms related to competency evaluations of minors; amends procedures and requirements for an evaluation of a minor for competency; provides instructions to forensic evaluators, courts, and others involved with the prosecution, evaluation, and adjudication of matters related to minors; amends provisions related to an evaluation to determine likelihood of attaining competency.

**HB0335**
Rep Ray (added 2/13)  
Criminal Code Task Force Changes  
Clarifies the purpose and scope of the Criminal Code Evaluation Task Force; and includes a sunset provision to establish the duration of the task force.

**HB0342**
Rep King (added 2/14)  
Homeless Provider Oversight Amendments  
Requires the Homeless Coordinating Committee to prepare and implement a statewide strategy for minimizing homelessness in the state; describes requirements for evaluating and reporting on progress toward the strategic plan goals; describes requirements related to awarding contracts from the Pamela Atkinson Homeless Account.

**HB0347**
Rep Hawkins (added 2/14)  
Governmental Immunity Act Amendments  
Repeals a provision that: states that an action brought under the Governmental Immunity Act of Utah is governed by the Utah Rules of Civil Procedure; and requires a plaintiff in an action under the Governmental Immunity Act of Utah to file an undertaking when the action is filed.

**HB0348**
Rep Christofferson (added 2/14)  
Utah Emergency Medical Services System Act Amendments  
Removes a restriction on 911 ambulance or paramedic services providers from applying for a license to provide a higher level of service.

**HB0351**
Rep Wilde (added 2/14)  
Oil and Gas Amendments  
Addresses powers of a political subdivision relating to regulation of activity that is incident to an oil and gas activity.
<table>
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<tr>
<th>Bill Number</th>
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<tbody>
<tr>
<td>H.C.R. 2</td>
<td>Rep Arent</td>
<td>Concurrent Resolution Supporting Rural Development of Wind, Solar, Hydrogen, Hydroelectric, and Geothermal Energy</td>
<td>This resolution supports the development of wind, solar, hydrogen, hydroelectric, and geothermal energy in rural areas of the state as a complement to Utah's diversified energy system and supports the export of Utah-produced wind, solar, hydrogen, hydroelectric, and geothermal energy to other states. Support Lincoln</td>
</tr>
<tr>
<td>H.C.R. 5</td>
<td>Rep Ward</td>
<td>Concurrent Resolution Urging Policies that Reduce Damage From Wildfires</td>
<td>This resolution urges the federal government to pursue policies that allow for easier reduction of excess forest fuel loads and minimize further climate warming. Support Lincoln</td>
</tr>
<tr>
<td>HCR007</td>
<td>Rep Spendlove</td>
<td>Concurrent Resolution Recognizing the Economic Importance of Outdoor Recreation for Utah</td>
<td>Highlights the natural assets and benefits derived from the natural assets in Utah; recognizes the economic importance of Utah's natural assets to Utah's people; and expresses the intention to continue the legacy of supporting and growing the broad economic value of Utah's natural assets to benefit the people of Utah. Support Lincoln</td>
</tr>
<tr>
<td>HCR002</td>
<td>Rep Handy</td>
<td>Concurrent Resolution Supporting Rural Development of Wind, Solar, Hydrogen, Hydroelectric, and Geothermal Energy Bill Requests</td>
<td>This resolution proposes to amend the Utah Constitution to: revise a provision relating to municipal water rights and sources of water supply; eliminate references to municipal waterworks; and specify the circumstances under which a municipality may commit water resources or supply water outside its boundary or exchange water resources. Support Lincoln</td>
</tr>
<tr>
<td>H.J.R. 1</td>
<td>Rep Stratton</td>
<td>Proposal to Amend Utah Constitution -- Municipal Water Resources</td>
<td>Requires certain owners of residential property in the state to file a written declaration with the county assessor under penalty of perjury certifying certain property tax information on a form prescribed by the Tax Commission; amends the definition of resident individual for income tax purposes; amends voting provisions that create a rebuttable presumption that an individual is considered to have domicile in this state for income tax purposes; amends the requirements for determining whether an individual is considered to have domicile in the state for income tax purposes; grants the Tax Commission rulemaking authority to define by rule what constitutes spending a day in the state for determining domicile; specifies when a spouse is not considered to have domicile in the state when the other spouse has domicile for income tax purposes. Neutral Lincoln</td>
</tr>
<tr>
<td>SB0013</td>
<td>Sen Bramble</td>
<td>Income Tax Domicile Amendments</td>
<td>Modules provisions regarding the extraterritorial jurisdiction of a municipality to enact protections for the municipality's water works and water sources; provides a process by which a municipality may adopt an ordinance or regulation under the municipality's extraterritorial jurisdiction. Neutral Lincoln</td>
</tr>
<tr>
<td>SB0017</td>
<td>Sen Okerlund</td>
<td>Extraterritorial Jurisdiction Amendments</td>
<td>TBD Lincoln</td>
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<tr>
<td>Bill Number</td>
<td>Sponsor</td>
<td>Description</td>
<td>Description of Changes</td>
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<tr>
<td>SB0026</td>
<td>Sen Henderson</td>
<td>Governmental Nonprofit Corporation Act Amendments</td>
<td>Amends definitions used to identify a governmental nonprofit corporation; requires the state auditor to: develop a training or other informational resource regarding best practices for financial controls and board governance; and distribute the training or other informational resource to certain state and local entities and governmental nonprofit corporations.</td>
</tr>
<tr>
<td>SB0027</td>
<td>Sen Henderson</td>
<td>Governmental Nonprofit Corporation Meetings Amendments</td>
<td>Allows a governmental nonprofit corporation to close a meeting to discuss a trade secret in certain circumstances.</td>
</tr>
<tr>
<td>SB0032</td>
<td>Sen Weiler</td>
<td>Indigent Defense Act Amendments</td>
<td>Recodifies the Indigent Defense Act, including: defining terms; addressing right to counsel; determining indigency; ordering indigent defense services; establishing standards for indigent defense systems; addressing compensation and reimbursement for indigent defense services; addressing the Utah Indigent Defense Commission; addressing the Indigent Defense Funds Board and duties of the board; providing for defense of indigent inmates, including providing for the Indigent Inmate Trust Fund; addressing the Indigent Aggravated Murder Defense Trust Fund and the roles of counties and the state; updating cross references; and repealing language outdated because of changes made in the bill.</td>
</tr>
<tr>
<td>SB0033</td>
<td>Sen Harper</td>
<td>Political Procedures Amendments</td>
<td>Modifies and standardizes notice requirements relating to incorporation or dissolution of a municipality, annexation and other municipal boundary changes, and elections; modifies and clarifies deadlines in the Election Code; modifies procedures, and clarifies length limitations, for arguments for or against a ballot proposition; requires at least two poll workers to perform certain tasks relating to the handling and delivery of ballots; clarifies residency requirements for a local school board candidate; removes the intent language from the Election Code.</td>
</tr>
<tr>
<td>S.B. 34</td>
<td>Sen Anderegg</td>
<td>Affordable Housing Modifications</td>
<td>Modifies the requirements of certain municipalities and counties related to the moderate income housing plan element of their general plan; modifies the reporting requirements of certain municipalities related to the municipalities' moderate income housing plan element of their general plan; modifies provisions related to the use of Transportation Investment Fund money; modifies provisions related to the Olene Walker Housing Loan Fund Board.</td>
</tr>
<tr>
<td>S.B. 38</td>
<td>Sen Fillmore</td>
<td>Mental Health Amendments</td>
<td>Defines &quot;assisted outpatient treatment&quot;; describes the services provided to an individual receiving assisted outpatient treatment; describes the process whereby an individual is court ordered to receive assisted outpatient treatment; requires a designated examiner to consider assisted outpatient treatment when evaluating a proposed patient for civil commitment.</td>
</tr>
<tr>
<td>S.B. 39</td>
<td>Sen Fillmore</td>
<td>Assisted Outpatient Treatment for Mental Illness</td>
<td>Requires that a mental health professional provide a patient the opportunity to waive the patient's privacy rights; requires a designated examiner to consider a proposed patient's mental health history when evaluating the proposed patient for civil commitment; allows a designated examiner to request a court order to obtain a proposed patient's mental health history; requires a designated examiner to disclose to an unrepresented proposed patient the fact that the designated examiner may, by court order, obtain the proposed patient's mental health history; limits the circumstances under which a court may terminate a civil commitment.</td>
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<tr>
<td>S.B. 42</td>
<td>Sen McCay</td>
<td>Tangible Personal Property Amendments</td>
<td>Provides for the exemption of certain tangible personal property from property tax if the tangible personal property is eligible for sales and use taxation; repeals existing provisions relating to the exemption of certain tangible personal property from property tax.</td>
</tr>
<tr>
<td>S.B. 43</td>
<td>Sen Mayne</td>
<td>Criminal Provisions Modifications</td>
<td>Requires the Department of Public Safety to enforce the Clandestine Drug Lab Act.</td>
</tr>
<tr>
<td>S.B. 44</td>
<td>Sen Fillmore</td>
<td>Street-legal Atv Amendments</td>
<td>Addresses circumstances under which certain all-terrain vehicles may operate as a street-legal all-terrain vehicle on a highway.</td>
</tr>
<tr>
<td>S.B. 46</td>
<td>Sen Sandall</td>
<td>Tire Recycling Amendments</td>
<td>States the director of the Division of Waste Management and Radiation Control may authorize 100% reimbursement of a waste tire transporter's or recycler's cost if the county applying for reimbursement is a county of the third, fourth, fifth, or sixth class, or the municipality applying for reimbursement is in a county of the third, fourth, fifth, or sixth class.</td>
</tr>
<tr>
<td>S.B. 49</td>
<td>Sen Davis</td>
<td>Homeless Shelter Funding Amendments</td>
<td>Clarifies how the State Tax Commission calculates a county's or municipality's contribution into the Homeless Shelter Cities Mitigation Restricted Account.</td>
</tr>
<tr>
<td>S.B. 50</td>
<td>Sen Vickers</td>
<td>Local Government Office Amendments</td>
<td>Prohibits an individual from serving as a member of the governing body of a municipality at the same time the individual serves as a member of a county commission.</td>
</tr>
<tr>
<td>S.B. 56</td>
<td>Sen Henderson</td>
<td>Community Reinvestment Agency Report</td>
<td>Requires each county to create a publicly accessible database to track certain information about each community reinvestment agency located within the county; requires each community reinvestment agency to annually upload required information to the database of the county in which the agency operates; allows a county to contract with a third party to create and administer the database.</td>
</tr>
<tr>
<td>S.B. 60</td>
<td>Sen Fillmore</td>
<td>Automatic Local District Withdrawal Amendments</td>
<td>Provides for the automatic withdrawal of an area from a local district in the case of certain annexations.</td>
</tr>
<tr>
<td>S.B. 61</td>
<td>Sen Iwamoto</td>
<td>Poll Hours for Early Voting</td>
<td>Removes the poll hour closing requirement on the last day of early voting.</td>
</tr>
<tr>
<td>S.B. 62</td>
<td>Sen Iwamoto</td>
<td>Campaign Finance Revisions</td>
<td>Requires a disqualified municipal, county, or local school board candidate to file a campaign finance statement after disqualification; clarifies which campaign finance and disclosure requirements relate to candidates and which relate to officeholders; modifies certain reporting dates for interim campaign finance reports; permits the lieutenant governor to waive a fine under certain circumstances; and modifies campaign finance reporting requirements for county political parties, political action committees, political issues committees, and corporations.</td>
</tr>
<tr>
<td>S.B. 65</td>
<td>Sen Iwamoto</td>
<td>Utah Noxious Weed Act Amendments</td>
<td>Under certain conditions, permits a county executive's designee to serve on a county weed control board.</td>
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<tr>
<td>Bill Number</td>
<td>Sponsor</td>
<td>Bill Title</td>
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<tr>
<td>S.B. 71</td>
<td>Sen Henderson</td>
<td>Food Truck License Amendments</td>
<td>Prohibits a political subdivision from requiring a food truck operator to obtain a business license if the food truck operator has a license from another political subdivision; requires a food truck operator to obtain a business license, health department permit, and fire safety certification in the political subdivision in which the food truck conducts the majority of the food truck's operations; sets a criminal penalty for violating a license, permit, and certification requirement; repeals provisions related to reciprocal licensing and related reciprocal fees; repeals provisions related to reciprocal health department permits and related reciprocal fees.</td>
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<tr>
<td>SB0072</td>
<td>Sen Harper</td>
<td>Transportation Governance and Funding Revisions</td>
<td>Amends provisions related to transportation reinvestment zones; amends provisions related to public transit district governance structure and responsibilities; renames the local advisory board of a large public transit district as a &quot;local advisory council&quot;; repeals a provision related to the name of a large public transit district; requires two or more entities providing public transit services in adjacent or overlapping areas to integrate and coordinate services and fees with oversight by the Department of Transportation; allows a public transit district to exclude applicants for certain positions of employment based on results of a background check; amends definitions related to motor vehicles; amends provisions related to motor vehicle registration; amends allowable uses of certain local option sales and use tax revenue; makes technical changes regarding local option sales and use taxes; amends provisions related to the governance structure and duties of certain positions within the Department of Transportation; amends certain provisions related to transportation funding procedures; exempts the Transportation Commission from certain restrictions on setting rates for certain programs administered by the Department of Transportation; creates a road usage charge program, requires the Department of Transportation to administer the program, and grants rulemaking authority; amends provisions related to the State Infrastructure Bank; amends certain provisions pertaining to anonymized location data of certain connected vehicles</td>
</tr>
<tr>
<td>SB0077</td>
<td>Sen Bramble</td>
<td>Tax Increment Amendments</td>
<td>Clarifies the manner in which an agency may receive a taxing entity's tax revenue that results from a tax increase.</td>
</tr>
<tr>
<td>SB0090</td>
<td>Sen Weiler</td>
<td>Political Signs Amendments</td>
<td>Prohibits local governments from prohibiting or removing political signs from residential parking strips.</td>
</tr>
<tr>
<td>SB0093</td>
<td>Sen Sandall</td>
<td>Agricultural Nuisance Amendments</td>
<td>Enacts the Agricultural Operations Nuisances Act, including: defining terms; addressing nuisance actions; and providing for the relationship with other statutes.</td>
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<td>Bill Number</td>
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<td>SB0096</td>
<td>Sen Christensen</td>
<td>Medicaid Expansion Adjustments</td>
<td>Makes changes to eligibility for and administration of the state Medicaid program; directs the Department of Health to continue to seek approval from the federal government to implement the Medicaid waiver expansion; directs the department to submit a request to the federal government to provide Medicaid benefits to enrollees who are newly eligible under the Medicaid waiver expansion in a manner that: incorporates a per capita cap on federal reimbursement; limits presumptive eligibility; imposes a lock-out period for individuals who violate certain program requirements; and gives enrollees continuous eligibility for a period of 12 months; directs the department to submit a request to the federal government to allow Medicaid funds to be used for housing supports for certain enrollees; amends provisions related to the Medicaid Expansion Fund; amends provisions related to the state sales tax.</td>
</tr>
<tr>
<td>SB0097</td>
<td>Sen Anderegg</td>
<td>Medicaid Program Revisions</td>
<td>Repeals: authorization for Medicaid expansion under the Affordable Care Act; certain sales tax increases; and the Medicaid Expansion Hospital Assessment Act; amends the Inpatient Hospital Assessment Act.</td>
</tr>
<tr>
<td>SB0098</td>
<td>Sen Harper</td>
<td>Community Reinvestment Agency Amendments</td>
<td>Prohibits a taxing entity that is not the community that created an agency from charging the agency certain administrative fees; limits an agency's reporting requirements to only the reports required by law; if a community reinvestment project area plan provides solely for non-residential project area development, removes the requirement for an agency to provide a housing allocation.</td>
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<tr>
<td>SB0099</td>
<td>Sen Harper</td>
<td>Sales Tax Amendments</td>
<td>Lowers the rate of the state sales and use tax on items other than: food; food ingredients; and residential fuel.</td>
</tr>
<tr>
<td>SB0103</td>
<td>Sen Thatcher</td>
<td>Victim Targeting Penalty Enhancements</td>
<td>Provides for an enhanced penalty for a criminal offense if the offender acted against an individual because of the offender's perception of the individual's ancestry, disability, ethnicity, gender, gender identity, national origin, race, religion, or sexual orientation; provides the same enhancement provisions if the criminal offense damages property and the offender acted against the property because of the offender's perception of the property owner's ancestry, disability, ethnicity, gender, gender identity, national origin, race, religion, or sexual orientation; and provides that this bill does not affect an individual's constitutional right of free speech or any other constitutional rights.</td>
</tr>
<tr>
<td>SB0104</td>
<td>Sen Buxton</td>
<td>Removal or Disruption of Survey Monuments</td>
<td>Allows a county to require a permit to disturb certain established survey monuments; requires a person to notify the county surveyor and obtain any required permit before disturbing certain established monuments; imposes requirements for drawings or plans for construction work occurring within a certain distance of certain established survey monuments; allows a county to establish certain civil penalties.</td>
</tr>
<tr>
<td>S.B. 107</td>
<td>Sen Fillmore</td>
<td>Nuisance Ordinances for Municipalities</td>
<td>Imposes limitations on enforcement of nuisance ordinances involving a person's use of the person's primary residence; provides certain exceptions.</td>
</tr>
<tr>
<td>S.B. 108</td>
<td>Sen Harper</td>
<td>Modification to Government Records</td>
<td>Modifies the right to inspect and copy records; modifies a provision that states that a governmental entity is not required to fill a records request if the records are already publicly available; prohibits a records request from being submitted to multiple governmental entities.</td>
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<td>Bill</td>
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<tr>
<td>SB0109</td>
<td>Sen Weiler</td>
<td>Asset Forfeiture Amendments adds a definition; addresses grounds for seizing property; addresses custody and control of property, including removing a retention requirement for interviews of a minor; requires a court to make certain findings before the court can order property be returned to a person claiming property; addresses jurisdiction in state court; addresses voiding a forfeiture; addresses civil forfeiture; provides for release of property held for forfeiture on certain grounds; changes interest requirements; modifies transfer and sharing procedures; modifies grant provisions under the State Asset Forfeiture Grant Program; addresses forfeiture reporting requirements.</td>
<td>TBD</td>
</tr>
<tr>
<td>SB0117</td>
<td>Sen McCay</td>
<td>Tax Amendments Modifies the calculation of a county's or municipality's annual contribution to the Homeless Shelter Cities Mitigation Restricted Account by: removing the cap on a county's or municipality's contribution amount; changing the percentage used to determine the amount of the contribution; and requiring the State Tax Commission to subtract the contribution from the county's or municipality's distribution of local option sales and use tax revenue that is based on the location of the transaction, rather than the distribution that is based on population.</td>
<td>Oppose</td>
</tr>
<tr>
<td>SB0118</td>
<td>Sen McCay</td>
<td>Law Enforcement Service Agreement Requires that an interlocal agreement between a county and one or more municipalities to provide law enforcement service requires or appoints a certain individual to provide or direct law enforcement service, depending on the county classification.</td>
<td>TBD</td>
</tr>
<tr>
<td>SB0123</td>
<td>Sen McCay</td>
<td>Election Process Amendments Modifies the deadline for a political party's central committee to certify a replacement name for a ballot when a candidate vacancy occurs.</td>
<td></td>
</tr>
<tr>
<td>SB0124</td>
<td>Sen Mayne</td>
<td>Local Government Administration Amendments Amends a provision regarding the entry of the election of a metro township mayor in council meeting minutes; amends a requirement that certain county officials fill certain metro township offices or positions to be discretionary and subject to an agreement between the county and the metro township; repeals a provision regarding the initial membership of a municipal services district board of trustees; removes the county executive as the executive of a municipal services district.</td>
<td>Support</td>
</tr>
<tr>
<td>SB0125</td>
<td>Sen Weiler</td>
<td>Vehicle Registration Records Amendments Prohibits the Motor Vehicle Division from disclosing a protected record to an owner, lessee, or operator of a private parking lot or structure.</td>
<td>Watch</td>
</tr>
<tr>
<td>Bill Number</td>
<td>Sponsor</td>
<td>Title</td>
<td>Description</td>
</tr>
<tr>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>SB0129</td>
<td>Sen Harper</td>
<td>Public Safety and Firefighter Tier II Retirement Enhancements</td>
<td>Increases the percentage of compensation that a participating employer shall pay to the office on behalf of a member for the defined benefit portion of the New Public Safety and Firefighter Tier II Contributory Retirement System; increases the amount of the nonelective contribution made by a participating employer on behalf of each public safety service employee or fighter service employee who is a member of the New Public Safety and Firefighter Tier II Contributory Retirement System; increases the multiplier percentage for the calculation of the retirement allowance of a participant in the New Public Safety and Firefighter Tier II hybrid retirement system for certain years; provides that a portion of the revenues collected from the tax on the admitted insurers and a portion of the net profits earned from the sale of liquor in the Liquor Control Fund shall annually be paid to the Utah State Retirement Office to fund certain benefit enhancements in the New Public Safety and Firefighter Tier II Retirement System.</td>
</tr>
<tr>
<td>SB0135</td>
<td>Sen Stevenson</td>
<td>Prosecution Council Amendments</td>
<td>Adds two city prosecutors to the council; provides for an approval procedure for certain members; allows for the appointment of resource prosecutors and sets qualifications.</td>
</tr>
<tr>
<td>SB0141</td>
<td>Sen McCay</td>
<td>Election Precincts Amendments</td>
<td>Defines average advertisement rate; permits a person to satisfy a part of legal notice publication requirements, in certain circumstances, by serving legal notice directly on all parties to whom legal notice is required; amends restrictions on newspapers in relation to legal notices.</td>
</tr>
<tr>
<td>SB0145</td>
<td>Sen McCay</td>
<td>Legal Notice Revisions</td>
<td>Defines electric energy storage asset; creates a sales and use tax exemption for an electric energy storage asset used for residential, commercial, or industrial purposes.</td>
</tr>
<tr>
<td>SB0146</td>
<td>Sen Kitchen</td>
<td>Sales Tax Exemption Modifications</td>
<td>Requires an application for a statewide initiative petition to contain information relating to funding sources for the proposed law; modifies public hearing requirements relating to a statewide initiative; modifies ballot requirements and ballot title challenge provisions.</td>
</tr>
<tr>
<td>SB0151</td>
<td>Sen Henderson</td>
<td>Initiative Procedure Amendments</td>
<td>Modifies the membership of the Permanent Community Impact Fund Board; modifies the selection of the chair of the Permanent Community Impact Fund Board; directs a portion of the receipts of the Permanent Community Impact Fund to be directed to the Seven County Infrastructure Coalition.</td>
</tr>
<tr>
<td>SB0152</td>
<td>Sen Winterton (added 2/11)</td>
<td>Community Impact Fund Board Amendments</td>
<td>Clarifies purposes of the Utah Communications Authority and the authority's Radio Network Division. Modifies provisions in the determination of asset distribution in the event of the Utah Communications Authority's dissolution; prohibits any public entity from causing or allowing a 911 or emergency call box communication to be redirected to anywhere other than the 911 emergency service network. Clarifies audit reporting requirements for counties not serviced by a single, physically consolidated public safety answering point to the Utah Communications Authority.</td>
</tr>
<tr>
<td>SB0154</td>
<td>Sen Harper (added 2/11)</td>
<td>Utah Communications Authority Amendments</td>
<td>Amends definitions; and requires an animal shelter to: publish certain information regarding the animals in the shelter's custody, including the disposition of the animals; and maintain the published information for a period of years.</td>
</tr>
<tr>
<td>SB0155</td>
<td>Sen Mayne (added 2/12)</td>
<td>Animal Shelter Transparency Amendments</td>
<td>Removes the provision allowing an officer to deactivate a body-worn camera when consulting with a supervisor or another officer.</td>
</tr>
<tr>
<td>S.B. 160</td>
<td>Sen McCay (added 2/13)</td>
<td>Body Camera Disclosure Amendments</td>
<td></td>
</tr>
<tr>
<td>Bill Number</td>
<td>Sponsor (Added Date)</td>
<td>Description</td>
<td>Notes</td>
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<tr>
<td>S.B. 162</td>
<td>Sen Iwamoto (2/13)</td>
<td>Corrections Officer Certification Amendments</td>
<td>Allows 19 year olds to be certified as correctional officers and work in a jail facility.</td>
</tr>
<tr>
<td>S.B. 165</td>
<td>Sen Anderegg (2/13)</td>
<td>Quorum Requirements</td>
<td>Amends the definition of a quorum for purposes of the Open and Public Meetings Act.</td>
</tr>
<tr>
<td>SB0167</td>
<td>Sen Mayne (2/13)</td>
<td>Public Safety and Firefighter Planned Retirement Program</td>
<td>Enacts a planned retirement program for certain public safety and firefighter employees; allows a participating employer to participate in a planned retirement program for certain public safety and firefighter retirees who have not completed the one-year employment separation requirement; requires a participating employer that offers a planned retirement program to establish written policies and enter into a written agreement with the retiree; provides for retiree eligibility for a planned retirement program and establishes restrictions; provides for participating employer and retiree reporting; provides penalties; allows the Legislature to make changes to the program; allows the Utah State Retirement Board to make related rules; requires the program to be in compliance with requirements for federally qualified plans and provides for severability of provisions; provides for a sunset of the planned retirement program provisions.</td>
</tr>
<tr>
<td>S.C.R. 1</td>
<td>Sen Fillmore</td>
<td>Concurrent Resolution on the Payment for Treatment in an Institution for Mental Illness</td>
<td>This concurrent resolution urges Congress to extend Medicaid coverage beyond 15 days for services provided in certain settings to adults with serious mental illness.</td>
</tr>
<tr>
<td>S.J.R. 3</td>
<td>Sen McCay</td>
<td>Proposal to Amend Utah Constitution - Tangible Personal Property Tax Exemption</td>
<td>This resolution proposes to amend the Utah Constitution to: repeal a property tax exemption for tangible personal property that generates an inconsequential amount of revenue; and authorize the establishment of a property tax exemption for tangible personal property that is subject to sales and use tax.</td>
</tr>
<tr>
<td>SJR001</td>
<td>Sen Iwamoto</td>
<td>Joint Resolution Supporting the Study of Water Banking in Utah</td>
<td>Encourages the study of possible options to create and develop water banks to further the 2017 State Recommended Water Strategy and the preparation of recommendations for the Legislature to consider for the 2020 General Session.</td>
</tr>
</tbody>
</table>
Public hearing to hear public comment regarding the creation of a Public Land Corner Preservation Fund to be used only to pay expenses incurred and authorized by the County Surveyor in the establishment, re-establishment, and maintenance of corners of government surveys, and imposing a fee of $20.00 for filing maps in the County Surveyor’s office under Section 17-23-17, Utah Code Annotated, “subdivisions, road dedication plats, and other property plats”

Potential revenue

Lucas Blake, Grand County Surveyor

I move to approve the ordinance for “The Grand County Public Land Corner Preservation Fund” and authorize the chair to sign all associated documents

The Public Land Survey System was first established by the Federal Government. Corners of the Public Land Survey System (PLSS) were monumented at that time. The Federal lands of Grand County are still maintained by the BLM Surveyors located in Moab. The County Surveyor was given the authority to maintain all private lands after they were patented. Many parcels of land are now located and controlled by these monuments.

Utah Code 17-23-19 was set up to insure these monuments are preserved.

Having this ordinance in place also gives me the opportunity to pursue grants from the state to get additional funds to preserve these monuments.

1. See included ordinance document.
2. State Code 17-23-17 and 17-23-19
3. Public hearing notice
Ordinance No.

ORDINANCE ESTABLISHING

THE

GRAND COUNTY PUBLIC LAND CORNER PRESERVATION FUND

WHEREAS, pursuant to Utah Code § 17-23-19(1), “[t]he county legislative body may establish by ordinance a fund known as the Public Land Corner Preservation Fund. Moneys generated for the fund shall be used only to pay expenses incurred and authorized by the county surveyor in the establishment, reestablishment, and maintenance of corners of government surveys pursuant to the powers and duties provided under Title 17, Chapter 23, County Surveyor and Title 57, Chapter 10, Utah Coordinate System”; and

WHEREAS, pursuant to Utah Code § 17-23-19(2), “[t]he county legislative body may by ordinance establish a fee schedule for filing maps in the county surveyor’s office of surveys filed under Section 17-23-17, subdivisions, road dedications plats, and other property plats. All money collected under this subsection shall be deposited with the county treasurer to be credited to the Public Land Corner Preservation Fund”.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY LEGISTALIVE BODY OF GRAND COUNTY, UTAH THAT:

1. There is hereby created a Public Land Corner Preservation Fund account. All monies collected pursuant to this Ordinance shall be deposited with the County Treasurer and credited to the Public Land Preservation Fund.

2. There is hereby imposed a fee of $20.00 for filing maps in the County Surveyor’s office filed under Utah Code § 17-23-17, subdivisions, road dedication plats, and other property plats. All moneys collected under this Ordinance shall be deposited with the County Treasurer and credited to the Public Land Preservation Fund.

PASSED, ADOPTED, AND APPROVED by the Grand County Council this ______ day of __________________, 2019, by the following vote:

Those Voting aye: ______________________________________

Those Voting nay: ______________________________________

Absent: _____________________________________________

Grand County Council

____________________________________
Evan Clapper, Chairman

ATTEST to the signing of Ordinance No.

____________________________________
Chris Baird, County Clerk/Auditor
17-23-17 Map of boundary survey -- Procedure for filing -- Contents -- Marking of monuments -- Record of corner changes -- Penalties.

(1) As used in this section:

(a) "Land surveyor" means a surveyor who is licensed to practice land surveying in this state in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act.

(b) (i) "Township" means a term used in the context of identifying a geographic area in common surveyor practice.

(ii) "Township" does not mean a metro township as that term is defined in Section 10-2a-403.

(2)

(a) (i) Each land surveyor making a boundary survey of lands within this state to establish or reestablish a boundary line or to obtain data for constructing a map or plat showing a boundary line shall file a map of the survey that meets the requirements of this section with the county surveyor or designated office within 90 days of the establishment or reestablishment of a boundary.

(ii) A land surveyor who fails to file a map of the survey as required by Subsection (2)(a)(i) is guilty of an infraction.

(iii) Each failure to file a map of the survey as required by Subsection (2)(a)(i) is a separate violation.

(b) The county surveyor or designated office shall file and index the map of the survey.

(c) The map shall be a public record in the office of the county surveyor or designated office.

(3) This type of map shall show:

(a) the location of survey by quarter section and township and range;

(b) the date of survey;

(c) the scale of drawing and north point;

(d) the distance and course of all lines traced or established, giving the basis of bearing and the distance and course to two or more section corners or quarter corners, including township and range, or to identified monuments within a recorded subdivision;

(e) all measured bearings, angles, and distances separately indicated from those of record;

(f) a written boundary description of property surveyed;

(g) all monuments set and their relation to older monuments found;

(h) a detailed description of monuments found and monuments set, indicated separately;

(i) the surveyor's seal or stamp; and

(j) the surveyor's business name and address.

(4)

(a) The map shall contain a written narrative that explains and identifies:

(i) the purpose of the survey;

(ii) the basis on which the lines were established; and

(iii) the found monuments and deed elements that controlled the established or reestablished lines.

(b) If the narrative is a separate document, it shall contain:

(i) the location of the survey by quarter section and by township and range;

(ii) the date of the survey;

(iii) the surveyor's stamp or seal; and

(iv) the surveyor's business name and address.
(c) The map and narrative shall be referenced to each other if they are separate documents.

(5) The map and narrative shall be created on material of a permanent nature on stable base reproducible material in the sizes required by the county surveyor.

(6)

(a) Any monument set by a licensed professional land surveyor to mark or reference a point on a property or land line shall be durably and visibly marked or tagged with the registered business name or the letters "L.S." followed by the registration number of the surveyor in charge.

(b) If the monument is set by a licensed land surveyor who is a public officer, it shall be marked with the official title of the office.

(7)

(a) If, in the performance of a survey, a surveyor finds or makes any changes to the section corner or quarter-section corner, or their accessories, the surveyor shall complete and submit to the county surveyor or designated office a record of the changes made.

(b) The record shall be submitted within 45 days of the corner visits and shall include the surveyor's seal, business name, and address.

(8) The Utah State Board of Engineers and Land Surveyors Examiners may revoke the license of any land surveyor who fails to comply with the requirements of this section, according to the procedures set forth in Title 58, Chapter 1, Division of Occupational and Professional Licensing Act.

(9) Each federal or state agency, board, or commission, local district, special service district, or municipal corporation that makes a boundary survey of lands within this state shall comply with this section.

Amended by Chapter 303, 2016 General Session
§ 17-23-19. County permitted to establish Public Land Corner Preservation Fund - Use of fund - Fee schedule for filing maps.

Utah Statutes

Title 17. Counties

Chapter 23. County Surveyor

Current through 2018 Third Special Session

§ 17-23-19. County permitted to establish Public Land Corner Preservation Fund - Use of fund - Fee schedule for filing maps

(1) The county legislative body may establish by ordinance a fund to be known as the Public Land Corner Preservation Fund. Money generated for the fund shall be used only to pay expenses incurred and authorized by the county surveyor in the establishment, reestablishment, and maintenance of corners of government surveys pursuant to the powers and duties provided under Title 17, Chapter 23, County Surveyor, and Title 57, Chapter 10, Utah Coordinate System.

(2) The county legislative body may by ordinance establish a fee schedule for filing maps in the county surveyor's office of surveys filed under Section 17-23-17, subdivisions, road dedication plats, and other property plats. All money collected under this subsection shall be deposited with the county treasurer to be credited to the Public Land Corner Preservation Fund.

Cite as Utah Code § 17-23-19

History. Amended by Chapter 189, 2014 General Session , §82, eff. 5/13/2014. Amended by Chapter 227, 1993 General Session
Notice of Public Hearing

NOTICE IS HEREBY GIVEN that on February 19, 2019 at 6:00 p.m. in the Council Chambers of the Grand County Courthouse, 125 E. Center Street, Moab, Utah, the Grand County Council will hold a public hearing to hear public comment on the creation of a Public Land Corner Preservation Fund. This fund shall be used only to pay expenses incurred and authorized by the county surveyor in the establishment, re-establishment, and maintenance of corners of government surveys. The Ordinance creating this fund also imposes a fee of $20.00 for filing maps in the county surveyor’s office under Section 17-23-17, Utah Code Annotated, subdivisions, road dedication plats, and other property plats. A complete copy of the ordinance is available in the County Clerk’s office.

/s/ Chris Baird, Clerk/Auditor

Published in The Times-Independent, Moab, Utah, February 7 & 14, 2019.